

REQUEST FOR PROPOSALS

MARKETING AND ADVERTISING SERVICES FOR THE LOS ANGELES POLICE DEPARTMENT

**RFP No. 23-600-001
RAMP ID 209232**



ISSUED BY

**CITY OF LOS ANGELES
LOS ANGELES POLICE DEPARTMENT
TRAINING BUREAU
RECRUITMENT AND EMPLOYMENT DIVISION**

August 10, 2023

REQUEST FOR PROPOSALS NO. 23-600-001
RAMP ID 209232
MARKETING AND ADVERTISING SERVICES
FOR THE
LOS ANGELES POLICE DEPARTMENT

DATE ISSUED: August 10, 2023

TITLE: Marketing and Advertising Services

DESCRIPTION: The Los Angeles Police Department (“LAPD” or “Department”) is seeking proposals from qualified contractors to provide professional advertising and marketing services to assist the Department’s goal of recruiting and hiring police officers.

SUBMISSION DEADLINE: October 5, 2023
3:00 p.m. (Pacific Time)

PROPOSAL DELIVERY ADDRESS: Via email to the LAPD Recruitment and Employment Division at LAPDRED@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online.

TECHNICAL ASSISTANCE: All questions related to this Request for Proposals shall be submitted in writing via e-mail to the LAPD Recruitment and Employment Division at LAPDRED@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online, no later than 3:00 p.m. (Pacific Time), September 8, 2023.

PROPOSERS’ CONFERENCE: A **mandatory** Pre-Proposal Conference will be held at 10: 00 a.m. (Pacific Time) on August 31, 2023 via Microsoft Teams or Zoom by reservation only. Proposers wishing to attend the Pre-Proposal Conference shall notify the LAPD Recruitment and Employment Division at LAPDRED@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online, no later than 3:00 p.m. (Pacific Time) on August 29, 2023.

Proposers wishing to submit questions in advance of the Pre-Proposal Conference shall do so via e-mail to the LAPD Recruitment and Employment Division at LAPDRED@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online, no later than 3:00 p.m. (Pacific Time) on **August 24, 2023**.
No proposal will be accepted from a Proposer who does not attend the Pre-Proposal Conference.

RFP CONTRACT ADMINISTRATOR: Los Angeles Police Department
Training Bureau
Recruitment and Employment Division
100 W. First Street, 6th Floor
Los Angeles, California 90012
Email: LAPDRED@lapd.online

TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Background.....	1
1.2	Request for Proposals (RFP) Schedule	2
1.3	Mandatory Pre-Proposal Conference	2
2.0	SCOPE OF SERVICES	4
2.1	Services Solicited	4
3.0	PROPOSAL EVALUATION AND EVALUATION CRITERIA	5
3.1	General Information	5
3.2	Evaluation Criteria	6
3.3	Capacity to Perform	7
3.4	Interview Panel and Solution Demonstration	8
4.0	CONTENT OF RESPONSE	8
4.1	Cover Letter	9
4.2	Qualifications of the Proposer(s).....	9
4.3	Disclosure	10
4.4	Cost Breakdown	10
4.5	City Contracts Held Within the Last Ten Years.....	11
4.6	Qualified Employees	12
4.7	Performance Schedule	13
4.8	Corporation or Other Entity Capability	13
4.9	Confidential Information	13
4.10	Use of Subcontractors/Organizational Relationships	15
5.0	MANDATORY CITY CONTRACTING REQUIREMENTS.....	15
5.1	Business Inclusion Program (BIP) Outreach.....	15
5.2	Local Business Preference Program	16
5.3	Information on Business Locations and Workforce	17
5.4	Statement of Non-Collusion	17
5.5	Non-discrimination, Equal Employment Practices, and Affirmative Action Policies.....	18
5.6	Child Support Assignment Orders	18
5.7	Service Contract Worker Retention and Living Wage Ordinances.....	19
5.8	Equal Benefits and First Source Hiring Ordinances.....	19
5.9	Contractor Responsibility Ordinance	20
5.10	Slavery Disclosure and Border Wall Disclosure Ordinances.....	21
5.11	Proposer Certification - CEC Form 50	21
5.12	Proposer Contributions - CEC Form 55	22
5.13	Iran Contracting Act of 2010	22
5.14	Government and Business Taxation Forms.....	23
5.15	Insurance	23
5.16	Record Retention Practices	23
5.17	Recycled Paper	24
5.18	Additional Data	24
5.19	Fair Chance Initiative for Hiring Ordinance	24

6.0	CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE	24
6.1	Confidentiality and Restrictions on Disclosure	24
6.2	Document Control Procedure	26
7.0	STANDARD PROVISIONS	26
8.0	ADMINISTRATIVE GUIDELINES FOR SUBMITTAL	26
8.1	Acceptance of Terms and Conditions	26
8.2	Proposals Must be in Writing and in English	27
8.3	Submission Deadline	27
8.4	Responsibility for Timely Submittal of Proposal	28
8.5	Protest Process	28
8.6	Proposal Errors	29
9.0	PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD .	29
10.0	CONFLICTS OF INTEREST	29
11.0	GENERAL CITY RESERVATIONS	30
12.0	ATTORNEYS' FEES	32
13.0	AWARD OF CONTRACT	32
14.0	PROPOSER CHECKLIST	33
14.1	General Information	33
14.2	Required Content of Proposal.....	33
14.3	Required Related Documents.....	33
14.4	Required Related Documents to be Submitted Online (RAMPLA)	34

APPENDICES

Appendix A	Business Inclusion Program (BIP) Requirements
Appendix B	Information on Business Location and Workforce
Appendix C	Statement of Non-Collusion
Appendix D	Child Support Obligations
Appendix E	Service Contractor Worker Retention and Living Wage Ordinances
Appendix F	Contractor Responsibility Ordinance (CRO)
Appendix G	CEC Form 50
Appendix H	CEC Form 55
Appendix I	Iran Contracting Act of 2010 Compliance Affidavit
Appendix J	Standard Provisions for City Contracts (Rev. 9/22) [v.1]

**REQUEST FOR PROPOSALS NO. 23-600-001
COURT REPORTER SERVICES
FOR THE
LOS ANGELES POLICE DEPARTMENT**

1.0 INTRODUCTION

1.1 Background

The City of Los Angeles is one of the most ethnically and geographically diverse cities in the country. Its residents speak 224 languages and live in diverse communities. Los Angeles Police Officers are sworn to protect and to serve more than 4 million residents of the City of Los Angeles. Their jurisdiction is the sprawling 468 square miles of the City.

The duties of a Los Angeles Police Officer include investigating crimes, making arrests, patrolling communities to make them safer, working with the community to solve problems, conducting community meetings, mediating disputes, investigating traffic collisions, and providing general police services.

In recent years, the Los Angeles Police Department has encountered a crisis in recruiting new sworn personnel to the Department. This is an even greater challenge as the Department continues to struggle to meet its goals to diversify the rank and file, by hiring a greater number of women and individuals of African-American and Asian/Pacific Islander decent. This crisis is part of a broader trend affecting law enforcement agencies nationwide. The Los Angeles Police Department currently has approximately 700 sworn vacancies. The recruitment crisis has led to staffing shortages, increased workload and extended working hours. The use of a professional advertising and marketing service would assist the Department's goal of recruiting and hiring police officers.

Most forms referred to in this RFP are available at www.rampLA.org. Please go to www.rampLA.org to register and to complete the necessary forms for replying to this RFP.

Questions regarding this RFP shall be submitted by e-mail only and directed to the LAPD Recruitment and Employment Division at LAPDRED@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online no later than 3:00 p.m. on **September 8, 2023**.

Proposers must register on the City of Los Angeles Regional Alliance Marketplace for Procurement ("RAMP") at www.rampLA.org in order to complete the proposal process and receive changes to the RFP.

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

1.2 Request for Proposals (RFP) Schedule

This schedule indicates estimated dates for the RFP and contracting process. The City reserves the right to adjust this schedule as necessary.

Date	Event (Pacific Time)
August 10, 2023	Release RFP to potential Proposers
August 24, 2023	3:00 p.m.: Deadline for receiving written questions for Mandatory Pre-Proposal Conference
August 29, 2023	3:00 p.m.: Deadline to notify LAPD by email, intent to attend Mandatory Pre-Proposal Conference
August 31, 2023	10:00 a.m.: <u>Mandatory</u> Pre-Proposal Conference (by Reservation Only)
September 8, 2023	3:00 p.m. Last day to submit questions before RFP responses due
September 20, 2023	11:59 p.m. BIP OUTREACH DUE
October 5, 2023	3:00 P.M. RFP RESPONSES DUE

1.3 Mandatory Pre-Proposal Conference

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

10:00 a.m. (PACIFIC TIME), August 31, 2023
LAPD – Recruitment and Employment Division
Via Microsoft Teams or Zoom

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

Vendors attending the web conference will be provided detailed instructions via email to access the web conference after indicating their intent to attend by sending an email to the LAPD Recruitment and Employment Division at LAPDRED@lapd.online and the LAPD Contracts Section at LAPDContracts@lapd.online no later than **3:00 P.M. (Pacific Time)** on **August 29, 2023**. If proposer attendance cannot be confirmed by the City, any proposal submitted by the proposer will be deemed non-responsive.

Attendees of the web conference must stay for the entire duration of the meeting and are responsible for all information that is presented. The RFP Administrator will announce during the presentation at what point remote attendees are no longer permitted to join the meeting. After the announcement, the meeting will proceed, and no additional remote attendees will be able to register their attendance for the meeting. Pre-proposal conference attendees MUST HAVE A COPY OF THE RFP AVAILABLE. NO COPIES WILL BE EMAILED OR SHARED DURING THE PRE-PROPOSAL CONFERENCE.

1.3.1 Purpose of Pre-Proposal Conference

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

1.3.2 How to Prepare Questions

To maximize the effectiveness of the conference, the LAPD requires that Proposers provide questions in writing by 3:00 p.m. (Pacific Time) on August 24, 2023 to: LAPD Recruitment and Employment Division at LAPDRED@lapd.online and copies to the LAPD Contracts Section at LAPDContracts@lapd.online. All communications must be sent via email with the title of this RFP in the subject line.

The LAPD will make every effort to prepare responses to proposers' questions in advance of the conference. **Please identify the RFP title on the subject line of your message. Additional questions may be accepted at the conference and after the conference until 3:00 p.m. (Pacific Time) on September 8, 2023.** However, responses may be deferred and posted online as addenda to the RFP at a later date. To ensure the fair and consistent distribution of information, questions will be answered and distributed at the Pre-Proposal Conference and shared via RAMPLA.

2.0 SCOPE OF SERVICES

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

2.1 Services Solicited

- 2.1.1 Design, develop, and execute customized marketing strategies, content and videos to promote LAPD recruitment opportunities.

Service 2.1.1 Deliverable(s): A detailed performance schedule by phase indicating the plan for accomplishing Task 1 must be provided as part of the proposal. The schedule should also identify the personnel engaged in each task, the deliverables for each task, and the significant completion dates.

- 2.1.2 Utilize radio, streaming, social media platforms and display targeting across designated marketing area to recruit applicants.

Service 2.1.2 Deliverable(s): A detailed performance schedule by phase indicating the plan for accomplishing Task 2 must be provided as part of the proposal. The schedule should also identify the personnel engaged in each task, the deliverables for each task, and the significant completion dates.

- 2.1.3 Launch digital media strategy, planning, execution, optimization, and reporting for social media, search and programmatic advertising platforms.

Service 2.1.3 Deliverable(s): A detailed performance schedule by phase indicating the plan for accomplishing Task 3 must be provided as part of the proposal. The schedule should also identify the personnel engaged in each task, the deliverables for each task, and the significant completion dates.

- 2.1.4 Utilize streaming audio for advertisement, including targeted messaging to job seekers and adults 21 – 34 years old.

Service 2.1. 4 Deliverable(s): A detailed performance schedule by phase indicating the plan for accomplishing Task 4 must be provided as part of the proposal. The schedule should also identify the personnel engaged in each

task, the deliverables for each task, and the significant completion dates.

- 2.1.5 Promote the application process, share details of recruitment events, and encourage form fills across multiple platforms.

Service 2.1.5 Deliverable(s): A detailed performance schedule by phase indicating the plan for accomplishing Task 5 must be provided as part of the proposal. The schedule should also identify the personnel engaged in each task, the deliverables for each task, and the significant completion dates.

- 2.1.6 Implement transparent and real-time reporting to optimize performance.

Service 2.1.6 Deliverable(s): A detailed performance schedule by phase indicating the plan for accomplishing Task 6 must be provided as part of the proposal. The schedule should also identify the personnel engaged in each task, the deliverables for each task, and the significant completion dates.

- 2.1.7 Provide analytics to measure advertising effectiveness.

Service 2.1.7 Deliverable(s): A detailed performance schedule by phase indicating the plan for accomplishing Task 7 must be provided as part of the proposal. The schedule should also identify the personnel engaged in each task, the deliverables for each task, and the significant completion dates.

3.0 PROPOSAL EVALUATION AND EVALUATION CRITERIA

3.1 General Information

After receipt of proposal, but prior to award of any contract(s), the City, at its sole discretion, may require any or all Proposers to submit additional information and/or to meet in person with City personnel.

Failure of a Proposer to specifically respond to each RFP item, or any other information requested by the City, may be grounds for rejecting that proposal. The City, at its option, may reject any and all proposals submitted in response to this RFP, or waive any informality in a proposal when to do so would be to the advantage of the City or its taxpayers.

The City will ONLY consider proposals from firms that have successfully provided the services sought in this RFP, for large enterprises or governmental entities. The successful proposal(s) will not necessarily be that which sets forth the lowest price. The proposal must contain sufficient information that will establish the viability of the Proposer's services. The City must be assured that, when completed, the services will meet or exceed the requirements identified in this RFP.

The appropriate City staff will review all submitted proposals.

3.2 Evaluation Criteria

The retention by the LAPD of any entity submitting a proposal shall be based upon the following criteria:

3.2.1 General Qualifications (50 Points)

- a. Amount of marketing/advertisement services provided by the vendor.
- b. Record of past performance of the proposer in providing similar services.
- c. Relevant public-agency experience of the contractor in providing similar services.
- d. Direct or related experience the proposer has that indicates success in performing the required services in an economical manner.

3.2.2 Pricing of Services (40 Points)

- a. Costs of the services as detailed in the proposal.

3.2.3 Compliance with RFP Requirements (10 Points)

The evaluation team will consider the completeness and responsiveness of the Proposer's written proposal with special emphasis given to completion of contract compliance issues and ability to conform to the terms and conditions of the RFP.

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

The City may award a contract to multiple vendors based on the Proposer's area of expertise and experience.

3.3 Capacity to Perform

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

3.3.1 Background and Qualifications of Organization

- 3.3.1.1 Provide information on founders, core products and service officers, number of employees, and any significant mergers or acquisitions in the past four years.
- 3.3.1.2 Provide information on your history providing Marketing and Advertising Services.
- 3.3.1.3 Describe experience providing Marketing and Advertising Services to governmental entities, particularly law enforcement agencies, if applicable.
- 3.3.1.4 Outline what differentiates you from your competitors.

3.3.2 Financial Capacity to Perform

- 3.3.2.1 Proposer should state whether it or any of its parents, subsidiaries, or affiliates has in the past seven years filed for bankruptcy and should provide the date, type, and current status of any such filing.

Please note: If you have had a contract terminated for default during the past five years or have been involved in litigation regarding a contract or performance of Marketing and Advertising Services, this fact should be disclosed along with your position on the matter(s). Please include the case caption, case number, and jurisdiction. If you have experienced no such terminations for

default in the past five years and have not been involved in contract litigation, then you should indicate such.

3.3.3 Staffing and Key Staff Qualifications

Describe the team that would work on this project. Include a list of key team members. Make the case for why they will be good fits for this implementation. Please provide bios, resumes, and any other documentation you think best highlights the strength of the team that would be working on this project. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together. For legal purposes, we will need you to designate one firm as the prime contractor and all others as subcontractors.

3.3.4 References and Additional Information

Provide a brief overview of your active client base. Please provide three references, including their contact information and details on your history with them. Preferably, customer references will come from entities similar in size, scope, and complexity to the City of Los Angeles. Note that incorrect contact information (or a failure to respond by your reference) will be considered as a negative reference.

3.4 Interview Panel and Solution Demonstration

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

4.0 CONTENT OF RESPONSE

The response to this RFP must be made in accordance with the format and in the order set forth herein. Failure to adhere to this format and order may be considered non-responsive and, therefore, be cause for rejection of the proposal. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material. It is the City's intent to award a contract, in a form approved by the City Attorney, to the selected Proposer(s). This RFP and the proposal submitted, or any part thereof, may be incorporated into and made a part of the contract. Proposals accepted by the City constitute a legally binding contract offer by the Proposer.

4.1 Cover Letter

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

- 4.1.1 Name, address, telephone number, and legal business status (individual, limited liability partnership, corporation, etc.) of the Proposer.
- 4.1.2 Name, title, address, and telephone number of the person or persons authorized to represent the Proposer in contract negotiations with the LAPD with respect to the RFP and any subsequently awarded contract. The cover letter shall also indicate any limitation of authority for the person named.
- 4.1.3 Required indemnity language from Section 4.3 below.
- 4.1.4 A representative or officer of the Proposer must sign the cover letter.
- 4.1.5 That representative shall have been authorized to bind the Proposer to all provisions of the RFP, any subsequent changes and to the contract if an award is made.
- 4.1.6 All of the signatures referenced above must be submitted as originals and signed in black or blue ink.

4.2 Qualifications of the Proposer(s)

- 4.2.1 The Proposer(s) must demonstrate past and present ability to fulfill the requirements established by this RFP.
- 4.2.2 Proposers are required to provide detailed information demonstrating an ability to perform the necessary services with specific reference to the activities noted above in this RFP.
- 4.2.3 The proposal must describe the qualifications of the Proposer by reason of past experience with similar undertakings and provide the following details:
 - 1) Name(s) and contact information of customer(s) for whom the service was provided;
 - 2) Dates and periods during which the indicated service was provided; and
 - 3) The extent and exact nature of the service(s).

This section must also contain a statement of express permission for the City to contact any identified previous customer and request information on the performance of the Proposer as well as sample composites.

- 4.2.4 The services required under this RFP may be subcontracted to individuals not employed by the Proposer upon receipt of prior written approval from the City.
- 4.2.5 All proposals must specifically state the Proposer's experience providing Marketing and Advertising Services. Experience with law enforcement or military agencies is preferred.
- 4.2.6 The proposal must indicate the relevant public-agency experience of the individuals who will be performing the work.
- 4.2.7 The proposal should include any other information that will assist the LAPD in evaluating the qualifications of the Proposer.

4.3 Disclosure

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

4.4 Cost Breakdown

The proposal must include the pricing schedule of services and an explanation of any fees. Proposer's pricing model should include the total services fees as well as tax, surcharge, and any and all other miscellaneous expenses associated with the tasks or events indicated in Section 2.0, Scope of Services, as applicable, and the rate that fees accrue (e.g., per hour, per item, per page, per task, or any other unit basis).

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

Any taxes due will be assumed to be included in your price of services. Proposer will bear responsibility for any clerical errors in the financial proposal, or errors made in pricing the services (e.g., the omission of a component of the services). The total cost that is quoted in the financial

proposal will be considered a best and final offer, although the City reserves the right to further negotiate pricing.

Upon award of a contract, invoices that contain fees, charges, or services not authorized under the contracted fee schedule attached to the executed contract will be disapproved.

Proposers should note that the City will not provide clerical support, telephone or reproduction services for the Proposer who is awarded the contract. Parking and workspace may be available at LAPD facilities when required.

4.5 City Contracts Held Within the Last Ten Years

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

4.5.1.1 The City entity or department that administered the contract;

4.5.1.2 The contract number;

4.5.1.3 The dollar amount of the contract;

4.5.1.4 Date and periods during which the contract was in effect; and

4.5.1.5 A short description of the services provided.

4.5.2 A list of current references that includes:

4.5.2.1 Client's name and address;

4.5.2.2 Contact person;

4.5.2.3 Title of contact person;

4.5.2.4 Telephone number;

4.5.2.5 Dates of services provided;

4.5.2.6 Brief description of work completed for the client; and

4.5.2.7 A statement of express permission for the City to contact identified previous customer and request information on the performance of the Proposer.

4.6 Qualified Employees

List of qualified employees who will be performing the work. Explanation of qualifications.

- 4.6.1** The personnel assigned to perform under the contract must have prior experience successfully implementing Marketing and Advertising Services of similar scope and complexity.
- 4.6.2** The Proposer must include the name of all key personnel who are employed by the Proposer and the proposed subcontractor(s) who will be assigned to perform services pursuant to the contract.
- 4.6.3** The Proposer must designate a fulltime Project Manager with full authority to administer the contract of the Marketing and Advertising Services support on behalf of the Proposer.
- 4.6.4** For each person identified, the following information must be provided:
 - 4.6.4.1** Description of the services to be performed by each key person assigned to work on Marketing and Advertising Services.
 - 4.6.4.2** Length of tenure of each qualified employee who will be performing the work. A brief, complete statement of each key person's experience and background, giving the number of years of experience, title or function while gaining the experience and ending dates of the projects cited for relevant experience, and the relationship of that key person to the major goals of the project cited.
 - 4.6.4.3** The estimated amount of time each key person will be assigned to work on the project.
- 4.6.5** The City's RFP Coordinator reserves the right to verify each person's experience and/or education. The City reserves the right to approve any changes in personnel assigned by the selected Proposer to the contract. The City may also require that the selected Proposer's staff working on the Marketing and Advertising Services contract undergo a background investigation check conducted by the LAPD.

4.7 Performance Schedule

A detailed performance schedule by phase indicating the plan for accomplishing the design, development, implementation, and any other support proposed for Marketing and Advertising Services must be provided as part of the proposal. The section should also identify the personnel from Section 4.6 who will be engaged in each task, the deliverables for each task, and the significant completion dates (days/weeks after the contract start for each deliverable in Section 2.1, Services Solicited). Appropriate review periods must be indicated.

4.8 Corporation or Other Entity Capability

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

4.9 Confidential Information

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

"NOTICE"

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

In proposals containing proprietary information, proprietary paragraphs, and/or other data should be clearly marked as noted above. **The**

Proposer must include one additional electronic copy of the proposal with the confidential material totally blacked out or otherwise redacted from the text so that one copy is available as public material. In accordance with the California Public Records Act, this information may, upon request, be released to the public.

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

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

“The Proposer undertakes and agrees to defend, indemnify and hold harmless the City of Los Angeles and any of its boards, officers, agents, and employees (collectively, the City) from and against all suits, claims, and causes of action brought against the City for the City’s refusal to disclose the Proposer’s trade secrets or Proposer’s other technical, financial or other information to any person making a request pursuant to the State of California Public Records Act (California Government Code Section 6250 et seq.). The Proposer’s obligations herein include, but are not limited to, all reasonable attorney’s fees (both in house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action

brought against the City, through and including any appellate proceedings. The Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature."

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

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

4.10 Use of Subcontractors [Organizational Relationships]

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

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

5.0 MANDATORY CITY CONTRACTING REQUIREMENTS

Section 5 describes mandatory requirements for contracting with the City of Los Angeles. Please access more detailed Information and forms that must be completed by the Proposer at www.rampLA.org. Please note that, in addition to being completed and submitted with your proposal, several of these documents must also be completed and uploaded to www.rampLA.org.

5.1 Business Inclusion Program (BIP) Outreach

It is the policy of the City to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business

Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBES), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the contractual process. All respondents are strongly encouraged to make an effort to include members of these groups in any subcontracting work to be performed if awarded the contract.

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

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

5.2 Local Business Preference Program

The Local Business Preference Program Ordinance (Los Angeles Administrative Code Section 10.47) establishing the Local Business Preference Program (LBPP) for the City's procurement of goods, equipment and services, including construction, when the contract involves an expenditure in excess of \$150,000.00 is available alongside this Request For Proposals on www.rampLA.org. If you are qualified or can be provisionally qualified as a Local Business, please indicate that in your proposal.

Participation Criteria for Local Business Preference Program

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

5.3 Information on Business Locations and Workforce

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

- 5.3.1** The headquarters address of respondent's firm and the total number of people employed by the firm, regardless of work location;
- 5.3.2** The percentage of the respondent's total workforce employed within the City of Los Angeles and the percentage residing within the City; and
- 5.3.3** The address of any branch offices located within the City of Los Angeles and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.
- 5.3.4** If the Proposer is a joint venture or other collaboration of separate entities, each member of the joint venture or collaboration must submit such a list.

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

5.4 Statement of Non-Collusion

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

- 5.4.1** The response is genuine, not a sham or collusive;
- 5.4.2** The response is not made in the interest or on behalf of any person not named therein;
- 5.4.3** The respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and
- 5.4.4** The respondent has not in any manner sought by collusion to

secure an advantage over any other respondent.

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

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

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3, Equal Employment Practices Provisions.

Non-construction services to or for the City for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contain similar language shall be made available to the Office of Contract Compliance upon request.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

5.6 Child Support Assignment Orders

Proposers are advised that any contract awarded pursuant to this RFP will be subject to the applicable provisions of Los Angeles Administrative Code, Section 10.10, Child Support Obligations. City policy also requires that all contractors performing work for the City comply with all applicable state and federal reporting requirements relative to legally mandated child support. Proposers must refer to Appendix D – Child Support Obligations for further information and instructions and must submit the required declaration at the time proposals are submitted.

5.7 Service Contract Worker Retention and Living Wage Ordinances

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code, Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36, et. seq., Service Contract Worker Retention Ordinance (SCWRO). Proposers shall refer to Appendix E “Living Wage Ordinance and Service Contract Worker Retention Ordinance” for further information regarding the requirements of the Ordinances.

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

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

5.8 Equal Benefits and First Source Hiring Ordinances

5.8.1 Equal Benefits Ordinance

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

Proposers shall complete and **upload** the Equal Benefits Ordinance Affidavit (EBO/FSHO Compliance) available on the RAMP website at www.rampLA.org prior to award of a City contract valued at \$25,000.00. The Equal Benefits Ordinance Affidavit shall be effective for a period of three years from the date it is first uploaded onto the RAMP website. Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Proposers seeking a waiver from the requirements of EBO shall

visit the Bureau of Contract Administration's web site www.bca.lacity.org and download the form. The EBO Waiver Request Form must be returned with the bid/proposal.

5.8.2 First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000.00 and a contract term of at least three months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 *et seq.*, First Source Hiring Ordinance (FSHO). The First Source Hiring Ordinance Compliance Affidavit (EBO/FSHO Compliance), shall only be required of the Proposer that is selected for award of a contract. If required, Contractors shall complete and upload the First Source Hiring Ordinance Affidavit available on the RAMP website at www.rampLA.org prior to execution of a contract.

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

5.9 Contractor Responsibility Ordinance

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

This Contractor Responsibility Ordinance requires that all respondents complete and return, with their response, the City of Los Angeles Responsibility Questionnaire and the Pledge of Compliance with Contractor Responsibility. Failure to return the completed questionnaire may result in the response being deemed non-responsive. The Contractor Responsibility Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within 30 calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract. Pursuant to the Contractor Responsibility Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect

employees. Further, the Contractor Responsibility Ordinance requires each contractor to: (1) notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Contractor Responsibility Ordinance; and (2) notify the awarding authority within 30 calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance.

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

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

5.10 Slavery Disclosure and Border Wall Disclosure Ordinances

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance ("SDO") and Disclosure of Border Wall Contracting Ordinance ("DBWCO"), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

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

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

5.11 Proposer Certification – CEC Form 50

A proposer who submits a response to this solicitation must submit with its proposal a completed CEC Form 50 acknowledging that the proposer agrees to comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance, attached, if the proposer qualifies as a lobbying entity under Los Angeles Municipal Code Section

48.02 (exemptions in Los Angeles Municipal Code Section 48.03 and Los Angeles Administrative Code Section 10.40.4 do not apply). A response submitted without a completed CEC Form 50 shall be deemed nonresponsive.

The CEC Form 50 is attached as Appendix G.

5.12 Proposer Contributions – CEC Form 55

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

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

5.13 Iran Contracting Act of 2010

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

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

5.14 Government and Business Taxation Forms

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

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

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

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

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

5.15 Insurance

After the award of the contract, but before work commences, the selected Proposer(s) must submit proof of insurance (ACORD certificate) to the Risk Manager electronically at <https://kwikcomply.org/>. Insurance requirements for the services requested in the RFP are described in Exhibit 1 of the Standard Provisions for City Contracts (Appendix J).

5.16 Record Retention Practices

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

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

5.17 Recycled Paper

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

5.18 Additional Data

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

5.19 Fair Chance Initiative for Hiring Ordinance

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

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

6.0 CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

All Proposers are advised that any contract awarded as a result of this RFP process will be subject to the following provisions:

6.1 Confidentiality and Restrictions on Disclosure

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor

agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for protecting the confidentiality and maintaining the security of City documents and records in its possession.

- B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.

- C. The Contractor must not remove Confidential Information, or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- D. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- E. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement,

execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

6.2 Document Control Procedure

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

7.0 STANDARD PROVISIONS

The Standard Provisions for City Contracts (Rev. 9/22) [v.1] (the “Standard Provisions”), attached as Appendix J, sets forth City’s required terms and conditions. City requires each Proposer either to accept the Standard Provisions affirmatively as presented or to clearly state in writing required modifications, additions, or substitutions (collectively “Exceptions”). Every Proposer must review the Standard Provisions and must set forth all Exceptions to the Standard Provisions, if any, in the form of proposed alternative language or identification of specific terms to be deleted and must disclose any impact on the proposed price if City rejects the Exceptions. City may disqualify and terminate negotiations with any Proposer that did not identify an Exception to a given provision in its proposal and subsequently attempts to do so during negotiations. Further, City reserves the right to disqualify any Proposer with whom City is unable to negotiate a definitive agreement. Therefore, it is in Proposer’s best interest to have the Standard Provisions reviewed by their legal counsel prior to submission of Proposer’s response to this RFP. The number and extent of any Exceptions may be factored into the evaluation of the Proposer’s proposal. Submission of the Proposer’s form agreement in response to the requirements of this Section of the RFP will be deemed non-responsive.

8.0 ADMINISTRATIVE GUIDELINES FOR SUBMITTAL

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

8.1 Acceptance of Terms and Conditions

The submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions set forth herein.

8.2 Proposals Must be in Writing and in English

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

8.3 Submission Deadline

The Proposal must be submitted via email by **October 5, 2023 at 3:00 p.m. (Pacific Time)** to the LAPD Recruitment and Employment Division at LAPDRED@lapd.online with copies to the LAPD Contracts Section at LAPDContracts@lapd.online. The subject line must be:

“PROPOSAL – RFP No. 23-600-001 FOR MARKETING AND ADVERTISING SERVICES”

In addition, the following requirements apply:

- 8.3.1 The date and time of the email submission of Proposals is determined by the records of the City of Los Angeles email system. Once submission deadlines have passed, Proposers will not be permitted to resubmit their proposal if the City of Los Angeles email system rejects an email submission for any reason;
- 8.3.2 The maximum size of an email submitting a Proposal, including all attachments in PDF or Excel format, must be 25 MB or less (Proposers are solely responsible for ensuring that email submissions comply with any size restrictions imposed by the Proposer’s internet service provider);
- 8.3.3 Proposers should endeavor to submit the Proposal in a single email and avoid sending multiple email submissions in response to this RFP. However, if the file size of an email exceeds the applicable maximum size, the Proposer may make multiple submissions (multiple emails in response to the same RFP) to reduce attachment file size to be within the maximum applicable size. In the event multiple emails are necessary due to size restrictions, Proposers shall identify the order and number of emails making up

the response submission (e.g. “email 1 of 3, email 2 of 3, email 3 of 3”);

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

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

8.4 Responsibility for Timely Submittal of Proposal

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

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

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

8.5 Protest Process

Within 10 days of receiving notice of the proposed award, a proposer may submit a protest. Any protest to a proposal award must:

8.5.1 Be in writing;

8.5.2 State the specific reasons for the protest; and

8.5.3 State how the Proposer’s Proposal met the requirements of the RFP.

Upon receipt of a written protest, the RFP/Contract Administrator will furnish the protester with a written statement setting forth the reasons for the proposed award (“Protest Response”).

Within 10 days of the date of the Protest Response, the protestor may submit written documentation as to why the award should not be made according to the City’s plans (“Further Documentation”). Within 30 days of

the date of Further Documentation, City shall submit a written decision regarding the protest.

8.6 Proposal Errors

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

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

9.0 PROHIBITION OF COMMUNICATION DURING RFP EVALUATION PERIOD

After the submittal of proposals and continuing until a contract has been awarded, all City personnel involved in the project will be specifically directed against holding any meetings, conferences or technical discussions with any Proposer except as provided in the RFP. Proposers shall not initiate communication in any manner with City personnel regarding this RFP or the proposals during this period of time, unless authorized by this RFP. **Failure to comply with this requirement will automatically terminate further consideration of that firm's or individual's proposal. This is not intended to prevent current contractors from conducting on-going business under existing contracts.**

10.0 CONFLICTS OF INTEREST

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

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

11.0 GENERAL CITY RESERVATIONS

- 11.1** City reserves the right to verify the information in the response.
- 11.2** If a firm knowingly and willfully submits false information or other data, the City reserves the right to reject that response. If a contract was awarded as a result of false statements or other data submitted in response to this RFP, the City reserves the right to terminate that contract.
- 11.3** Submission of a response to this RFP shall constitute acknowledgment and acceptance of the terms and conditions set forth herein. Responses and the offers contained therein shall remain valid for a period of 180 days from the date set for receipt of responses. Firms awarded a contract pursuant to this RFP will be required to enter into a written contract with the City approved as to form by the City Attorney. This RFP and response, or any parts thereof, may be incorporated into and made a part of the final contract. The City reserves the right to further negotiate the terms and conditions of the contract. The final contract offer of the City may contain additional terms or terms different from those set forth herein.
- 11.4** The City reserves the right to waive any informality in the process when to do so is in the best interest of the City.
- 11.5** The City reserves the right to withdraw this RFP at any time without prior notice and the right to reject any and all Responses. The City makes no representation that any contract will be awarded to any firm responding to this RFP. The City reserves the right to extend the deadline for submission. Firms will have the right to revise their response in the event the deadline is extended.
- 11.6** A Proposer may withdraw its response prior to the specified due date and time. A written request to withdraw, signed by an authorized representative of the Proposer, and must be submitted to the LAPD at the address specified herein for submittal of proposal. After withdrawing a previously submitted proposal, the Proposer may submit another proposal at any time prior to the specified submission deadline.
- 11.7** All costs of response preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposer in the preparation and/or submission of the response.
- 11.8** Unnecessarily elaborate or lengthy responses or other presentations beyond those needed to give sufficient and clear response to all of the RFP requirements are not desired. The response must set forth accurate

and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered for contract award.

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

11.13 Contractor Evaluation Ordinance

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

The City may also conduct evaluations of the contractor's performance during the term of the contract. Evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the contractor assigns to the contract. Information from the evaluations will be kept in a centralized database, and City departments will consider that information when awarding future service contracts.

11.14 Pre-Award Negotiations

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

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

12.0 ATTORNEYS' FEES

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

13.0 AWARD OF CONTRACT

The Proposers to whom a contract is awarded, if any, shall be required to enter into a written contract with the City of Los Angeles in a form approved by the City Attorney. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. However, the City reserves the right to further negotiate the terms and conditions of the contract with the selected Proposer. The contract will, in any event, include fixed prices to be paid by the City for the Proposer to perform the services as provided herein under "Services to be Provided."

The Standard Provisions for City Contracts (Rev. 9/22) [v.1] will be incorporated and made part of the final contract. Proposer should review the Standard Provisions for City Contracts which can be downloaded from www.rampLA.org as part of this RFP as Appendix J.

All contractors must additionally comply with the "Municipal Lobbying Ordinance" (Los Angeles Municipal Code 48.09 (H)). Proposer should review the

Municipal Lobbying Ordinance, which can be download at the following Los Angeles City Ethics Commission link: <https://ethics.lacity.org/lobbying>.

14.0 PROPOSER CHECKLIST

All documents listed must be included with your proposal. Please indicate non-applicable (N/A) on any documents that do not apply to your company.

14.1 General Information

- One electronic copy of the complete Proposal (Section 8.3)

14.2 Required Content of Proposal

- Cover Letter with Appropriate Signatures (Section 4.1)
- Qualifications of the Proposer(s), Including List of References (Section 4.2)
- Cost Breakdown (Section 4.4)
- Corporation or Other Entity Capability (Section 4.8)
- Statement Regarding Additional Data (Section 5.18)
- Statement Regarding California Public Records Act (If Proposer Claims Any Exemption) (Section 4.9)

14.3 Required Related Documents

- Business Inclusion Program (BIP) Schedule A (Section 5.1 and Appendix A). Include copy of Summary Sheet.
- Proposer's Business Locations and Workforce Information (Section 5.3 and Appendix B)
- Statement of Non-Collusion with Appropriate Signatures (Section 5.4 and Appendix C)
- Child Support Assignment Obligations Form (Section 5.6 and Appendix D)
- Service Contract Worker Retention and Living Wage Ordinances Documents (Section 5.7 and Appendix E)
- Contractor Responsibility Ordinance (CRO) Questionnaire and Certification of Compliance with CRO (Section 5.9 and Appendix F)
- Municipal Lobbying Ordinance CEC Form 50 (Section 5.11 and Appendix G)
- Bidder Campaign Contributions and Fundraising CEC Form 55 (Section 5.12 and Appendix H)

- Iran Contracting Act of 2010 Compliance Affidavit (Section 5.13 and Appendix I)
- Government and Business Taxation Forms (Section 5.14)
- Standard Provisions for City Contracts (Section 5.15, 7.0 and Appendix J)

14.4 Required Related Documents to be Submitted Online (RampLA)

- Equal Benefits Ordinance Form/First Source Hiring Ordinance (Section 5.8)
- Slavery Disclosure Ordinance Form (Section 5.10)

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

APPENDIX A

BUSINESS INCLUSION PROGRAM (BIP) SCHEDULE A

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

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

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

The Los Angeles Police Department's anticipated levels of

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

NOTE: BIP outreach information and/or assistance for this RFP may be obtained through the LAPD's Contracts Sections at 213-486-0112 or Lapdcontracts@lapd.online.

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

SUMMARY

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

A. GENERAL

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

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$15 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least 51 percent owned by one or more disabled veterans; and
 - b. A business whose daily business operation must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
- a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (Caltrans); 3) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council, Inc. (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC-West) for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

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

- 1) City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
Address: 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
E-mail address: bca.certifications@lacity.org
Internet address: <https://bca.lacity.org/certification>
- 2) California Department of Transportation, Office of Business and Economic Opportunity
Address: 1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
Internet address:
www.dot.ca.gov/programs/business-and-economic-opportunity

- 3) Southern California Minority Business Development Council, Inc. (for a fee)
800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmbdc.org>
- 4) Women's Business Enterprise Council – West (WBEC-West) (for a fee)
400 Corporate Pointe, Suite 300
Culver City, CA 90230
Telephone: (310) 461-4361
Email: office@wbec-west.org
Internet address: www.wbec-west.com
- 5) California Public Utilities Commission's Supplier Clearinghouse(CPUC)
10100 Pioneer Boulevard, Suite 103
Santa Fe Springs, CA 90670
Telephone: (562) 325-8685
Fax: (562) 278-0153
Internet address: <http://www.thesupplierclearinghouse.com/>

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

Note: The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Small, Local Business Enterprise, they can request an SBE and EBE designation on their RAMP company profile. The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.

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

1. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
Address: 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684
Email: bca.certifications@lacity.org
Internet Address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources
Address: 707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
Email: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

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

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

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)
Address: 707 3rd Street, West Sacramento, CA 95605
Telephone: (916) 375-4940
Email: OSDSHelp@dgs.ca.gov
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)
Internet address: <https://www.va.gov/osdbu/>
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their TOS response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the Prime Contractor/Consultant for the performance of a part of the work which is proposed to be constructed or performed under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE, and OBE.
 - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
 - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
 - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
 - d. MBE, WBE, SBE, EBE, DVBE and/or OBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
 - e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
 - f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
 - g. MBE and/or WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
 - h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.
 - i. A listed firm that becomes certified or obtains additional certifications subsequent to the date the RFP is awarded, will receive the appropriate participation credit for any work performed after becoming certified.

Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

C. BIP OUTREACH DOCUMENTATION

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

Any technical difficulties while utilizing the RAMP should be reported immediately using the following steps:

1. Email RAMP Support at support@rampla.org.
2. Email the LAPD Contracts Section at Lapdcontracts@lapd.online.

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

Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.

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

Required Documentation: No documentation is required from the respondent.

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

Required Documentation: An employee of the proposer’s company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

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

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

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

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

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

Required Documentation: E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the RAMP’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer’s responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Notifications must contain areas of work anticipated to be sub-consulted, City of Los Angeles project name, name of the proposer,

and contact person's name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

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

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

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

Note: Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMP's notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

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

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

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

Required Documentation:

- a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
- b) An online Summary Sheet organized by work area, listing the following:
 - 1) The responses and/or bids received;
 - 2) The name of the subconsultant who submitted the bid/quote;
 - 3) A brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The respondent will be able to choose a pre-selected Response, but the reasons for selection/non-selection should be included in the Notes section of the online BIP Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line BIP Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the RAMP must be documented on the online BIP Summary Sheet.**

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

Note: City staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the RAMP's BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the RAMP and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the RAMP prior to being awarded the contract.

Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

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

Note: At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the RAMP and verify compliance with this indicator after the RFP submission deadline.

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

D. AWARD OF CONTRACT

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

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

E. SUBCONSULTANT SUBSTITUTION

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Awarding Authority for all substitutions of

bid-listed (Schedule A) subconsultants.

- b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.

2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.

- a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 - 1. Name of company contacted; contact person and telephone number; date and time of contact.
 - 2. Response for each item of work which was solicited, including dollar amounts.
 - 3. Reason for selection or rejection of sub-bid prospect.
 - 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.certifications@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
- b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review.

3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

1. MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)

Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)

During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting an invoice to the City.

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Awarding Authority which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Signature of Person Completing this Form <hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Printed Name of Person Completing this Form <hr style="border: none; border-top: 1px solid black; margin-bottom: 10px;"/> Title Date
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form: _____
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form: _____
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATON	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	
			Title: _____ Date: _____

**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

Project Title	Contract No.
Company Name	Address
Contact Person	Phone

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

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

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

Signature of Person Completing this Form Printed Name Title Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

APPENDIX B

INFORMATION ON BUSINESS LOCATION AND WORKFORCE

PROPOSER WORKFORCE INFORMATION

Proposer's Name (legal name of entity): _____

Headquarters of Firm (Street Address): _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Email _____

Telephone: _____ Fax: _____

Total Workforce: _____

Address of any Branch Office(s) Located Within the City of Los Angeles: _____

Workforce in Each Los Angeles Branch Office(s): _____

Percentage of Workforce in Each Los Angeles Branch Office(s) Residing in the City of Los Angeles: _____

Total Workforce Residing in the City of Los Angeles: _____

Percentage of Total Workforce Residing in the City of Los Angeles: _____

APPENDIX C

STATEMENT OF NON-COLLUSION

STATEMENT OF NON-COLLUSION

I, _____(name of proposer),
declare:

1. That I am authorized to submit this bid or proposal on behalf of _____(name of contractor); and,
2. That the bid is genuine, not a sham or collusive, nor is it made in the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other bidder or proposer to put in a sham bid, or any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself an advantage over any other bidder or proposer.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Executed this _____ day of _____, _____ at _____,
California.

APPENDIX D

CHILD SUPPORT ASSIGNMENT OBLIGATIONS

CHILD SUPPORT OBLIGATIONS

The City of Los Angeles has adopted an ordinance requiring that all contractors and subcontractors performing work for the City comply with all reporting requirements and wage and earning assignments relative to legally mandated child support. As a result, every contract that is let, awarded, or entered into with or on behalf of the City of Los Angeles shall contain the following provision:

The Contractor(s) and any Subcontractor(s) must fully comply with all applicable State and Federal employment reporting requirements for the Contractor(s)' and any Subcontractor(s)' employees. The Contractor(s) and any Subcontractor(s) must fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with the California Family Code. The Contractor(s) and any Subcontractor(s) must certify that the principal owner(s) thereof (any person who owns an interest of 10 percent or more) are in compliance with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally. The Contractor(s) and any Subcontractor(s) must certify that such compliance will be maintained throughout the term of the contract.

Failure of the Contractor(s) and/or any Subcontractor(s) to fully comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under to contract. Failure of the Contractor(s) and/or any Subcontractor(s) or principal owner(s) thereof to cure the default within 90 days of notice of such default by the City shall subject the contract to termination.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**

City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the Proposal/Bid Response

The undersigned hereby agrees that _____ will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

City/County/State _____

Date _____

Name of Business _____

Address _____

Signature of Authorized Officer or Representative _____

Print Name _____

Title _____

Telephone Number _____

APPENDIX E

WORKER RETENTION AND LIVING WAGE ORDINANCES

**CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)**

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum "living wage" and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the "living wage" rate. The "living wage" is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over \$25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.

- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

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7. Are an employer's subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars (\$100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation 11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

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

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child

Care Workers as defined in the LWO Rules and Regulations (an employee whose work on an agreement involves the care or supervision of children 12 years of age and under.) A copy of the IRS 501(c)(3) Exemption Letter will be required.

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

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

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

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

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

d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).

(1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).

(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

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

LWO EXEMPTION APPLICATION

OCC APPROVAL REQUIRED

This application for exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone #: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services provided that the grant funding agency indicates in writing that the provisions of the Ordinance should not apply.	A copy of the State or Federal grant-funding agency's determination to the OCC.
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> CFAR: First Year Financial Assistant Recipient <input type="checkbox"/> CFAR: Employing Fewer than Five Employees <input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs <input type="checkbox"/> CFAR: Exemption for Certain Employees	1. Memo justifying the exemption 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> Collective bargaining agreement	A copy of the CBA with the superseding language clearly marked. In addition, Employers servicing the Airport must provide a copy of the most current payroll. Airline Food Caterers must provide payrolls and health benefit statements.
<input type="checkbox"/> Student work-study or employment program	Documentation detailing program policies and guidelines, and the amount paid to the students
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
_____ Print Name of Person (Contractor) Completing This Form	_____ Signature of Person (Contractor) Completing This Form
_____ Title	_____ Phone #
_____ Date	
ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____ Contact: _____ Phone #: _____ Contract #: _____	
OCC USE ONLY:	
Approved <input type="checkbox"/> Not Approved <input type="checkbox"/> Reason: _____	
By Analyst: _____ Date: _____	

**CITY OF LOS ANGELES
WORKER RETENTION ORDINANCE
(Los Angeles Administrative Code Section 10.36 et seq)**

1. What is the Worker Retention Ordinance?

The Worker Retention Ordinance (WRO) requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The **WRO** covers the following types of agreements:

- For services in an amount over \$25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City.
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.
- Public Leases and Licensees

4. What does the Ordinance require a terminated contractor to do?

The WRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:

- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the WRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the WRO at the end of the 90-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the WRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement that the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

7. Does the successor contractor have to retain all the prior contractor's employees?

The WRO covers only employees who meet all of the following requirements:

- Earn less than twice the hourly wage without health benefits available under the Living Wage Ordinance, LAAC Section 10.37 et seq.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

APPENDIX F

CONTRACTOR RESPONSIBILITY ORDINANCE QUESTIONNAIRE

**CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive. If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION

Business Name Contractor's License Number
Street Address City State Zip
Contact Person, Title Phone Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
An update of a prior Questionnaire dated ___/___/___.
No change. 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 last Questionnaire dated ___/___/___ was submitted by the firm.

B. BUSINESS ORGANIZATION / STRUCTURE

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

Corporation: Date incorporated: ___/___/___ State of incorporation: ___
List the corporation's current officers.
President:
Vice President:
Secretary:
Treasurer:

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

Joint Venture: Date formed: ____/____/____

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?
 Yes No

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?
 Yes No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?
 Yes No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

Yes No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? _____ Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

Yes No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

Yes No

If **Yes**, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

(Use this space. If you need additional space, you can attach a document)

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

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

Yes No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes No

If Yes, please enter the date of the Notice(s).

F. DISPUTES

13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes No

(b) Work performance on a contract?

Yes No

(c) Employment-related litigation brought by an employee?

Yes No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

14. Does your firm have any outstanding judgments pending against it?

Yes No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

G. COMPLIANCE

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 9:

Yes No

If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

Yes **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

I. BUSINESS INTEGRITY

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.
- (a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?
 Yes **No**
 - (b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?
 Yes **No**
 - (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a

false claim or material misrepresentation to any governmental entity or public utility?

Yes No

19B. If you check Yes to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Electronic Signature:

Signature

Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16A

Check **Yes** in response to Question No. 16A if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES**California’s Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California’s Department of Fair Employment and Housing

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

California’s Department of Justice**LOCAL ENTITIES**

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

APPENDIX G

MUNICIPAL LOBBYING ORDINANCE CEC FORM 50

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

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

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

Certification

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

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

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

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

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

Name

Signature

Title

Date

APPENDIX H

BIDDER CAMPAIGN CONTRIBUTIONS CEC FORM 55

Form 55 Instructions



TABLE OF CONTENTS

- INTRODUCTION 1**
- CONTACT INFORMATION 1**
- BIDDER RESPONSIBILITIES 2**
- PAGE 1: COVER PAGE AND BIDDER INFORMATION 3**
 - A. Original or Amended Filing3
 - B. Reference Number.....3
 - C. Date Bid Submitted.....3
 - D. Contract Description.....4
 - E. Awarding Authority.....4
 - F. Bidder Information4
 - G. Schedule Summary.....4
 - H. Certification.....5
- PAGE 2: SCHEDULE A – BIDDER’S PRINCIPALS 6**
- PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS 6**

INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

ethics.commission@lacity.org

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

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

ethics.lacity.org

BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter § 470\(c\)\(12\)](#) and [Los Angeles Municipal Code § 49.7.35](#) apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

PAGE 1: COVER PAGE AND BIDDER INFORMATION

You must complete all sections on the cover page.

A. ORIGINAL OR AMENDED FILING

ORIGINAL FILING

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

AMENDMENT

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

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

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

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

B. REFERENCE NUMBER

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

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

C. DATE BID SUBMITTED

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

D. CONTRACT DESCRIPTION

Provide the following information in this section:

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

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

E. AWARDING AUTHORITY

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

F. BIDDER INFORMATION

Provide all of the following information:

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

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

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

G. SCHEDULE SUMMARY

ITEM 1: BIDDER'S PRINCIPALS

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

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

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

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

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

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

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

ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

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

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

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

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

ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

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

H. CERTIFICATION

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

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

PAGE 2: SCHEDULE A – BIDDER'S PRINCIPALS

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

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

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

PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

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

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

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

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

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): Los Angeles Police Department

Bidder Name: _____

Bidder Address: _____

Bidder Email Address: _____ Bidder Phone Number: _____

Schedule Summary

Please complete all three of the following:

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

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

Schedule A - Bidder's Principals

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule A pages are attached.

Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

** Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

APPENDIX I

IRAN CONTRACTING ACT OF 2010 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 (BRTC) 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>BRTC (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>BRTC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

APPENDIX J

STANDARD PROVISIONS FOR CITY CONTRACTS

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

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

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
PSC-45	<u>Contractor Data Reporting</u>	15

Exhibit 1 Insurance Contractual Requirements..... **16**

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
- 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
- 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
- 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

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

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

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

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

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

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

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

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

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

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

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

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

STANDARD PROVISIONS

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

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

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

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

Required Insurance and Minimum Limits

Name: LAPD Recruitment

Date: 12/16/2022

Agreement/Reference: Marketing and Advertising Services for LAPD - RFP

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an additional insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

___ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) _____

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

___ **Pollution Liability** _____

___ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

___ **Crime Insurance** _____

Other:

****Insurance certificates MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>**

****If contractor has no employees and wishes to have the workers' compensation requirement waived, please complete the "Request for Waiver of Workers' Compensation Insurance Requirement" form located at <http://cao.lacity.org/risk/InsuranceForms.htm> (and submit it to: cao.insurance.bonds@lacity.org)**

****No imposed automobile insurance-- contractor must comply with California automobile liability laws.**



Business Inclusion Program (BIP) Walkthrough Manual

Completing the Business Inclusion Program (BIP) Outreach
Requirement Online

July 2022

Table of Contents

Introduction	3
BIP Outreach Overview	3
BIP Outreach Helpful Hints	4
Required Submissions	6
Login to RAMP	8
Search for an Opportunity	10
Bookmark an Opportunity	16
Begin Outreach to Subcontractors	18
Notify Potential Subcontractors.....	23
Review Your BIP Outreach Activities.....	27
Completed Summary Sheet	32
Negotiate in Good Faith	35
Edit Your Summary Sheet	37
Add a Subcontractor to the Summary Sheet Manually	43
Important Notes regarding the online BIP	52

INTRODUCTION

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

Companies can view and download information on all contractual opportunities offered by the City of Los Angeles and its Regional Partners in one convenient location, as well as find up-to-date Prime contractors (hereafter called “primes”), subcontractors and sub-consultants (hereafter called “subcontractors” or “subcontractors”) to complement your project bids and proposals (hereafter called “bids”). Our goal is to have your business grow in the City of Los Angeles. If you are not registered already, please create for a free account on RAMP by visiting us at <http://www.RAMPLA.org>

This document will walk you through the online Business Inclusion Program (BIP) Outreach requirement process.

BIP OUTREACH OVERVIEW

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran-Business Enterprises (DVBES), Local Business Enterprises (LBEs), Local Small Business Enterprises (LSBs), Local Transitional Employers (LTE), and all Other Business Enterprises (OBEs)* an equal opportunity to participate in the

performance of City contracts. Bidders and proposers (hereafter called “bidders”) shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, LSBs, LTEs and OBEs have an equal opportunity to compete for and participate in City contracts. A prime bidder’s Outreach efforts in reaching out to MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, LSBs, LTEs and OBEs shall be determined by the level of effort put into achieving the BIP Outreach indicators. Failure to meet anticipated MBE/WBE/SBE/EBE/DVBE/LBE/LSB/LTE participation levels will not by default be the basis for disqualification or determination of non-compliance with this policy. However, failure to complete the Outreach as directed in the bid specifications will render the bid non-responsive and will result in its rejection.

*OBEs are businesses that are either uncertified or do not have a Verified recognized City of LA certification

BIP OUTREACH HELPFUL HINTS

Each indicator is evaluated and scored on a pass/fail basis. No partial credit is awarded. Make sure to complete each indicator on time. Some indicators need to be completed by a certain number of days before the bid due date.

Below are suggestions in completing the BIP Outreach requirement:

- I. Learn about the RFB/RFP/RFQ
Attend the Pre-bid Meeting. Sign the attendance sheet in order to receive credit for your attendance. Bidders are recommended to review the requirements in the solicitation to participate in any mandatory pre-bid conferences

- II. Identify subcontracting opportunities and potential subcontractors
Review the RFB/RFP/RFQ and identify areas of work that may be subcontracted out
- III. Conduct Outreach (Written Notices to Subcontractors)
 - Via RAMP, outreach by email to potential subcontractors must be conducted 15 days before the bid due date.

Required documentation

- E-mail notifications in each of the selected potential work areas to potential MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, LSBs, LTEs and OBEs for each anticipated work area (NAICS code) to be performed. The notification must be performed using the RAMP's Outreach system.
- The notification may be sent to potential subcontractors either currently registered on RAMP or added to the RAMP by the bidder.
- Bidders are required to send notifications to a sufficient number of firms in each potential work area as determined by the City.
- The sufficient number of firms will be determined by the total number of potential subcontractors registered on the RAMP in each specific work area.
- Bidders will not be able to utilize the RAMP's Outreach notification function if there are less than fifteen (15) calendar days prior to the bid submittal deadline. Bidders will see a message on the Summary Sheet if they have failed to outreach to a sufficient number of firms in a work area.
- Bidders are allowed to add their own comments to the Written Notice (up to 400 characters). Make sure that the language used is not limiting.

IV. Negotiate in Good Faith

- The bidder has discussed or contacted in good faith to interested potential MBEs, WBEs, SBEs, MBEs, WBEs, SBEs, EBEs, DVBEs, LBEs, LSBs, LTEs and OBEs and did not unjustifiably reject as unsatisfactory bids

prepared by any enterprise as determined by the Board.

REQUIRED SUBMISSIONS

The Summary Sheet

- RAMP automatically organizes the list of companies outreached to by work areas in a “Summary Sheet” report.
 - These reports are available in the “Business Inclusion Program” section of your Profile page.
 - You will be responsible for listing ALL bids received, bid dollar amounts (if the project is an RFB or RFP) and the reason(s) for selection/non-selection.
 - Must be performed using the RAMP and must be completed by 4:30 p.m. the day after the Opportunity Close Date. Bidders will not be able to edit their Summary Sheet after 4:30 p.m. If a bid is submitted by a subcontractor that is not registered with the RAMP, the bidder is required to add that firm to their Summary Sheet.
 - A bidder’s failure to utilize RAMP’s Summary Sheet function will result in their bid being deemed non-responsive.

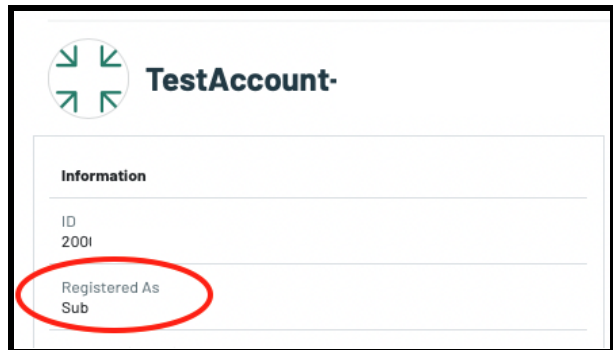
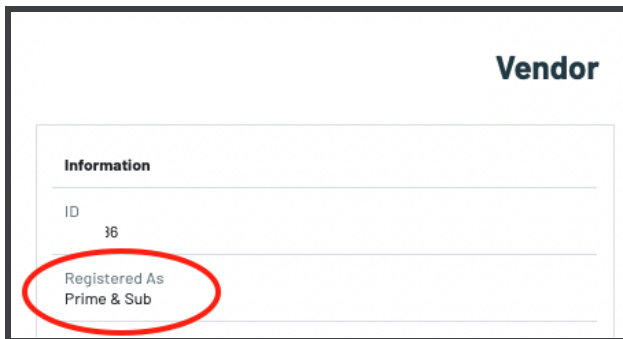
Bids/Quotes/Rate Sheets/Letters of Interest

- Verbal quotes must be submitted in writing on the subcontractor’s letterhead prior to award.
- If you choose to self-perform a work area in which you received a bid/quote, you must submit a quote for doing the work yourself (self-quote) so that we can compare the two.

- Please make sure that the dollar amounts listed on the quotes match the dollar amounts listed on the Summary Sheet and also the dollar amounts listed in the List of subcontractors page of your bid (if applicable). If the dollar amounts differ, explain the discrepancy in your Summary Sheet.
- Prior to award, copies of ALL bids, quotes, rate sheets, and letters of interest received (including MBE/WBE/SBE/EBE/DVBE/ LBE/ LSB/LTE/OBE) must be submitted, even if it is in a work area that you did not Outreach in.

Document all relevant correspondence on the Summary Sheet.

Note: Only companies registered as “Prime & Sub” or “Sub” will appear in the BIP outreach subcontractor search and if their profile has the NAICS codes in the opportunity. You can check a company’s public profile to see their status and NAICS codes.



LOGIN TO RAMP

The Business Inclusion Program (BIP) section of the website requires a RAMP login id and password. If you need a user id, go to <https://www.RAMPLA.org> to register. You will be prompted to set up an Angeleno account. Once you receive your login id and password, follow the steps below.

Conducting BIP requires a RAMP account. You will need an Angeleno account to access RAMP. If you don't have an RAMP account and need assistance, please refer to RAMP New Account Registration manual.

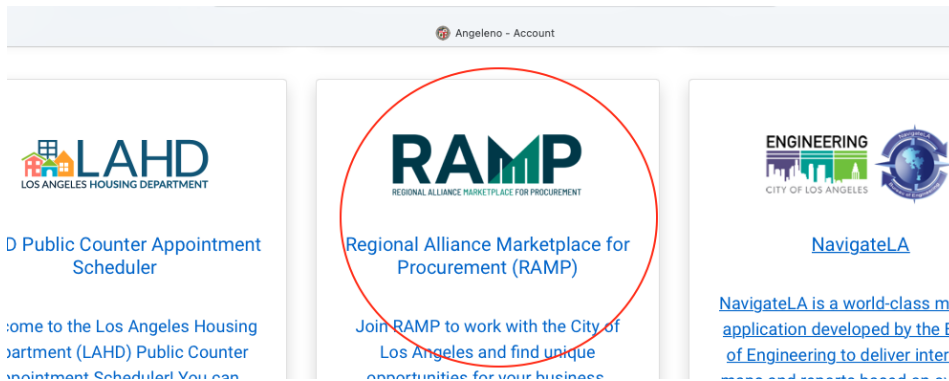
1. "Login or Register with your Angeleno Account".



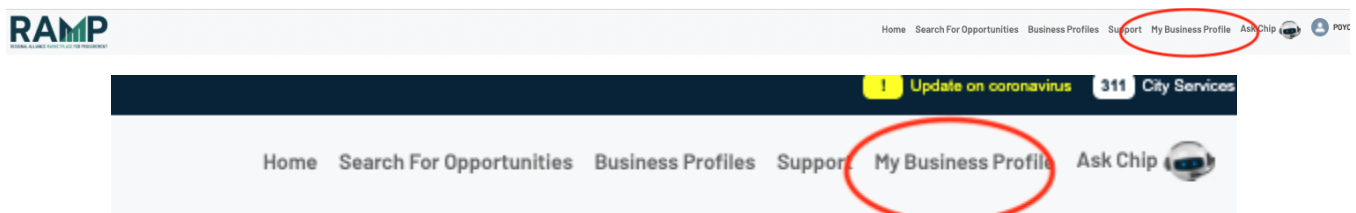
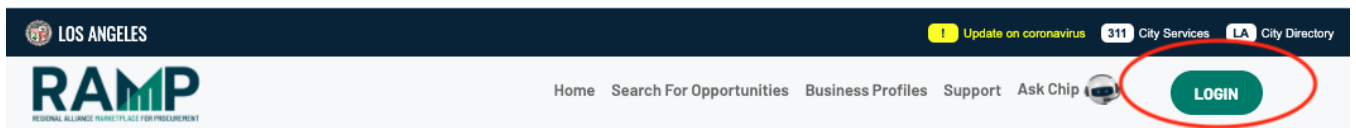
2. While logged into Angeleno, Click on the SERVICES Menu button.



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



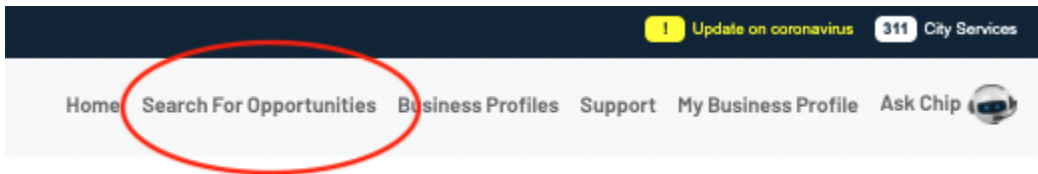
- Login to RAMP with your Administrator account and visit My Business Profile page.



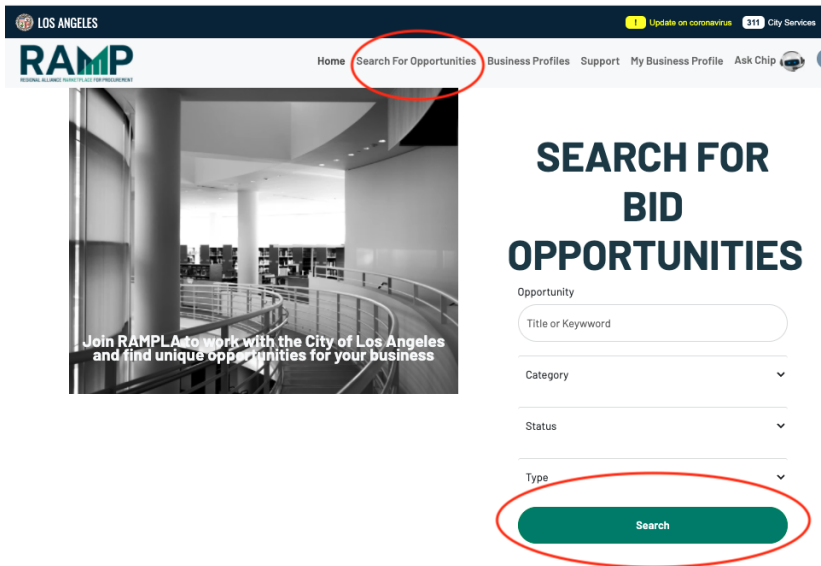
SEARCH FOR AN OPPORTUNITY

There are 3 ways to Search for an Opportunity

1. Click the *Search for Opportunities* button from the top menu bar. This will open up the Opportunities with a filtered menu. See more details on page 12.



2. You can also select an Opportunity from either the Home Page Search or the list of Recent Opportunities when you scroll down the Home Page.



- You can select an Opportunity from the Recent Opportunities featured on the bottom of the home page.

RECENT OPPORTUNITIES

Here are the most recently posted opportunities with the City of Los Angeles

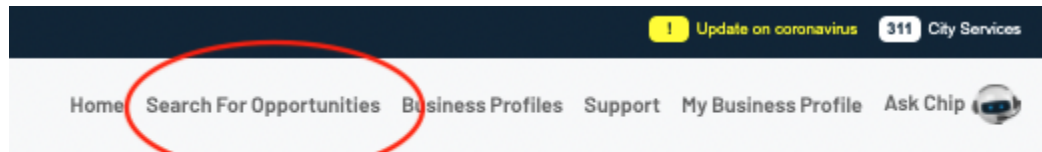
	Name	Organization	Post Date	Due Date
1	Aviator Helmet and Bag	Information Technology Agency	01/10/22, 12:00 PM	12/14/2022
2	Test - Sub Tab Req Warning	Information Technology Agency	11/29/21, 12:00 PM	02/15/2022
3	Test - Testing Opp Detail Date Time Zones	Building and Safety	11/09/21, 12:00 PM	01/15/2022
4	BIP Dates Test 2	Information Technology Agency	10/28/21, 12:00 PM	04/30/2022
5	BIP Dates Test Opp	Information Technology Agency	10/28/21, 12:00 PM	03/16/2022
6	Test Test Test Test	AEG LIVE, LLC	10/20/21, 12:00 PM	10/22/2021
7	Irrigation Parts	City of Long Beach	10/15/21, 12:00 PM	11/19/2021
8	Test	AEG LIVE, LLC	10/14/21, 12:00 PM	10/19/2021
9	LAHSA Testing	Los Angeles Homeless Services Authority	10/13/21, 12:00 PM	10/27/2021
10	Engineering Consultants	City of Long Beach	10/11/21, 12:00 PM	10/13/2021

CITY OF LOS ANGELES

BUSINESS SERVICES

A SERVICE BROUGHT TO YOU BY

If you click on the Search for Opportunities Search menu link you will be able to select appropriate filters.



For this example, we will search for an opportunity using the filters: Category, Status and Online BIP

The screenshot shows the RAMP Opportunities Search page. The header includes the RAMP logo and the text "REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT". The breadcrumb "Home > Opportunities Search" is visible. The search filters on the left include:

- Opportunity: Title or Keyword
- Organization: Name of Organization
- Category: A dropdown menu is open, showing options: All, Commodity, Construction, and Personal Services. "Category" is selected.
- Type: A dropdown menu with a downward arrow.
- Online BIP: A dropdown menu with "Yes" selected.
- Industry: A dropdown menu with a downward arrow.
- NAICS: A dropdown menu with a downward arrow.

 The main content area is titled "OPPORTUNITIES" and shows a table with the following data:

No	Oppo
1	HVAC Retrof and/o
2	Electr Recor Hostir
3	Worke Reviel Conta Manaç
4	LAWel HEAL' SERVI

The screenshot shows the RAMP Opportunities Search page for Los Angeles. The header includes the Los Angeles logo and the RAMP logo. The breadcrumb "Home > Opportunities Search" is visible. The search filters on the left include:

- Opportunity: Title or Keyword
- Organization: Name of Organization
- Category: A dropdown menu with a downward arrow.
- Status: A dropdown menu is open, showing options: Open, Amended, Awarded, Bidder Selected, Closed, Pending Award, and Withdrawn. "Status" is selected.
- NAICS: A dropdown menu with a downward arrow.

 A green button labeled "Please us" is visible on the right side of the page.

Online BIP filter (YES means BIP is required)

The screenshot shows the RAMP (Regional Alliance Marketplace for Procurement) website interface. At the top left is the RAMP logo with the tagline "REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT". To the right, the word "Home" is partially visible. Below the logo is a breadcrumb trail: "Home > Opportunities Search".

The main content area contains several filter sections, each with a label and a search input field:

- Opportunity:** A search box labeled "Title or Keyword". To its right is a green button that says "Please use one of".
- Organization:** A search box labeled "Name of Organization".
- Category:** A dropdown menu labeled "Category" with a downward arrow.
- Status:** A dropdown menu labeled "Status" with a downward arrow.
- Type:** A dropdown menu labeled "Type" with a downward arrow.
- Online BIP:** A dropdown menu with two options: "All" (which is selected and highlighted in blue) and "Yes".

Each filter section has a downward arrow on its right side, indicating it can be expanded or collapsed.

After a filter has been chosen, you can click on the Search button at the bottom.

Home > Search for Opportunities

Opportunity

Organization

Category

Status

Type

Online BIP

Industry

NAICS

Posted (from)

Posted (to)

Due (from)

Due (to)

Summary Due (from)

Summary Due (to)

BIP Outreach Due (from)

BIP Outreach Due (to)

Please use one of the filters on the left to start searching for opportunities.
Search results are limited to 250 records (1000 records for logged-in users).

The opportunities list will populate as each search filter is chosen. Click “search” to get results for all filters checked.

RAMP
REGIONAL ALLIANCE FOR ECONOMIC DEVELOPMENT

Home Search For Opportunities Business Profiles Support My Business Profile

Home > Opportunities Search

Opportunity

Title or Keyword

Organization

Name of Organization

Category

Construction

Status

Open

Type

Type

Online BIP

Yes

Industry

NAICS

NAICS

Posted (from)

DD/MM/YY

Posted (to)

DD/MM/YY

OPPORTUNITIES

Displaying 1 - 8

No	Opportunity	Organization	Post Date	Due Date
1	HVAC Construction, Retrofit, Maintenance, and/or Repairs		2/25/2021	4/14/2021
2	Collection Systems-Radford(CIP 7190), Richmond(CIP 7191), Humboldt(CIP 7194), Ballona(CIP 7195) & Dacotah(CIP 7196) Car		3/25/2021	5/5/2021
3	WESTSIDE UNIT 5	Information Technology Agency	3/17/2021	4/28/2021
4	TEST - North Outfall Sewer (NOS) Rehabilitation Unit 10 - 101 Freeway To Cardinal Street	Information Technology Agency	9/11/2021	12/15/2021
5	Test - Terminal Island Water Reclamation Plant (TIWRP) Digester Insulation Replacement	Information Technology Agency	10/2/2021	12/17/2021

BOOKMARK AN OPPORTUNITY

Click on the “Add to bookmarks” button to add an opportunity to your bookmarks

[Back to search](#) | Home > Search for Opportunities > Asilomar Boulevard Stabilization Project- Re-Bid

Asilomar Boulevard Stabilization Project- Re-Bid

 Add to bookmarks

Status
Stage Open
Posted 6/23/2022

Contact
Organization City of Los Angeles
Department Engineering Bureau, Public Works

You will see confirmation that the opportunity has been bookmarked.

[Back to search](#) | Home > Search for Opportunities > Asilomar Boulevard Stabilization Project- Re-Bid

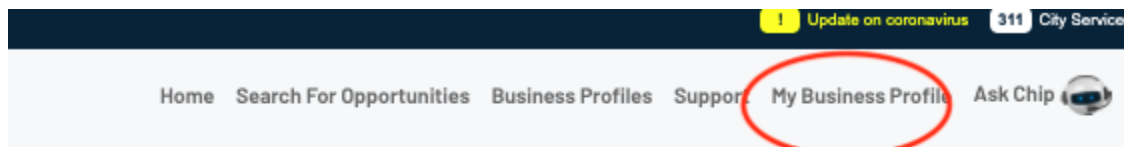
Asilomar Boulevard Stabilization Project- Re-Bid

 Added to bookmarks

Status
Stage Open
Posted 6/23/2022

Contact
Organization City of Los Angeles
Department Engineering Bureau, Public Works

To find bookmarked items, go to "My Business Profile"



Then click on the "Bookmarked" tab. You will be able to Remove Bookmarked items if needed.

Home > My Business Profile

- Company Details
- User Management
- Compliance Documents
- Certification
- NAICS Codes and Licenses
- Bookmarks**
- BIP Management
- Related Opportunities
- RAMP Support

OPEN CLOSED AWARDED

Bookmarks

Remove	Opportunity	Department	Posted	Bid Due	Status
	RFP - Safe Routes for Seniors Neighborhood Plans	Transportation	2022-06-03T15:05:35.000Z	6/1/2022	Amended
	Asilomar Boulevard Stabilization Project-Re-Bid	Engineering Bureau, Public Works	2022-06-29T17:10:33.000Z	6/22/2022	Open

BEGIN OUTREACH TO SUBCONTRACTORS

1. Choose desired opportunity from the result list and click on its link

The screenshot shows the RAMP website interface. The top navigation bar includes the 'LOS ANGELES' logo and the 'RAMP' logo with the tagline 'REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT'. A navigation menu contains 'Home', 'Search For Opportunities', 'Business Profiles', 'Support', and 'My Business'. The breadcrumb trail reads 'Home > Opportunities Search'. On the left, there is a search sidebar with filters for 'Opportunity' (Title or Keyword), 'Organization' (Name of Organization), 'Category' (Construction), 'Status' (Open), and 'Type'. The main content area is titled 'OPPORTUNITIES' and displays a table with columns for 'No', 'Opportunity', 'Organization', 'Post Date', and 'Disj'. The first row is circled in red and contains the text: '1 HVAC Construction, Retrofit, Maintenance, and/or Repairs'. The second row contains: '2 Collection Systems- Radford(CIP 7190), Richmond(CIP 7191), Humboldt(CIP 7194), Ballona(CIP 7195) & Dacotah(CIP 7196) Car'.

2. Identify Subcontracting NAICS Codes and Notify Potential Subcontractors
3. Click on the Subcontractor tab to begin your Outreach to Subcontractors. Pay attention to the Outreach Due Date.

NOTE: Opportunities with the Business Inclusion Program (BIP) have an Outreach Due Date. It is important to complete the outreach before the outreach due date and time. You must complete the outreach by 11:59 PM the day before the outreach due date.

Asilomar Boulevard Stabilization Project- Re-Bid

Added to bookmarks

Status
Stage Open
Posted 6/23/2022
Outreach Due 7/13/2022, 12:00 AM PDT**
Bid Due 7/27/2022, 10:00 AM PDT
Summary Due 7/28/2022, 04:30 PM PDT
Partner No

Contact
Organization City of Los Angeles
Department Engineering Bureau, Public Works
Name Michae
Email ✉ mic
Phone

Summary Prime Contractors Subcontractors Contacted

BIP Outreach Overview

ⓘ There is an online Business Inclusion Outreach requirement. In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the RAMP's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

ⓘ You have not made the required outreach in one or more specific areas. Please go to your summary sheet and roll over the highlighted numbers for more details on the issue.

4. Scroll down and Identify Subcontracting NAICS Codes and Notify Potential Subcontractors

- a. Select NAICS Codes you are interested in Subcontracting. You also have the option to Find subcontractors with Other NAICS Codes
- b. Select Certifications
- c. Click the Search button

Poyo Fiv | Admin | poyofiv641@koldpak.com

Search for Subcontractors

There is an online Business Inclusion Outreach requirement. All outreach must be completed by Invalid Date at 11:59 PM. No outreach will be allowed or considered on or after Invalid Date at 12:00 AM

Select NAICS Codes: (required)

Sub NAICS Codes:

Drafting Services
 541340 54134

Architectural Services
 541310 54131

Engineering Services
 541330 54133

Painting and Wall Covering Contractors
 238320 23832

Structural Steel and Precast Concrete Contractors
 238120 23812

[Find Subs with Other NAICS Codes](#)

Electrical Contractors

238210 23821

Prime NAICS Codes:

Select Certifications: (optional)

City of Los Angeles Certifications:

- DBE: Disadvantaged Business Enterprise
- DVBE: Disabled Vets Business Enterprise
- DVBE(LAWA): Disabled Vets Business Enterprise (LAWA)
- EBE: Emerging Business Enterprise
- LBE: Local Business Enterprise (LA)
- MBE: Minority Business Enterprise
- SBE: Small Business Enterprise (LA)
- SBE: Small Business Enterprise (Proprietary)
- LGBTBE: LGBT Business Enterprise
- SLB: Small Local Business Enterprise
- OBE: Other Business Enterprise
- WBE: Women-Owned Business Enterprise

Harbor Certifications:

- LBE: Local Business Enterprise
- VSBE: Very Small Business Enterprise

Search

4. From the result list of companies of *Subcontractor Search Results*, click on the checkbox next to the Subcontractor you are interested in (You can only select a maximum of 10 subcontractors and 3 NAICS codes at a time) and click on the Select subcontractors button. Repeat the process if outreach to more subcontractors are needed.

Search for Subcontractors

There is an online Business Inclusion Outreach requirement. All outreach must be completed by Invalld Date at 11:59 PM. No outreach will be allowed or considered on or after Invalld Date at 12:00 AM.

Search Again

Subcontractor Search Results

You are searching for subcontractors:

Where the company is registered under the following NAICS code(s):

541310: Architectural Services

541340: Drafting Services

Where the company is certified as a ' DBE, LBE (LA), SBE (LA)'

142 companies found. Check the checkboxes and click the Notify button to contact the listed companies.

Select Subs

Companies	Address	Certification
<input checked="" type="checkbox"/> C&J Technical Solutions And Services, Inc.	4000 Valley BLVD STE 103 Walnut, CA USA	DBE MBE
<input checked="" type="checkbox"/> WRECO	1243 Alpine RD Unit 108 Walnut Creek, CA USA	DBE MBE SBE (Proprietary)
<input type="checkbox"/> Vanir Construction Management Inc.	555 West Fifth Street Suite 675 Los Angeles, CA	LBE (LA) MBE

NOTIFY POTENTIAL SUBCONTRACTORS

Create/modify the solicitation shell letter.

The system will generate a standard solicitation letter for you.

1. Select your company contact.
2. Review the list of Recipients (subcontractors you will be notifying).

Follow the steps below to send e-mails to your selected subcontractors

Step 1: Select your company contact person

Pc
pc .com

Step 2: Review recipients

• Sungro products, Inc

Step 3: Review the shell letter and submit the form to send e-mails to selected recipients

Date: Jun 29, 2022

Name of Subcontracting/Subconsulting Firm

Address

City, State, Zip Code

Country

Attention: Subcontractor Name

3. Review the shell letter.
4. You can also include additional information in the text input box.

5. You must specify the "Outreach Respond By due date" of the proposals.

Attention: *Subcontractor Name*

Subject: HVAC Construction, Retrofit, Maintenance, and/or Repairs

dddd is in the process of preparing a proposal for the above project and is interested in receiving subcontracting proposals for the following item(s):

Sub Work Areas:

- 541340 - Drafting Services
- 541310 - Architectural Services
- 541330 - Engineering Services
- 238320 - Painting and Wall Covering Contractors
- 238120 - Structural Steel and Precast Concrete Contractors
- 238140 - Masonry Contractors
- 238190 - Other Foundation, Structure, and Building Exterior Contractors
- 238220 - Plumbing, Heating, and Air-Conditioning Contractors
- 238130 - Framing Contractors
- 238160 - Roofing Contractors
- 238310 - Drywall and Insulation Contractors
- 238210 - Electrical Contractors

A copy of the HVAC Construction, Retrofit, Maintenance, and/or Repairs bid specifications and plans are available for review in the office of dddd, the City department's plan room, or on the Los Angeles Business Assistance Virtual Network (LA BAVN) website at <https://labavn.force.com/LABAVN/s/opportunity-details?id=0062g000004J6xeAAG>.

Please send us a quote and/or qualifications on any of the above items by e-mailing <Selected Company Contact>. DO NOT RESPOND TO THIS E-MAIL. Indicate if you are a certified MBE, WBE, SBE, EBE, DVBE or DBE contractor.

The bid due date is Apr 14, 2021. We must receive your proposal no later than

Choose date

For bond assistance you may contact the City of Los Angeles Bond Assistance Program at (213) 258-3000.

6. Click on the "Notify Subcontractors" button

Truly yours,

Name of Prime Contractor
Selected Company Contact Name
Selected Company Contact Phone Number
Selected Company Contact Fax Number
Selected Company Contact Email Address

Notify Subcontractors

NOTE: The selected subcontractors will receive the solicitation notification through email.

Confirmation of the contacted Subcontractors and Outreach Date can be found in the "Contacted" tab

Summary Prime Contractors Subcontractors **Contacted**

i This opportunity is eligible for the Business Inclusion Outreach Program.

Partner No

Summary Prime Contractors Subcontractors **Contacted**

i This opportunity is eligible for the Business Inclusion Outreach Program. [Review your Summary Sheet here.](#)

Subcontractor Outreaches

Subcontractor	Address	Phone	Outreach Date
541340 - Drafting Services			
C&J Technical Solutions And Services, Inc. DBE , MBE	4000 Valley BLVD STE 103 Walnut, CA USA	(909) 598-6067	Feb 16, 2022
WRECO DBE , MBE , SBE (Proprietary)	1243 Alpine RD Unit 108 Walnut Creek, CA USA	(925) 941-0017	Feb 16, 2022
541330 - Engineering Services			
C&J Technical Solutions And Services, Inc. DBE , MBE	4000 Valley BLVD STE 103 Walnut, CA USA	(909) 598-6067	Feb 16, 2022
WRECO DBE , MBE , SBE (Proprietary)	1243 Alpine RD Unit 108 Walnut Creek, CA USA	(925) 941-0017	Feb 16, 2022

NOTE: The Outreach due date and time - The Subcontractor Outreach (the sending out of the solicitation letters) must be completed before this date and time. 12:00 AM is the morning of that date (midnight of the previous day).

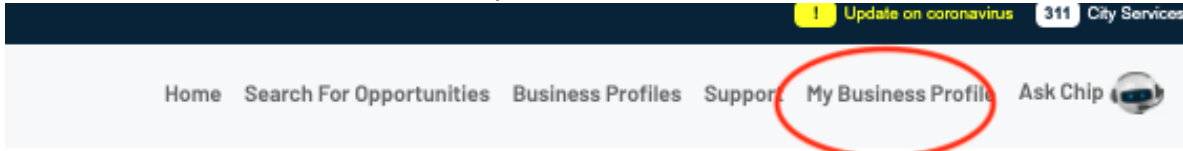
NOTE: The Summary Sheet due date and time - The Summary Sheet must be completed by this date and time and include all responses received from potential subcontractors. Editing of the Summary Sheet will be disabled after the due date and time.

NOTE: Review the list of work areas for which subcontractors have been outreached to. Be aware of the number of subcontractors to which you are required to outreach to in each work area versus the number of subcontractors that you have actually outreached to so far. Roll over each certification to ensure there are certified firms available.

REVIEW the checklist to make sure that you have completed all of the steps required to be a successful bidder on the project.

REVIEW YOUR BIP OUTREACH ACTIVITIES

Once you have outreached and selected the subcontractors to send the solicitation letter to, your Summary Sheet will be created automatically. As a Prime, you can access your Summary Sheet at any time before the due date. Visit your My Business Profile page,



Click on BIP Management and click on the "Prime" tab to review your past contacts and to review the outreach requirements.

Home > My Business Profile

Company Details | **Prime** | Sub | Outreach

User Management

Compliance Documents

Certification

NAICS Codes and Licenses

Bookmarks

BIP Management

Related Opportunities

RAMP Support

OPEN | CLOSED | RECENTLY CLOSED

Summary Sheets for Open Opportunities

Click on the titles in the table header to re-order the records by that chosen title

ID	Opportunity	Posted	Outreach Due	Closed	Summary Due
200095	Aviator Helmet and Bag	1/10/2022	11/30/2022, 12:00 AM	12/13/2022	12/15/2022, 04:30 PM
41743	HVAC Construction, Retrofit, Maintenance, and/or Repairs	2/24/2021		4/13/2021	
35322	On-Call Contractors List	2/17/2021		3/11/2021	

[Download the Business Inclusion Program on RAMP Tutorial](#)

To review your Summary Sheet, click on the Opportunity Link

Home > My Business Profile

- Company Details
- User Management
- Compliance Documents
- Certification
- NAICS Codes and Licenses
- Bookmarks
- BIP Management**
- Related Opportunities
- RAMP Support

Prime Sub Outreach

OPEN CLOSED RECENTLY CLOSED

Summary Sheets for Open Opportunities

Click on the titles in the table header to re-order the records by that chosen title

ID	Opportunity	Posted	Outreach Due	Closed	Summary Due
200095	Aviator Helmet and Bag	1/10/2022	11/30/2022, 12:00 AM	12/13/2022	12/15/2022, 04:30 PM
41743	HVAC Construction, Retrofit, Maintenance, and/or Repairs	2/24/2021		4/13/2021	
35322	On-Call Contractors List	2/17/2021		3/11/2021	

[Download the Business Inclusion Program on RAMP Tutorial](#)

Review your Summary Sheet. Make sure you are reviewing the correct Summary Sheet. Each opportunity has its own Summary Sheet.

Hon

HVAC CONSTRUCTION, RETROFIT, MAINTENANCE, AND/OR REPAIRS

[View Summary Sheet with only responses](#) | [View this opportunity online](#) | [View all related subcontractors for this opportunity](#) | [Print This Page](#)

BIP Outreach Summary

NAICS Work Areas		Minimum Requirements		Number of Certified and Other Firms Contacted Per Work Area						
Code	Description	Required	Made	MBE	WBE	SBE	EBE	DVBE	OBE	DBE
541340	Drafting Services	14	2	2	0	0	0	0	0	2
541310	Architectural Services	20	0	0	0	0	0	0	0	0
541330	Engineering Services	44	2	2	0	0	0	0	0	2
238320	Painting and Wall Covering Contractors	13	0	0	0	0	0	0	0	0
238120	Structural Steel and Precast Concrete Contractors	6	0	0	0	0	0	0	0	0

Incomplete Summary Sheet

The columns and rows that are **Red** indicate that you have not met the minimum outreach requirements of certified companies per work area.

A message **“*You have not made the required outreach in one or more specific areas. Roll over the number for more details on the issue.”** will appear indicating that you have not completed the required outreach

238140	Masonry Contractors	8	0	0	0	0	0	0	0	0	0	0
238190	Other Foundation, Structure, and Building Exterior Contractors	9	0	0	0	0	0	0	0	0	0	0
238220	Plumbing, Heating, and Air-Conditioning Contractors	8	0	0	0	0	0	0	0	0	0	0
238130	Framing Contractors	8	0	0	0	0	0	0	0	0	0	0
238160	Roofing Contractors	7	0	0	0	0	0	0	0	0	0	0
238310	Drywall and Insulation Contractors	6	0	0	0	0	0	0	0	0	0	0
238210	Electrical Contractors	14	0	0	0	0	0	0	0	0	0	0

You must contact at least 1 MBE sub in this area. At the time of posting there were 11 available.

* You have not made the required outreach in one or more specific areas. Roll over the highlighted number for more details on the issue.

NOTE: Continue to outreach to Subcontractors until you have met the minimum outreach requirements and all columns and rows are **Green**. You can roll over each certification to ensure that there are certified firms available.

An incomplete outreach will display a warning in your BIP Outreach Overview stating " You have not made the required outreach in one or more specific areas. Please go to your summary sheet and roll over the highlighted numbers for more details on the issue."

Summary Prime Contractors Subcontractors Contacted

BIP Outreach Overview

ⓘ There is an online Business Inclusion Outreach requirement. In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the RAMP's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

ⓘ You have not made the required outreach in one or more specific areas. Please go to your summary sheet and roll over the highlighted numbers for more details on the issue.

NAICS	Title	Required	Made
923110	Administration of Education Programs	15	0
611710	Educational Support Services	36	0

The following user(s) in your company can send outreach to subcontractors on RAMP. Please contact your company admin if you would like to be added.

Name	Role	E-mail
------	------	--------

NOTE: Continue to outreach to Subcontractors until you have met the minimum outreach requirements and all columns and rows are Green. You can roll over each certification to ensure that there are certified firms available.

COMPLETED OUTREACH SUMMARY SHEET

The minimum requirements have been met and all rows and columns are listed in **Green font**.

NOTE: In addition to performing the required outreach, you must also complete the online Summary Sheet and update it with responses received from subcontractors.

HVAC CONSTRUCTION, RETROFIT, MAINTENANCE, AND/OR REPAIRS

[View Summary Sheet with only responses](#) | [View this opportunity online](#) | [View all related subcontractors for this opportunity](#) | [Print This Page](#)

BIP Outreach Summary

NAICS Work Areas		Minimum Requirements		Number of Certified and Other Firms Contacted Per Work Area									
Code	Description	Required	Made	MBE	WBE	SBE	EBE	DVBE	OBE	DBE	SLB	LBE	LGBT
541340	Drafting Services	14	31	22	6	13	12	5	6	18	6	9	0
541310	Architectural Services	20	28	16	10	12	11	3	7	14	6	10	0
541330	Engineering Services	44	52	33	11	23	22	4	15	29	7	11	0
238320	Painting and Wall Covering Contractors	13	19	12	3	7	7	2	6	8	3	2	0
238120	Structural Steel and Precast Concrete Contractors	6	14	10	5	4	4	2	2	7	3	2	0

In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the RAMP's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

Prime Contractor Summary

Company Summary			
Vendor ID:	57455	Tax ID:	12345
Name:	dddd	BTRC:	0000000
Address:	45678 asuha, CA 11112 USA	Certs:	OBE
Phone	111-45-5623		
Fax			

Company Staff				
Name	E-mail	Phone	Fax	Title
Poyo Fiv	poyofiv641@koldpak.com			

BIP Outreach Submission Checklist

You must perform your BIP outreach by , at which point you will no longer be able to contact subs and have it count towards your BIP.
This Summary Sheet must be completed by , at which point you will no longer be able to edit this form and it will be considered final.
Where possible, outreach to DBEs, DVBEs, EBEs, LBEs, MBEs, SBEs(LA), SLBs, and WBEs in each of the required areas of work
You may want to outreach and list LBEs to take advantage of the Local Bid Preference
List ALL potential subcontractors/suppliers with whom the Bidder has had contact regarding this project and/or ALL those who have submitted sub-bids
Make sure all subcontractors/suppliers listed on the Bidder's Summary Sheet have the following complete information:
<ul style="list-style-type: none"> • ALL of the responses and/or bids received (to include the exact work to be performed/materials purchased for the included bid-listed amount), and that the subbid is unaltered by the Prime • That all "verbal" subbids are substantiated with hard quotes; • Summary Sheet: the exact name of the subcontractor/supplier who submitted the bid; • Summary Sheet: does the dollar amount of the subbid match the subbid amount and the bid-listed amount (if applicable); • That a brief reason is given for selection/non-selection of a subcontractor/supplier; • That the subcontractor (or Prime)/supplier is selected for every work area; • That the "incomplete" subbids were clearly defined as to why they were considered incomplete;
This Summary Sheet was created on 2/16/2022, 03:21 PM by Poyo Fiv and last saved on 2/16/2022, 03:21 PM by Poyo Fiv

BIP Summary Sheet

You have not yet met the BIP minimum outreach requirements. You will not be able to modify the Summary Sheet until you have completed all outreach requirements.

Subcontractors		Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection
541340: Drafting Services					
1.	C&J 9095 MB	inc.	2/16/2022	No Response	
2.	WR 92E MB		2/16/2022	No Response	
541310: Architectural Services					
541330: Engineering Services					
3.	C&J 9095 MB	inc.	2/16/2022	No Response	
4.	WR 92E MB		2/16/2022	No Response	
238320: Painting and Wall Covering Contractors					
238120: Structural Steel and Precast Concrete Contractors					
238140: Masonry Contractors					
238190: Other Foundation, Structure, and Building Exterior Contractors					
238220: Plumbing, Heating, and Air-Conditioning Contractors					
238130: Framing Contractors					
238160: Roofing Contractors					

NEGOTIATE IN GOOD FAITH

Review the checklist to make sure that you have completed all of the steps required to be a successful bidder on the project.

To view all Subcontractors that you have outreached to, click on the [View Summary Sheet with all outreaches](#) link

HVAC CONSTRUCTION, RETROFIT, MAINTENANCE, AND/OR REPAIRS

[View Summary Sheet with all outreaches](#) | [View this opportunity online](#) | [View all related subcontractors for this opportunity](#) | [Print This Page](#)

BIP Outreach Summary

NAICS Work Areas		Minimum Requirements		Number of Certified and Other Firms Contacted Per Work						
Code	Description	Required	Made	MBE	WBE	SBE	EBE	DVBE	OBE	DI
541340	Drafting Services	14	2	2	0	0	0	0	0	2

The 1st section displays the Subcontractors' work areas in ascending order

The 2nd section displays the Prime Contractors work areas

The 3rd section displays the Extended List which includes subcontractors outreached to in work areas other than those specified in the Opportunity.

BIP Summary Sheet

You have not yet met the BIP minimum outreach requirements. You will not be able to modify the Summary Sheet until you have completed all outreach requirements.

Subcontractors		Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection
541340: Drafting Services					
1.	C&J 9095 MB Inc.	2/16/2022		No Response	
2.	WR 92E MB	2/16/2022		No Response	
541310: Architectural Services					
541330: Engineering Services					
3.	C&J 9095 MB Inc.	2/16/2022		No Response	
4.	WR 92E MB	2/16/2022		No Response	
238320: Painting and Wall Covering Contractors					
238120: Structural Steel and Precast Concrete Contractors					
238140: Masonry Contractors					
238190: Other Foundation, Structure, and Building Exterior Contractors					
238220: Plumbing, Heating, and Air-Conditioning Contractors					
238130: Framing Contractors					
238160: Roofing Contractors					

238190: Other Foundation, Structure, and Building Exterior Contractors						
238220: Plumbing, Heating, and Air-Conditioning Contractors						
238130: Framing Contractors						
238160: Roofing Contractors						
238310: Drywall and Insulation Contractors						
238210: Electrical Contractors						
53.	VISI 562 MBE SBE	bor)	2/18/2022		No Response	
Prime Contractors			Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection
Extended List			Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection
Other Work Areas						

EDIT YOUR SUMMARY SHEET

- To update information submitted by the Subcontractors, click on the [Edit this Section](#) link


BIP Summary Sheet

To modify the Summary Sheet, click on the "Edit this Section" link by the corresponding area you wish to edit
[View Summary Sheet with only responses](#)
[Add A Company to the Summary Sheet Manually](#)

Subcontractors	Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection
541990: All Other Professional, Scientific, and Technical Services				[Edit this section]
1.	5 5 C [6/23/2022	No Response	
2.	C 2	6/23/2022	No Response	

- Click on the Edit button corresponding to Company you would like to Edit

Subcontractor Work Areas					
541990: All Other Professional, Scientific, and Technical Services		[Click here to expand this section to add/edit Subcontractor's response]			
111110: Soybean Farming		[Click here to expand this section to add/edit Subcontractor's response]			
Prime Contractor Work Areas					
541611: Administrative Management and General Management Consulting Services		[Click here to expand this section to add/edit Subcontractor's response]			
Extended List					
Other NAICS Codes		[Click here to expand this section to add/edit Subcontractor's response]			

Subcontractors	Contacted	Responded	Response/Bid	Notes	Edit
541990: All Other Professional, Scientific, and Technical Services					
S B D	6/23/2022		No Response		 Edit
C 2 M	6/23/2022		No Response		Edit
A 6 M	6/23/2022		No Response		Edit
D 7 M	6/23/2022		No Response		Edit

- Choose a Response from the drop down
- Enter the Response Date
- Enter the Bid Amount
- Indicate whether or not you have Selected this company to work with
- Enter Bid Notes if applicable
- Click on the Save Summary Sheet button to submit form

[Click here to expand this section to add/edit Subcontractor's response]

Company:	<input type="text"/>	
Response:	<input type="button" value="No Response"/> <input type="button" value="Response/No-Submittal"/> <input checked="" type="button" value="Submit Quote"/>	
Response Date:	<input type="text" value="Jun 23, 2022"/>	Please enter a date between 6/23/2022 and 06/23/2022
Bid Amount:	<input type="text" value="10,000"/>	Please only enter numbers. Do not enter dollar signs, commas, or other special characters.
Selected:	<input type="button" value="Yes"/>	
Prime Bid Notes:	<input type="text"/>	

NOTES

Response - This field is required and you must select a response type first before entering values in the other fields. The possible values for this field are:

No Response: The subcontractors did not respond

Response/No-submittal: Sub responded but did not bid

Submit Quote: Sub responded with a bid amount

Response Date: List the date that the Sub responded with a bid.

Bid Amount: This field is required when "Submit Quote" is selected as the response type. For all RFPs, RFQs and RFBs, there will be a Response Bid Amount column to display the bid amount

Selected:

Yes: Prime selected the sub Yes

No: Prime received a subcontractor bid but did not select the subcontractor.

Prime Bid Notes: Enter any necessary information here about the Sub, including reasons for selection/non-selection. You can add notes by clicking the "Add Notes" link.

Your Summary Sheet will look very similar to the form below, indicating which companies you selected (with an asterisk), the ones you did not and those companies that did not respond. Follow the prior steps to completely fill in the responses from your Subcontractors.

SUMMARY SHEET LEGENDS

BIP Summary Sheet

To modify the Summary Sheet, click on the "Edit this Section" link by the corresponding area you wish to edit
[View Summary Sheet with only responses](#)
[Add A Company to the Summary Sheet Manually](#)

Subcontractors	Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection
541990: All Other Professional, Scientific, and Technical Services				[Edit this section]
1. S g OBE [o]	6/23/2022	6/23/2022	\$10,000.00	
2. RSTUV LLC* OBE [p]	6/23/2022	6/23/2022		Test BIP
3. ABCDEFG Co* OBE [p]	6/23/2022	6/23/2022		Test text information
4. Accu-Test Structural Laboratories, Inc* 818-591-3555 OBE [p]	6/23/2022	6/23/2022	\$10,000.00	Test

LEGEND

- * Listed sub has been selected by the prime to work on this opportunity.
- [o] Outreach was sent by the prime to the sub. Click the link for details. Contact will count towards your outreach goals.
- [s] Sub self-submitted their quote to the prime. Contact will count towards your outreach goals.
- [p] Prime manually added the sub to the sheet. Contact will not count towards your outreach goals.
- Company already listed under a previous work area.

NOTES

The Summary Sheet will not count subcontractors that were not registered in the required work area(s) or not outreached to online.

The symbol * indicates a RAMP listed subcontractor has been selected by the prime to work on this opportunity.

The symbol [o] indicates an outreach was made by the Prime to the Subcontractor. Click the link of the legend for details. Contact will count towards your outreach goals.

The symbol [s] indicates a subcontractor self-submitted a quote to the Prime. Contact will count towards your outreach goals.

The symbol [p] indicates the Prime manually added the Subcontractor to the summary sheet. Contact will NOT count towards your outreach goals.

The symbol – indicates the Company is already listed under a previous work area.

Subcontractors, who you did not outreach to, can self-submit a quote to you up until the Close Date of the Opportunity. The 8-day rule to self-submit a quote to a Prime, no longer applies.

For all RFPs, RFQs and RFBs, there will be a Response Bid Amount column to display the bid amount.

For all RFIs and RFQQualification the Response is either a no-submittal, or response with no- submittal. The response bid amount is usually not required.

ADD A SUBCONTRACTOR TO THE SUMMARY SHEET MANUALLY

A Prime can manually add subcontractors to their summary sheet if they are interested in working or outreaching to a Subcontractor that is not registered in the RAMP or not on the list of Subcontractor search.

1. From your Summary Sheet click on the Add a Company to the Summary Sheet Manually link. **NOTE:** This link is only available after you have fulfilled the outreach requirements. Manually adding a company to your Summary Sheet does not count toward BIP outreach goals.

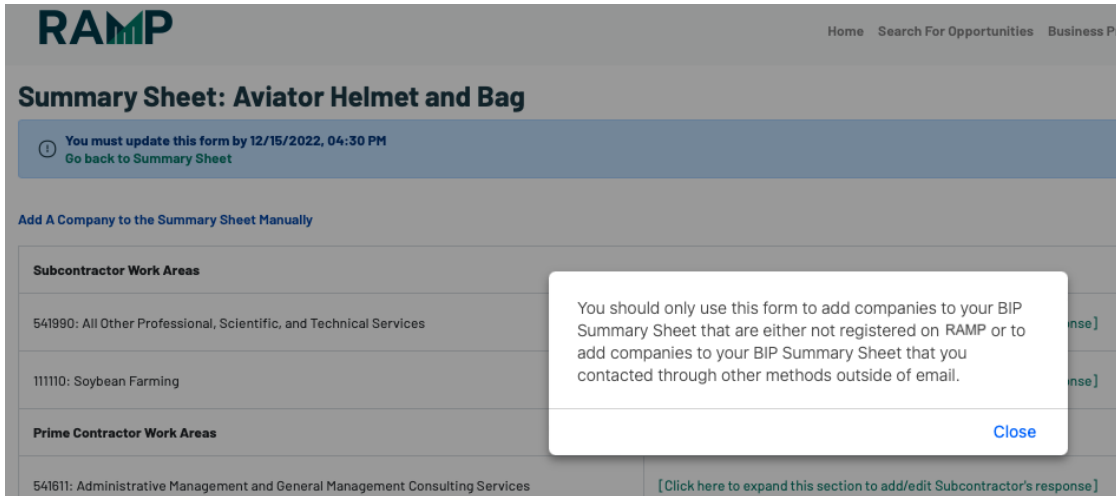
BIP Summary Sheet

To modify the Summary Sheet, click on the "Edit this Section" link by the corresponding area you wish to edit

[View Summary Sheet with only responses](#)

[Add A Company to the Summary Sheet Manually](#)

Subcontractors	Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection
541990: All Other Professional, Scientific, and Technical Services				[Edit this section]
S				



You will get a popup indicating manually added companies do not count towards BIP requirements.

2. Search for the Company – This is to prevent duplication. Click on the Search Companies button

Add Company Manually to Summary Sheet

Step 1:
Search For A Company

Step 2:
Identify The Company

Step 3:
Enter Contact Information

Search For A Company

To manually add a company to your Summary Sheet, Your first step will be to search through the list of registered RAMP companies to see if the company you want to add is already registered on RAMP.

Company Name: ⓘ

or

Company ID: ⓘ

Search Companies

3. Select Company from the result list.

Add Company Manually to Summary Sheet

Step 1: Search For A Company	Step 2: Identify The Company	Step 3: Enter Contact Information
--	--	---

Add A New Subcontractor

One or more companies were found on RAMP matching the name 'test.' Either review the search results and add a listed subcontractor or manually add a new subcontractor.

- [Manually add a new company to your Summary Sheet](#)

Add An Existing Subcontractor

If you would like to send a notification letter to a company, select the checkbox by that company and click the 'Notify Companies' button below. The selected companies will receive a notification of your interest and will automatically be added to your Summary Sheet. (*Recommended*)

If you would like to only add a company to your Summary Sheet without sending them a notification letter simply click the 'Add' link by the company and they will be automatically added to your Summary Sheet.

Send Message to Company	Add Company Manually	Company	Certs
<input type="checkbox"/>	Add	TE Z lo	OBE
<input type="checkbox"/>	Add	Ar Z C	OBE
		Ar	

There are 2 options to add an existing RAMP company to the Summary Sheet.

Option 1: If the result list includes the company, simply check the box under Send Message to Company, to send a Notification letter. Click on the Notify Selected Company button. You may send the company a message stating your interest by selecting the checkbox under Send Message to Company

- Select the company that you wish to add to your summary sheet.
- Click the Notify Selected Companies button located at the bottom of the list.
- Complete the solicitation letter and click the Notify Subcontractors button.

Add Company Manually to Summary Sheet

Step 1:
Search For A Company

Step 2:
Identify The Company

Step 3:
Enter Contact Information

Add A New Subcontractor

One or more companies were found on RAMP matching the name **tree**. Either review the search results and add a listed subcontractor or manually add a new subcontractor.

- [Manually add a new company to your Summary Sheet](#)

Add An Existing Subcontractor

If you would like to send a notification letter to a company, select the checkbox by that company and click the 'Notify Companies' button below. The selected companies will receive a notification of your interest and will automatically be added to your Summary Sheet. (*Recommended*)

If you would like to only add a company to your Summary Sheet without sending them a notification letter simply click the 'Add' link by the company and they will be automatically added to your Summary Sheet.

Send Message to Company	Add Company Manually	Company	Certs
<input type="checkbox"/>	Add	T T E	OBE
<input type="checkbox"/>	Add	A T L	OBE
<input type="checkbox"/>	Add	F Z P	OBE
<input type="checkbox"/>	Add	V Z C	OBE

[Notify Selected Company](#)

This will open up the notification solicitation shell letter. See Notifying Potential Subcontractors section.

Option 2: If you want to add them without notifying them, click on the Add link next to the company name to add the subcontractor to your Summary Sheet. .

This adds them to your Summary Sheet without sending a letter of interest/solicitation shell letter..

Add Company Manually to Summary Sheet

Step 1: Search For A Company	Step 2: Identify The Company	Step 3: Enter Contact Information
--	--	---

Add A New Subcontractor

One or more companies were found on RAMP matching the name 'tree.' Either review the search results and add a listed subcontractor or manually add a new subcontractor.

- Manually add a new company to your Summary Sheet

Add An Existing Subcontractor

If you would like to send a notification letter to a company, select the checkbox by that company and click the 'Notify Companies' button below. The selected companies will receive a notification of your interest and will automatically be added to your Summary Sheet. (*Recommended*)

If you would like to only add a company to your Summary Sheet without sending them a notification letter simply click the 'Add' link by the company and they will be automatically added to your Summary Sheet.

Send Message to Company	Add Company Manually	Company	Certs
<input type="checkbox"/>	Add	T T E	OBE
<input type="checkbox"/>	Add	A T: L	OBE

Fill in contact details and justification and click “Add Company to Summary Sheet.”

Sub NAICS	Description	Response/No-Submittal	Selected	Responded	Bid
<input checked="" type="checkbox"/>	541990 All Other Professional, Scientific, and Technical Services	Submit Quote	--None--	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	111110 Soybean Farming	--None--	--None--	<input type="text"/>	<input type="text"/>
Prime NAICS	Description	Response	Selected	Responded	Bid
<input type="checkbox"/>	541611 Administrative Management and General Management Consulting Services	--None--	--None--	<input type="text"/>	<input type="text"/>

***Please describe who made initial contact, when contact was made, how contact was made, what prompted contact and ultimately why the subcontractor was or was not selected**

Enter contact details and justification

Please verify that the subcontractor's address, contact information, and selected NAICS work areas are accurate. This information cannot be edited after submission.

[Add Company to Summary Sheet](#)

- Check the work area for which you wish to add the company.
- Provide the Response, Selected, Responded, and Bid if applicable.
- Add a description of the communication between you and the subcontractor in the “Contact Information/Notes” box.
- Click on the Add Company to Summary Sheet button. The company will then be added to your Summary Sheet.

MANUALLY ADD A COMPANY THAT IS NOT ON RAMP

NOTE: If the company doesn't exist in the RAMP's vendor database, click the "Manually add a new company to your Summary Sheet" link.

Add Company Manually to Summary Sheet

Step 1: Search For A Company	Step 2: Identify The Company	Step 3: Enter Contact Information
--	--	---

Add A New Subcontractor

We could not find any companies on RAMP matching the name **Jkinn**. Please select one of the following choices to add a company to your Summary Sheet.

- [Manually add a new company to your Summary Sheet](#)

You must enter the new company's information into RAMP's vendor database. This information will be automatically added into your Summary Sheet. Once added, the company will be visible in the list after using the search function of adding a company manually. If the same company registers itself on RAMP with the appropriate NAICS code, they will appear in the subcontractors listing.

- Provide the Name and Contact Information of the company.
- Make sure all information is accurate. **This information cannot be edited after submission.**
- Click on the checkbox next to the work area that you wish to add the company onto your Summary Sheet.
- Provide the Response, Selected, and Responded, if applicable.
- Add a description of the communication between you and the subcontractor in the "Contact Information/Notes" box.
- Click the "Add Company to Summary Sheet" button. The company will then be added to your Summary Sheet.

NOTE: Once the subcontractor is added in this manner, it is not considered registered until the subcontractor creates a RAMP user ID and updates their

NAICS codes, licenses etc. This registration must be completed before the award of the contract.

Add Company Manually to Summary Sheet

Step 1: Search For A Company	Step 2: Identify The Company	Step 3: Enter Contact Information
--	--	---

Enter Contact Information

Enter subcontractor information	
Company Name: *	<input type="text" value="jklmn"/>
Address Line 1: *	<input type="text"/>
Address Line 2:	<input type="text"/>
City: *	<input type="text"/>
State: *	<input type="text" value="--None--"/>
Country: *	<input type="text" value="--None--"/>
Zip Code: *	<input type="text"/>
Phone: *	<input type="text"/>
Enter contact information	
First Name: *	<input type="text"/>

Sub NAICS	Description	Response	Selected	Responded	Bid
<input type="checkbox"/>	541990 All Other Professional, Scientific, and Technical Services	<input type="text" value="--None--"/>	<input type="text" value="--None--"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	111110 Soybean Farming	<input type="text" value="--None--"/>	<input type="text" value="--None--"/>	<input type="text"/>	<input type="text"/>
Prime NAICS	Description	Response	Selected	Responded	Bid
<input type="checkbox"/>	541611 Administrative Management and General Management Consulting Services	<input type="text" value="--None--"/>	<input type="text" value="--None--"/>	<input type="text"/>	<input type="text"/>

***Please describe who made initial contact, when contact was made, how contact was made, what prompted contact and ultimately why the subcontractor was or was not selected**

Enter contact details and justification

Please verify that the subcontractor's address, contact information, and selected NAICS work areas are accurate. This information cannot be edited after submission.

[Add Company to Summary Sheet](#) ←

The added company will show up in the New Subcontractor Outreaches section.

Summary Prime Contractors Subcontractors **Contacted**

This opportunity is eligible for the Business Inclusion Outreach Program. [Review your Summary Sheet here.](#)

New Subcontractor Outreaches Made On Jun 23, 2022

Subcontractor	Certs	Address	Phone
ABCDEFG Co		555 Main st Anytown, CA United States	

Subcontractor Outreaches

Subcontractor	Address	Phone	Outreach Date
541990 - All Other Professional, Scientific, and Technical Services			

UPLOAD BIP DOCUMENTS

BIP Supporting Documents

Upload Files Or drop files

Uploaded	File Name	Notes
6/23/2022, 12:51 PM	13.PDF Delete Edit	

Bids Submitted by Sub-Contractors

IMPORTANT NOTES REGARDING THE ONLINE BIP OUTREACH

Make sure you meet the Outreach requirements before the respective deadlines. The system automatically keeps track of all of the Outreach/contact you make on the RAMP. The system also allows you to keep track of Outreach/contact you make outside of the RAMP; however, this information will need to be entered manually onto your Summary Sheet.

All Outreach/contact must be made no later than 11:59 PM on the 15th day prior to the bid due date. After this date, the subcontractor selection form will be disabled. However, you will still be able to view or print the subcontractor listing.

The Summary Sheet must be completed by 4:30 PM one day after the Bid due date (Close date), at which point you will no longer be able to make edits and it will be considered final. However, you will still be able to view/print the Summary Sheet.

Once you have completed your Summary Sheet online, there is no need to submit a hard copy with your bid package. City Staff will have online access to your Summary Sheet. If there are any questions or potential errors, Staff will contact you for clarification. However, you may want to print out your Summary Sheet for your personal records.

Please note that nothing in this document supersedes the requirements in a project's bid package. This should only be used as a guide in your completion of the BIP Outreach requirement online.