

**CONTRACT BETWEEN THE CITY OF LOS ANGELES AND  
E.J. WARD, INC. FOR AUTOMOTIVE FUEL DISPENSING  
AUTOMATION EQUIPMENT  
FOR LOS ANGELES WORLD AIRPORTS**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **CITY OF LOS ANGELES** (hereinafter referred to as "City"), a municipal corporation, acting by order of and through its Board of Airport Commissioners (hereinafter referred to as "Board"), and **E.J. WARD, INC.** (hereinafter referred to as "Contractor"),

**RECITALS**

WHEREAS, the City authorized the issuance of a Request for Bid for automotive fuel dispensing automation equipment at LAX, Van Nuys and Ontario Airports Bid No. 113-005 (hereinafter referred to as "Request for Bid"); and

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

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

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

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

**Section 1.0 Scope of Work.** Contractor agrees to provide automotive fuel dispensing automation equipment to meet the requirements of Los Angeles World Airports in strict compliance with the conditions and specifications contained in the aforesaid Request for Bid and the price(s) contained in Contractor's Bid.

**Section 2.0 Incorporation by Reference.** It is expressly understood and agreed that the Request for Bid including all bid forms, the plans and specifications, including any addenda thereto, the Contractor's Bid and its submitted Bid documents including all of the Administrative Requirements and any Bonds required under the said Request for Bid, shall constitute, and are hereby incorporated, and made a part of this Contract, and each of the parties hereto does hereby expressly covenant and agree to carry out and fully perform each and all of the provisions of said documents upon its part to be performed. Contractor also expressly acknowledges that this Contract is based upon the performance requirements contained in the bid documents issued by E.J. Ward

Contract for Auto Fuel Dispensing  
2-13-14-BCO

City. If there is a conflict between the Request for Bid and the Contractor's Bid, the Request for Bid will prevail. The Request for Bid and Contractor's Bid are attached hereto as Exhibit "A".

**Section 3.0 Term of Contract.**

3.1 Notwithstanding any other provision herein, the term of this Contract shall commence upon City's issuance of a Notice to Proceed, and shall expire no later than five (5) years, unless City exercises its two one-year options; subject, however, to earlier termination pursuant to the terms of this Contract.

3.2 LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

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

4.1. For all products and services rendered, for all costs, direct or indirect, and for all expenses incurred by Contractor pursuant to this Contract, City shall pay Contractor an overall amount not to exceed One Million, One Hundred Forty-Six Thousand, Nine Hundred Sixty-Five and 26/100 Dollars (\$1,146,965.26). Contractor shall submit to City requests for payment of the amount(s) due, upon completion to City's satisfaction of the work specified. City shall pay Contractor for its performance under this Contract the sum hereinabove set forth, at the times and in the manner specified, if so, in the aforesaid Specifications.

4.2. Contractor shall promptly pay, when due, any and all amounts payable for labor and material furnished in the performance of this Contract, so as to prevent or make unnecessary the filing of any claim, lien, or notice to withhold, as provided under and by virtue of the applicable provisions of Division III, Part 4, Title 15 (commencing with Section 3082) of the Civil Code of the State of California, and Contractor shall promptly pay all amounts due under the Unemployment Insurance Act with respect to such work or labor.

**Section 5.0 City Held Harmless.**

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

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

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

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

#### **Section 6.0 Hazardous and Other Regulated Substances.**

6.1. Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants, or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land, or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents.

6.2. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and, further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City incurs, or pays, as a result of noncompliance with the above.

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

6.4. If Contractor fails to repair, clean-up, properly dispose of, or take any other corrective action(s) as required herein, City may (but shall not be required to) take all steps it deems reasonably necessary to properly repair, clean-up or otherwise correct the condition(s)

resulting from the spill, leak or contamination. Any such repair, clean-up or corrective action(s) taken by City shall be at Contractor's sole cost and expense, as well as shall any and all costs (including any administrative costs) which City incurs, or pays, as a result of any repair, clean-up or corrective action it takes.

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

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

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

#### **Section 7.0 Assignment or Transfer Prohibited.**

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

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

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

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

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

**Section 9.0 Compliance With Applicable Laws.**

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

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

**Section 10.0 Contract Contains Entire Agreement.** This Contract, the Exhibits attached hereto, and other materials referenced herein, contains the entire agreement between the parties hereto and supersedes any and all prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, or understandings, oral or written, between and among the parties relating to the subject matter contained in this Contract which are not fully set forth herein. This is an integrated agreement.

**Section 11.0 Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or of any subsequent breach of the same term, covenant, or condition.

**Section 12.0 Miscellaneous.**

12.1. This Contract, and every question arising hereunder, shall be construed, and determined, according to the laws of the State of California. Venue shall be at the Torrance Branch of the Los Angeles County Superior Court.

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

12.3. In the event any covenant, condition, or provision herein contained is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition, or provision shall not in any way affect any other covenant, condition, or provision herein contained.

12.4. In the event either party is prevented from, or delayed in, its performance under this Contract, by war, emergency, natural disaster, injunction and/or other court order, neither party shall be liable to the other for any damages and/or expenses associated with such event(s), but either party shall have the right to terminate this Contract upon reasonable written notice.

12.5. The Section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Contract.

**Section 13.0 Notices.**

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

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

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

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

**E.J. Ward, Inc.  
8801 Tradeway  
San Antonio, CA 78217  
TX 78217**

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

13.3. The execution of any notice(s) by Executive Director of City's Department of Airports shall be effective as to Contractor as if said notice(s) were executed by the Board, or by Resolution or Order of said Board, and Contractor shall not question the authority of the Executive Director to execute any such notice(s).

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

**Section 14.0 Default and Right of Termination.**

14.1 LAWA may terminate this Contract for cause and without liability for damages as follows:

A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.

B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

14.2 Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property, including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

**Section 15.0 Ownership of Work Product.**

15.1 Contractor agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written or contributed by Contractor specifically for this project, either individually or in collaboration with others, and paid for by City, shall belong to and be the sole property of the City.

15.2 This provision does not apply to any pre-existing intellectual property created by Contractor or its subcontractors prior to their performance of tasks under this Agreement; nor will this provision apply to any enhancement of or alteration to the pre-existing intellectual property created by Contractor or its subcontractors during their performance of tasks under this Agreement.

**Section 16.0 Disabled Access.**

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

16.2 Should Contractor fail to comply with Section 6.1, if applicable, then City shall have the right, but not the obligation, to perform, or have performed, whatever work is necessary to achieve equal access compliance. Contractor will then be required to reimburse City for the actual cost of achieving compliance, plus a fifteen percent (15%) administrative charge.

**Section 17.0 Living Wage and Service Contract Worker Retention Requirements.**

**17.1 Living Wage Ordinance**

17.1.1 General Provisions: Living Wage Policy. This Contract is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq., of the Los Angeles Administrative Code, which is incorporated herein by this reference. The LWO requires

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

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

17.1.3 Compliance; Termination Provisions And Other Remedies: Living Wage Policy. If Contractor is not initially exempt from the LWO, Contractor shall comply with all of the provisions of the LWO, including payment to employees at the minimum wage rates, effective on the Execution Date of this Contract, and shall execute the Declaration of Compliance Form attached to this Contract, contemporaneously with the execution of this Contract. If Contractor is initially exempt from the LWO, but later no longer qualifies for any exemption, Contractor shall, at such time as Contractor is no longer exempt, comply with the provisions of the LWO and execute the then currently used Declaration of Compliance Form, or such form as the LWO requires. Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Contract and City shall be entitled to terminate this Contract and otherwise pursue legal remedies that may be available,



including those set forth in the LWO, if City determines that Contractor violated the provisions of the LWO. The procedures and time periods provided in the LWO are in lieu of the procedures and time periods provided elsewhere in this Contract. Nothing in this Contract shall be construed to extend the time periods or limit the remedies provided in the LWO.

17.1.4 Subcontractor Compliance. Contractor agrees to include in every subcontract involving this Contract entered into between Contractor and any subcontractor, a provision pursuant to which such subcontractor (A) agrees to comply with the Living Wage Ordinance and the Service Contractor Worker Retention Ordinance with respect to this Contract; (B) agrees not to retaliate against any employee lawfully asserting noncompliance on the part of the subcontractor with the provisions of either the Living Wage Ordinance or the Service Contractor Worker Retention Ordinance; and (C) agrees and acknowledges that City, as the intended third-party beneficiary of this provision may (i) enforce the Living Wage Ordinance and Service Contractor Worker Retention Ordinance directly against the subcontractor with respect to this Contract, and (ii) invoke, directly against the subcontractor with respect to this Contract, all the rights and remedies available to City under Section 10.37.5 of the Living Wage Ordinance and Section 10.36.3 of the Service Contractor Worker Retention Ordinance, as same may be amended from time to time.

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

**Section 18.0 Nondiscrimination and Equal Employment Practices/Affirmative Action Program.**

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

18.2. During the performance of this Contract, Contractor agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of said Administrative Code, the failure of Contractor to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with said Equal Employment Practices provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

18.3. During the performance of this Contract, Contractor agrees to comply with Section 10.8.4 of the Los Angeles Administrative Code ("Affirmative Action Program"), including any future amendments thereto, which is incorporated herein by this reference. By way of specification, but not limitation, pursuant to Sections 10.8.4.E and 10.8.4.F of said Administrative Code, the failure of Contractor to comply with the Affirmative Action Program provisions of this Contract may be deemed to be a material breach of this Contract. No such finding shall be made, nor penalties assessed, except upon a full and fair hearing after notice and an opportunity to be heard has been provided to Contractor. Upon a finding duly made that Contractor has failed to comply with the Affirmative Action Program provisions of this Contract, this Contract may be forthwith terminated, cancelled or suspended.

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

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

#### **Section 19.0 Business Tax Registration.**

19.1. Contractor represents that it has registered its business with the City Clerk of City and has obtained, and presently holds, from that Office a Business Tax Registration Certificate, or a Business Tax Exemption Number, required by City's own Business Tax Ordinance (Article 1, Chapter 2, Sections 21.00 and following, of City's Municipal Code).

19.2. Contractor shall maintain, or obtain as necessary, all such Certificates required of it under said Ordinance and shall not allow any such Certificate to be revoked or suspended during the term hereof.

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

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

comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the term of this Contract.

20.2. Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, failure of Contractor, or an applicable subcontractor, to comply with all applicable reporting requirements, or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, or the failure of any principal owner(s) of Contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, shall constitute a default of this Contract, thereby subjecting this Contract to termination, where such failure(s) shall continue for more than ninety (90) days after notice of such failure(s) to Contractor by City (in lieu of any time for cure provided elsewhere in this Contract).

### **Section 21.0 Insurance.**

21.1 Contractor shall procure at its expense, and keep in effect at all times during the term of this Contract the standard minimum insurance requirements as set forth in the Request for Bid.

21.2 The specified insurance (except for Workers' Compensation and Professional Liability) shall also, either by provisions in the policies, by City's own endorsement form or by other endorsement attached to such policies, include and insure City, its Department of Airport, the Board, and all of its officers, employees and agents, their successors and assigns, as insureds, against the areas of risk described in this Section as respects Contractor's acts or omissions arising out of the performance of this Contract, Contractor's acts or omissions in its operations, use and occupancy of the premises hereunder or other related functions performed by or on behalf of Contractor at the Airport.

21.3 Waiver of Subrogation. For commercial general liability insurance, workers' compensation insurance, and employer's liability insurance, the insurer shall agree to waive all rights of subrogation against City for Losses arising from activities and operations of Contractor insured in the performance of Services under this Contract.

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

21.5 Each specified insurance policy (other than Workers' Compensation and Employers' Liability) shall contain a Severability of Interest (Cross Liability) clause which states, "It is agreed that the insurance afforded by this policy shall apply separately to each insured against whom claim is made, or suit is brought, except with respect to the limits of the company's liability." Additionally, Contractor's Commercial General Liability policy ("Policy") shall provide Contractual Liability Coverage, and such insurance as is afforded by the Policy shall also apply to the tort liability of the City of Los Angeles assumed by the Contractor under this Contract.

21.6 All such insurance shall be primary and noncontributing with any other insurance held by City's Department of Airports where liability arises out of, or results from, the acts or

omissions of Contractor, its agents, employees, officers, invitees, assigns, or any person or entity acting for, or on behalf of, Contractor.

21.7 Such policies may provide for reasonable deductibles and/or retentions acceptable to the Executive Director, based upon the nature of Contractor's operations and the type of insurance involved.

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

21.9 In the event Contractor fails to furnish City evidence of insurance, or to maintain the insurance as required under this Section, City, upon ten (10) days' prior written notice to Contractor of its intention to do so, shall have the right to secure the required insurance at the cost and expense of Contractor, and Contractor agrees to promptly reimburse City for the cost thereof, plus fifteen percent (15%) for administrative overhead.

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

21.11 Contractor shall provide proof of all specified insurance and related requirements to City either by production of the actual insurance policy(ies), by use of City's own endorsement form(s), by broker's letter acceptable to Executive Director in both form and content in the case of foreign insurance syndicates, or by other written evidence of insurance acceptable to Executive Director. The documents evidencing all specified coverages shall be filed with City prior to the Contractor performing the Services hereunder. Such documents shall contain the applicable policy number(s), the inclusive dates of policy coverage(s), the insurance carrier's name(s), and they shall bear an original or electronic signature of an authorized representative of said carrier(s), and they shall provide that such insurance shall not be subject to cancellation, reduction in coverage or non-renewal, except after the carrier(s) and the Contractor provide actual, written notice (by Certified Mail) to the City Attorney of the City of Los Angeles at least thirty (30) days prior to the effective date thereof.

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

## **Section 22.0 Contractor Responsibility Program.**

22.1. Pursuant to Resolution No. 21601 adopted by the Board of Airport Commissioners, effective May 20, 2002, it is the policy of Los Angeles World Airports (LAWA) to ensure that all LAWA contractors have the necessary quality, fitness and capacity to perform the work set forth in the contract. LAWA shall award contracts only to entities and individuals it

has determined to be Responsible Contractors. The provisions of this Program apply to leases and contracts for construction, for services, and for purchases of goods and products that require Board approval.

22.2. Contractor is required to provide LAWA with a "Contractor Responsibility Program Pledge of Compliance." Contractor is also required to respond within the specified time to LAWA's request for information and documentation needed to support a Contractor Responsibility determination. Subcontractors will be required to submit the Pledge to the prime contractor prior to commencing work. The CRP Rules and Regulations are available at <http://www.lawa.org>.

**Section 23.0 Equal Benefits Ordinance (EBO).**

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

23.2. During the term of this Contract, Contractor certifies and represents that the Contractor will comply with the EBO. Furthermore, Contractor agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

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

**Section 24.0 Assignment of Anti-Trust Claims.**

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

**Section 25.0 Compliance With Los Angeles City Charter Section 470(c)(12) and 609(E).**

The Contractor, other underwriting firm members of the underwriting syndicate, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Sections 470(c)(12), 609(e) and related ordinances, regarding limitations on campaign contributions and fundraising to certain elected City officials or candidates for elected City office. Gifts to elected officials and certain City officials are also limited. Additionally, Contractor and other underwriting firm members of the underwriting syndicate are required to provide and update certain information to the City as specified by law. Any Contractor and other underwriting firm members of the underwriting syndicate subject to Charter Section 470(c)(12)

and 609(e), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

**Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Sections 470(c)(12), 609(e) and related ordinances, you are subcontractor or underwriting firm on City of Los Angeles Contract/Resolution # \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12) and 609(e), underwriting firm, subcontractor and principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Additionally, gifts are limited to elected officials and certain City officials. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 10 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

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

**Section 26.0 Municipal Lobbying Ordinance.** Contractor shall comply with the provisions of the City of Los Angeles Municipal Lobbying Ordinance throughout the term of this Contract.

**Section 27.0 First Source Hiring Program for Airport Employers (LAX Only).** Contractor shall comply with the provisions of the First Source Hiring Program adopted by the Board. The rules, regulations, requirements, and penalties of the First Source Hiring Program are attached as Exhibit "B" and made a material term of this Agreement. Contractor shall be an "Airport Employer" under the First Source Hiring Program.

[Remainder of This Page Intentionally Left Blank]

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

APPROVED AS TO FORM:  
Michael N. Feuer,  
City Attorney

CITY OF LOS ANGELES

Date: 4/24/14  
By: [Signature]  
Deputy City Attorney

By \_\_\_\_\_  
Executive Director  
Department of Airports

By \_\_\_\_\_  
Deputy Executive Director  
Comptroller

ATTEST:

E.J. WARD, INC.

By [Signature]  
Signature (Secretary)  
Markay Ward  
Print Name

By [Signature]  
Signature  
Eddie Ward  
Print Name  
CEO  
Print Title

[SEAL]

## EXHIBIT "B"

### FIRST SOURCE HIRING PROGRAM FOR AIRPORT EMPLOYEES

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

"Airport" shall mean Los Angeles International Airport.

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

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

"City" shall mean the City of Los Angeles.

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

"Coalition Representative" shall mean the following: The Coalition shall designate one individual as the "Coalition Representative" authorized to speak or act on behalf of the Coalition for all purposes under the Cooperation Agreement. The Coalition Representative may designate one or more assistants to assist the Coalition Representative in speaking or acting on behalf of the Coalition with



respect to any specific program or activity or any other matter. The Coalition shall provide LAWA with contact information for the Coalition Representative upon request.

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

"LAWA" shall mean Los Angeles World Airports.

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

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

"Program" shall mean this First Source Hiring Program.

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

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

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

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

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

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

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

Second Priority: Low-Income Individuals residing in City.

V. Initial Airport Employer Roles.

- A. Liaison. Each Airport Employer shall designate a liaison for issues related to the Program. The liaison shall work with LAWA, the Coalition Representative, the Referral System provider, and relevant public officials to facilitate effective implementation of this Program.
- B. Long-Range Planning. Any entity that becomes an Airport Employer at least two (2) months prior to commencing operations related to Airport shall, at least two months prior to commencing operations related to Airport, provide to the Referral System the approximate number and type of Airport Jobs that it will fill and the basic qualifications necessary.

VI. Airport Employer Hiring Process.

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

3. Hiring Procedure During Targeted Hiring Periods. During the periods described in Sections VI.C.1 and VI.C.2 above, Airport Employers may hire Targeted Applicants recruited or referred through any source. During such periods Airport Employers shall use normal hiring practices, including interviews, to consider all applicants referred by the Referral System.
4. No Referral Fees. No Airport Employer or referred job candidate shall be required to pay any fee, cost or expense of the Referral System or this Program in connection with referrals.

VIII. Reporting and Recordkeeping.

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

LAWA from obtaining any other form of available relief to ensure compliance with this Program, including injunctive relief.

IX. Miscellaneous.

- A. Compliance with State and Federal Law. This Program shall be implemented only to the extent that it is consistent with the laws of the State of California and the United States. If any provision of this Program is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of this Program, and the conflicting provisions of this Program shall not be enforceable.
- B. Severability Clause. If any term, provision, covenant or condition of this Program is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall continue in full force and effect.
- C. Binding on Successors. This Program shall be binding upon and inure to the benefit of the successors in interest, transferees, assigns, present and future partners, subsidiary corporations, affiliates, agents, representatives, heirs, and administrators of any party that has committed to comply with it. Any reference in this Program to a party shall be deemed to apply to any successor in interest, transferee, assign, present or future partner, subsidiary corporation, affiliate, agent, representative, heir or administrator of such party; provided, however, that any assignment, transfer or encumbrance of a lease agreement, permit or contract in which this Program is incorporated shall only be made in strict compliance with the terms of such lease agreement, permit or contract and the foregoing shall not constitute consent to any such assignment, transfer or encumbrance.
- D. Lease Agreements and Contracts. Airport Employers shall not execute any sublease agreement or other contract under which Airport Jobs may occur directly or indirectly, unless the entirety of this Program is included as a material term thereof, binding on all parties.
- E. Assurance Regarding Preexisting Contracts. Each Airport Employer warrants and represents that as of the date of execution of this Program, it has executed no sublease agreement or other contract that would violate any provision of this Program had it been executed after the date of incorporation of this Program into a binding contract.
- F. Intended Beneficiaries. LAWA, the Coalition, and the Referral System are intended third-party beneficiaries of contracts and other agreements that incorporate this Program with regard to the terms and provisions of this Program. However, the parties recognize that only LAWA has the sole responsibility to enforce the provisions of this Program.

- G. Material Terms. All provisions of this Program shall be material terms of any lease agreement or contract in which it is incorporated.
- H. Effective Date. Section VI of this Program shall become effective on the effective date of the contract or agreement into which it is incorporated.
- I. Construction. Any party incorporating this Program into a binding contract has had the opportunity to be advised by counsel with regard to this Program. Accordingly, this Program shall not be strictly construed against any party, and the rule of construction that any ambiguities be resolved against the drafting party shall not apply to this Program.
- J. Entire Contract. This Program contains the entire agreement between the parties on the subjects described herein, and supersedes any prior agreements, whether written or oral. This Program may not be altered, amended or modified except by an instrument in writing signed in writing by all parties to the contract in which it is incorporated.

RETURN BID IN A SEALED  
ENVELOPE to  
Department of Airports  
Procurement Services Division  
Attention: Bid #113-005  
7301 World Way West, 4<sup>th</sup> floor  
Los Angeles, CA 90046

CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS (LAWA)

REQUEST FOR BID (RFB) No. 113-005  
(Show this number on envelope)  
This is not an order!

If you are delivering the bid in person you must allow adequate time to check in at the front desk (valid government issued picture ID is required) and take an elevator to the 4th floor of our building at 7301 World Way West. Bids delivered after the bid closing time will not be opened.

E-mail address: [Rperez@lawa.org](mailto:Rperez@lawa.org)  
Telephone No. 424-646-7402  
Fax No. 424-646-9274

Quotation must be delivered prior to:  
2:00 PM Thursday May 16<sup>th</sup>, 2013

**AUTOMOTIVE FUEL DISPENSING AUTOMATION EQUIPMENT AT LAX, VAN NUYS AND  
ONTARIO AIRPORTS**

**THE FOLLOWING BID MUST BE SIGNED!**

If the bid is made by an individual, it must be signed with the full name of the bidder, whose address must be given; if it is made by a partnership, it must be signed in the partnership name by a member of the firm, and the name and address of each member must be given; and if it is made by a corporation, it must be signed by two authorized officers in the corporate name.

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

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

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

(Print) Bidder's name: E.J. Ward, Inc. Sole proprietor  Partnership   
Corporation

(Bidder's name must be the same as the name on the invoice!)

Name and Title: Eddie Ward - Chief Executive Officer  
(Sign with ink or indelible pen)

Name and Title: Tom Ward - Secretary  
(Sign with ink or indelible pen)

Contact Person (if different from the above): Markay Ward

Street Address: 8801 Tradeway

City: San Antonio State: TX Zip Code: 78217

BID 113-005  
RX 10034895

AUTOMOTIVE FUEL DISPENSING AUTOMATION EQUIPMENT FOR LAX, VAN NUYS AND ONTARIO AIRPORTS  
2/27/13

EXHIBIT A

Telephone No: 210 - 824 - 7383 Fax No: 210 - 824 - 2031

E-mail Address: mward@ejward.com

Payment Terms: 30 % 0 days (minimum 25 days for net bid award consideration)

Bids are requested by the City of Los Angeles, Los Angeles World Airports (LAWA), for furnishing the requirements of the City, as may be required, during a period of five years (5) with two (2) yearly renewal options from the date of award of contract, for:

**AUTOMOTIVE FUEL DISPENSING AUTOMATION EQUIPMENT AT LAX, VAN NUYS AND ONTARIO AIRPORTS**

according to the bid conditions and attached specifications, as well as bidder's findings subsequent to the inspection of the job site.

The scope of the work is described below in the attached specifications.

The contractor must conduct the work/task in a manner and with sufficient materials, equipment, labor to insure completion of the work/task assignment within (Article VII of Specification) working hours, subject to City authorized written extensions/modifications, commencing with the date of the Notice to Proceed or other schedule otherwise stated in the bid or specifications. Liquidated damages for failure to complete the work/task within the stipulated time of completion will be five hundred (\$500) dollars per day.

**BIDDER'S RESPONSIBILITY:**

The bidder must carefully examine the terms of the RFB, attachments, required forms, and any addenda, and evaluate all of the circumstances and conditions affecting its bid response at its own expense. LAWA is not liable for any cost associated with the development, preparation, transmittal, or presentation of any bid or material submitted.

**BIDDER'S CONFERENCE (MANDATORY):**

Prospective bidders **MUST** attend the mandatory bidder's conference and mandatory tour to examine the sites of the proposed work at Los Angeles World Airports **On Wednesday, April 10, 2013, at 10:00 a.m.** at the LAWA Procurement Services Division, 7301 World Way West, 4<sup>th</sup> Floor, Los Angeles, CA 90045., Bidders should bring a copy of the bid and two (2) business cards.

**EXAMINATION OF JOB SITE (MANDATORY):**

Bidders must examine and judge for themselves the location, surroundings, physical condition, and nature of any work to be done. Submission of a bid shall be construed as conclusive evidence that the bidder has made such an examination.

A work site tour is planned immediately after the bidder's conference for the LAX worksite location. However a secondary tour will be required for Van Nuys Airport and Ontario Airport locations. For the secondary job site tour bidders must RSVP Supt. Timothy Gulla to arrange (secondary) site tour reservations by email to: Tjgulla@lawa.org.

Sign Language Interpreters, assistive listening devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at

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2/27/13

least 72 hours prior to the meeting you wish to attend. For additional information, please contact:  
Larry Rolon, LAWA ADA Coordinator at (424)337-5005.

**DIRECTIONS TO THE PROCUREMENT SERVICES DIVISION**

Los Angeles World Airports -7301 World Way West, 4<sup>th</sup> floor, Los Angeles, 90045  
405 (South) or (North) to 105 (West)  
105 (West) to the end. (Imperial Highway)  
Imperial Highway (West) approx. 3 signal lights to Pershing Drive.  
At Pershing Drive, make a Right turn  
Approx. 1000 feet (North) where there will be a sign "World Way West"  
Follow the road on to World Way West. (East)  
Proceed (East) to third signal light at Administration Road, and turn LEFT into the driveway and  
park in the parking area in front of you or to the East or Rear of 7301. There is additional parking  
across World Way West at Maintenance Road.  
The 9 story high rise building west of you is 7301—The Procurement Services Division is on the  
4<sup>th</sup> floor.  
DO NOT park in the Assigned Spaces in front or side of the building.

**AWARD OF CONTRACT:**

Award of the contract will be made after investigation of the responsibility of the low bidder(s).  
The bid will be awarded to the lowest responsive and responsible bidder(s) meeting the  
requirements of the specification.

**BID PRICES VERIFICATION WORKSHEET:**

For the purpose of comparing bids, bidders are required to fill out the attached worksheet.  
Failure to do so shall invalidate the bid.

Note 1: The Extended Price will be automatically calculated.

Note 2: Excel worksheet is posted on the website: [www.labavn.org](http://www.labavn.org).

Bidders shall not make any changes to the worksheet. Any changes to the worksheet will render  
your worksheet void, and may result in your bid being rejected as non-responsive.

STATE YOUR BID GRAND TOTAL AMOUNT FROM WORKSHEET HERE: \$270,638.60

**DISCOUNT/MARK UP:**

BIDS are requested in the form of a DISCOUNT/MARK UP you will allow the City from  
Manufacturer's/Distributor's published price list/Electronic Data Pricing and applicable to all  
items of the price list needed by the City.

For: "E. J. Ward" or equal, state your discount/mark -up, from the worksheet, below -

State PERCENTAGE DISCOUNT/MARK UP you will allow the City: minus 0 % or plus  
0 %. The discount/mark up must be expressed in a single whole number, such as  
minus or plus 5%. Range of percentages such as "between 4% and 6%" is not  
acceptable. Bids submitted in violation of the above requirement will not be considered.

State Manufacturer of item(s): E.J. Ward, Inc.

Price List No.: \_\_\_\_\_ Applicable Price Column: Not Applicable since no Discount

(Enclose three copies)

BID 113-005  
RX 10034895

AUTOMOTIVE FUEL DISPENSING AUTOMATION EQUIPMENT FOR LAX, VAN NUYS AND ONTARIO AIRPORTS  
2/27/13



Bid may not be considered until the required price list or electronic data pricing is submitted.

**PRICE AGREEMENT CONDITIONS (PUBLISHED PRICE LIST):**

Prices charged the City of Los Angeles are based on a percentage discount from/mark up on Published Price List. Percentage discount is to remain firm for the duration of the contract. Price Lists which are submitted with BID must be currently in effect at time of BID opening and shall not be subject to change for a period of sixty (60) days after bid opening. Bidder understands and agrees that the stated discount will apply to all items of the price list.

At the time of award of contract, contractor shall send to the Procurement Services Division 3 copies of the price list to be distributed to the LAWA Divisions for purpose of price contract compliance. Said copies of the price list shall show contractor's name and contract/outline agreement number.

Submission of electronic pricing data (CD, Website, etc.) is highly desired.

If prices on the Price List are raised, the City reserves the right to accept such raises or to cancel such items from the contract. The City is to be given benefit of any decline in prices immediately upon the effective date of such decline. Changes in Price List shall be effective on the date the notice of change is received by the Procurement Services Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

Specifications and conditions in the BID shall supersede any conflicting conditions in Price Lists.

Copies of new or revised Price List shall be sent immediately to the Procurement Services Division. Price List shall show Contractor's Name along with the Contract Purchase Order/Outline Agreement Number.

**BID:**

The bid must be made on the bid form provided. The bid must state the amounts for which the bidder proposes to supply all material and perform all work required by the plans and specifications. All blank spaces in the bid must be properly filled in, and the phraseology must not be changed. Any space left blank, any unauthorized addition, condition, limitation, or provision attached to the bid may render it non-responsive and may cause its rejection. Alterations by erasure or interlineation must be explained or noted on the bid over the signature of the bidder. No modification of a bid will be considered. No bid received after the time fixed for receiving them will be considered.

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

Signature: <u>Robert Kottler</u> Addendum 1 (if issued)	Signature: <u>Robert Kottler</u> Addendum 4 (if issued)
Signature: <u>Robert Kottler</u> Addendum 2 (if issued)	Signature: <u>Robert Kottler</u> Addendum 5 (if issued)
Signature: <u>Robert Kottler</u> Addendum 3 (if issued)	Signature: _____ Addendum 6 (if issued)

After the bids have been opened and declared, no bid shall be withdrawn except with the consent of the City. All bids shall be subject to acceptance by the City for three (3) months.

**LISTING OF SUBCONTRACTORS:**

The bid must be accompanied by a list which specifies:

- a. The name and address of each Subcontractor who will perform labor or render service to the bidder in or about the construction of the work or improvement in an amount in excess of one-half of one percent (½%) of the bidder's total bid, or \$10,000, whichever is greater.
- b. That portion of the work, as defined in the bid, which will be done by each listed Subcontractor.

**COMPLETION AND ACCEPTANCE:**

The work shall be under the charge and care of the Contractor until final acceptance of the work. The Contractor shall take every precaution against injury or damage to the work from the action of the elements or any other cause, whether arising from the execution of the work. The Contractor shall rebuild, restore, and make good, at the Contractor's expense, all injuries or damage to the work occurring before acceptance of the work.

Any loss or damage arising from all unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the work; or from any act or omission not authorized by these specifications, on the part of the contractor or subcontractor shall be sustained by the Contractor.

**PUBLIC CONVENIENCE AND SAFETY.**

**General.** The Contractor shall conduct all operations in a manner that will cause no interference with airplane traffic or normal operation of the Airport. In all operations the Contractor shall be governed by the regulations and rules of the Department of Airports and shall cooperate fully with the Director of Maintenance and Airport Manager.

**PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS:**

The Contractor shall conduct the operations in a manner that avoids injury or damage to adjacent property and improvements. Buildings, trees, shrubbery, pole lines, fences, guard rails, guide posts, culvert and project markers, signs, structures, and other objects on or adjacent to the work site, that are not designated for removal, shall be protected from injury or damage. When ordered by the Executive Director, the Contractor shall provide and install suitable safeguards to protect any object from injury or damage.

The Contractor shall protect existing and pavement edges against damage or marking from equipment with steel tracks and from equipment loaded in excess of the strength of the pavement or pavement edge. Areas and routes used by the Contractor or Subcontractors shall be restored to their original condition by the Contractor before final acceptance of the Work. The fact that any improvement or facility is not indicated in the specifications shall not relieve the Contractor of the responsibility to ascertain the existence of any structure that may be subject to damage by its operations. The Contractor shall pay for and satisfactorily repair damage to any object which may be damaged as a result of the operations or negligence of the Contractor or Subcontractors. If it becomes necessary for the City to repair such damage, the Contractor shall be billed for and shall pay the actual cost to the City, for labor and materials plus fifteen percent (15%) administrative costs.

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### **CONTRACT BONDS**

The subsection 2-4 as it appears in the Standard Specifications for Public Works Construction "Greenbook" shall apply under the contract, except that the Executive Director shall act in the place of the Board, the Labor and Materials Bond/Payment Bond shall be for one hundred percent (100%) of the contract price, and that the following shall be added:

The Contractor shall arrange to have the Faithful Performance Bond/Contractor's Bond remain in full effect for one (1) year after acceptance of the Work by the Executive Director. This shall be done as a guarantee that the Contractor shall satisfactorily correct any deficiencies in materials or workmanship of which the Department notifies the Contractor within that year.

### **CONTRACTOR'S GUARANTEE**

The Contractor shall guarantee all of its work, all work of its Subcontractor, and all material furnished, for a period of one (1) year after the date of final acceptance of the Work. Neither the final acceptance nor the final payment nor any provision in the contact documents shall relieve Contractor of responsibility for faulty material or quality of work. The Contractor shall have the Faithful Performance bond remain in full effect for one (1) year after final acceptance. The Engineer shall give notice of observed defects to the Contractor with reasonable promptness. Contractor shall remedy the defects and pay for any damage to other work resulting therefrom which appears within one (1) year after final acceptance. Whenever applicable, equipment furnished shall bear the Underwriter's Label.

### **CONTRACTOR'S PROBLEM LOG:**

If services and/or delivery fall below an acceptable level, as determined by the Project Manager, (Supv. Timothy Gulla or his designated representative), the Project Manager shall notify the contractor in writing of the problems. This notification shall be in the form of a "Notice to Correct Unacceptable Service". The contractor shall respond in writing to the Project Manager, indicating what steps are being taken to correct the unacceptable service. If the unacceptable service is not corrected after the contractor receives the "Notice to Correct Unacceptable Service," payment may be withheld by the City until corrections are made. If unacceptable service continues after the contractor receives the "Notice to Correct Unacceptable Service" or if the contractor receives three or more such notices, the City may cancel the contract that results from the bid upon giving the contractor a thirty (30) day written notice.

### **DELIVERY COSTS:**

Prices quoted shall include all delivery and unloading charges to the City of Los Angeles, Department of Airports, at various airports, Los Angeles International Airport (LAX) at CA 90045; Van Nuys Municipal Airport at CA 91406; Ontario Airport at CA 91761. Bidder/contractor owns equipment/goods in transit and files any claim with shipper/manufacturer for any loss or damage.

### **ESTIMATED EXPENDITURE:**

Total expenditures under this contract are estimated to be \$786,000. No guarantee can be given that this total will be reached or that it will not be exceeded. Contractor agrees to provide the whatever amount of service is required at the unit bid prices quoted in accordance with actual requirements throughout the contract period.

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**GENERAL CONDITIONS:**

The request for bid is subject to the attached "General Conditions"

**INVOICE INSTRUCTIONS:**

The request for bid is subject to the attached "Invoice Instructions"

**PAYMENT TERMS:**

Payment terms are Net 30 days, unless bidder grants the City a discount in the blank spaces after "Payment terms" on the bid signature section of the front page. These terms are considered for net bid award, for payment required by bidder within 25 days, minimum!

**PRICE ADJUSTMENT FOR LABOR:**

Any price adjustment at the start of the second and third year, must be documented in writing by corresponding increase(s) in contractor's cost(s), in the form of copy of supplier's invoices, commodity index or chart, etc. and requested to and approved by the Procurement Services Division. Contractor must refer to the contract number, when submitting its written request for price increase to Procurement Services Division, at 7301 World Way West, 4<sup>th</sup> floor, Los Angeles, CA 90045. No price increase will be granted without prior approval of the Purchasing Services Division. Price reductions may be issued at any time.

**REFERENCES:**

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

1. Company Name: City of Long Beach  
Address: 2600 Temple Ave Long Beach, CA 90802  
Phone Number: (562) 570-5457 Email Address frank.neely@longbeach.gov  
Contact Person: Frank Neely  
Project Date and Description 1/2001 - Fuel Management System
2. Company Name: City of Portland  
Address: 2835 North Kerby, Portland, OR 97227  
Phone Number: (503) 823-4302 Email Address john.hunt@portlandoregon.gov  
Contact Person: John Hunt  
Project Date and Description 2006 - Fuel Management System
3. Company Name: City of Troy  
Address: 4693 Rochester Road Troy, MI 48085  
Phone Number: (248) 524-3390 Email Address lameratosp@troymi.gov  
Contact Person: Sam Lamerato  
Project Date and Description 2/2003 - Fuel Management System

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**RIGHT TO REJECT BIDS:**

The City reserves the right to reject any and all bids; to waive any informality in such bids; to advertise for new bids; or to otherwise proceed to fulfill the City's needs.

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

The City reserves the right to reject a bid/proposal from any company, business, corporation, or individual who is indebted to the City.

**LOCAL BUSINESS PREFERENCE PROGRAM (LBPP): CERTIFIED LBE by the City of LA?**  
 Yes  No

If you checked yes please provide your BAVN Company ID Number here: \_\_\_\_\_

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

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

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

**TABULATION OF BID RESULTS**

Bid results shall be tabulated, usually within one week of the due date of the bid, and available for public inspection at the counter of the Procurement Services Division, at **7301 World Way West, 4<sup>th</sup> floor**, Los Angeles, CA 90045. **Bid results will not be communicated over the telephone or by fax.**

Bidders, wishing to obtain bid results, may either:

- attend the public bids opening or
- submit with the bid response a written request referencing the bid number and a self-addressed stamped envelope or
- check the web site [www.labavn.org](http://www.labavn.org). If this is the first time, click on Free Registration and register, upon receiving emailed confirmation of registration, log-in name and password.

To access the bid response(s) tabulation, follow these steps:

Be sure to log on with your LOG ON NAME and PASSWORD.

- The next screen is the BAVN logo and "Search for all Opportunities" below it, click on it.
- The next screen is "Search for Opportunities".

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- In the "Status" field, select "Closed"
- In the "Department" field, select "Los Angeles World Airports".
- In the "Category" field, select "All"
- In the "Contract Type" field, select "Request for Bids"
- In the "Interest (NAICS Code)" field, select "All"
- In the "Contract Tracking Number" field, enter the bid number, in the format 111-XXX for formal bids or L1000000 for fax-email bids.
- Click below the tab "Search Opportunities".
- On the next screen "Currently Open", under the "Opportunity" column, identify the bid in question and click on its description.
- On the next screen, bottom area, under "Scope of Work Documents", click on "Bid Recap.pdf".
- The next and final screen is the tabulation of response.

**TERMINATION OF CONTRACT:**

**FOR CONVENIENCE:**

LAWA may terminate this Contract without cause and without liability for damages, upon giving the Contractor a thirty (30) day advance written notice or as otherwise provided herein.

**FOR CAUSE:**

LAWA may terminate this Contract for cause and without liability for damages as follows:

- A. In the event Contractor fails to abide by the terms, covenants and conditions of this Contract, LAWA shall give Contractor written notice to correct the defect or default and, if the same is not corrected, or substantial steps are not taken toward accomplishing such correction, within ten (10) days after LAWA's mailing such notification, LAWA may terminate this Contract forthwith upon giving Contractor a ten (10) day written notice. LAWA shall be the sole judge of the Contractor's contract performance.
- B. Unscrupulous or illegal conduct by the Contractor or its agents(s) affecting LAWA shall be grounds for immediate and unconditional termination of the contract, with or without further notice. LAWA shall be the sole judge of the Contractor's conduct and the effect of that conduct on LAWA.

Upon notice (written or otherwise) to the Contractor of LAWA's decision to terminate the contract, the Contractor shall be responsible to immediately and forthwith surrender to LAWA, all LAWA property; including items of authority (badges, permits, etc., issued by LAWA) that are in the possession, custody, and care of the Contractor and/or its agent(s).

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**ADDING ITEM, PRODUCT, BRAND, COMMODITY OR SERVICE OR COMBINATION OF THE SAME TO THE CONTRACT**

Should LAWA have a need for an item, product, brand, commodity or service or a combination of the same, that could not be anticipated at the time of drafting the specification or scope of work for the bid, but is related to the performance of the contract, bidder/contractor understands and agrees to source the item, product, commodity or research the cost of the service in question and submit in writing a fixed price quotation, total lump sum quotation, fixed discount/mark up from/over price list/invoice to the LAWA contract manager. LAWA reserves the right to accept the offer, reject the offer and obtain the item, product, brand, commodity or service or a combination of the same by other means. Accepted contractor offer including background documentation will become part of the contract. Price adjustment provision in the bid shall apply to any item, product, brand, commodity or service or a combination of the same added to the contract.

**Note to Bidder:**

**Any communication regarding this Request for Bid must be addressed by e-mail to Procurement Analyst [Rperez@lawa.org](mailto:Rperez@lawa.org)**

**ADMINISTRATIVE REQUIREMENTS:**

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

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**CONTRACT SPECIFICATION  
AUTOMOTIVE FUEL AUTOMATION EQUIPMENT & MAINTENANCE**

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**Scope**

A) These specifications are for the upgrade, installation and purchase of Automotive Fuel Automation Equipment, maintenance, sub-components, supplies and software as listed herein for Los Angeles World Airports (LAWA) Maintenance Services Division. LAWA seeks to purchase a fuel automation system that will integrate existing EJ Ward hardware and allow scalable data retrieval and reporting through a system network. The system shall interface with CCG Systems, Inc., Faster Fleet Management System. The system shall also have the capability for future integration with Maximo Management Software.

This system must be compatible with the City of Los Angeles fuel management system.

B) The fuel dispensing automation management system will provide global positioning (GPS) data and reporting.

C) In addition to purchasing parts, LAWA will require labor services to be performed within the scope of non warranty repair services and installation of equipment. Labor rate information for this type of services will be required to be disclosed in the Work Sheet Section.

D) The scope of work will include various fuel distribution sites throughout three airports and will include gasoline, diesel, compressed natural gas (CNG) and liquid propane gas (LPG) pumping stations as designated by LAWA. A site tour is planned to identify these stations.

E) A Pre-Installation Meeting will be scheduled prior to system installation. The contractor will meet with LAWA and provide a system presentation and implementation plan. The plan will include deliverable elements and performance with respect to system reporting capabilities.



**Article II. General Specification Provision**

A) The part numbers and items listed in the Work Sheets represent only a portion of the actual items that may be required. Pricing for additional parts, components and communication equipment and materials shall be based on discount rate offered to LAWA on each Brand.

B) Substitute products of other brands and manufacturers will only be considered if the bidder/contractor can establish that the substitute is of equal or better quality and capable of integrating with existing EJ Ward equipment and integrated system software and network. Original Equipment Manufacturer (OEM) brands are E.J.Ward Inc. This manufacturer has established a quality track record and is configured to upload data into LAWA fleet management software.

C) It shall be the responsibility of the Bidder/contractor to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data will be considered valid justification for rejection of bid.

**Article III. Warranty / Defective items**

A) All parts and components purchased by LAWA must have at least twenty-four (24) month warranty period. Within the warranty period, any failed part or component will be replaced with a new and similar item without any cost to LAWA. The warranty period begins when the part or component is placed into use.

B) The bidder/contractor agrees to replace free of charge all defective items delivered under this contract. The bidder/contractor shall pay all transportation charges covering return replacement and installation of these items.

**Article IV. Obsolescence Protection**

A) Parts supplied by the bidder/contractor, which become obsolete, shall be accepted for return and credited to LAWA's account. The price credited shall be the same as the price paid for the material. LAWA management shall have the sole authority when determining what parts are obsolete.

**Article V. Care and Custody**

A) The bidder/contractor accepts full responsibility for the security against loss or damage to the equipment involved while in their possession or in the possession of their agents. Bidder/contractor shall reimburse LAWA for any loss or damage to LAWA equipment in their care or custody.

**Article VI. Delivery of Material and Services Requirements**

A) When the bidder/contractor is notified that a Priority Order is placed, all priority orders shall be delivered within one (1) working day.

The bidder/contractor will deliver orders placed by LAWA to either:  
LAX -7409 World Way West, Los Angeles Ca. 90045.  
ONT- 2132 East Avion Street, Ontario, Ca. 91761.  
VNY - 16813 Stagg Street, Van Nuys, Ca. 91406.

LAWA has the discretion to pick up parts at any time on an as needed basis.

B) Non-Stock or Backordered Items; In the event the bidder/contractor needs to obtain material from outside of its inventory system or warehouse, or in the event the bidder/contractor is out of stock or the said items are on backorder, bidder/contractor shall promptly notify LAWA's Fleet Maintenance Storekeepers and provide an estimated time of arrival (ETA) for the goods.

Bidder/contractor shall not be held to the delivery terms for said items as in Delivery Requirement section paragraph B. However, the bidder/contractor agent must demonstrate good faith effort to obtain the goods in a timely manner.

C) Bidder/contractor shall provide all applicable systems revision updates developed during the term of this contract at no additional cost to LAWA.

D) Bidder/contractor will need to provide On-Line support to LAWA's Information & Technology Group (ITG) and Fleet Maintenance, including providing remote access to troubleshoot operational issues. Work with LAWA vendors to be able to import and or export fuel data from both a fleet maintenance software system and from outside fuel providers such as "Clean Energy".

E) Bidder/contractor shall provide and ensure emergency service within four (4) hours of notification by LAWA personnel, including weekends and holidays between the hours of 7:00 am to 4:00 pm. and within (6) hours between the hours of 4:01 pm and 6:59 am. Include your telephone number to be used by LAWA for notification of emergency service required:

F) Bidder/contractor is responsible for all work done under this agreement, whether by its personnel or its subcontractors.

G) Contact Number: 1.800.580.WARD

#### Article VII. Training

LAWA will need up to date training on this software and equipment and the bidder/contractor must provide it. This training can be supplied by the bidder/contractor directly or subcontracted in order to properly train LAWA technicians to safely maintain its equipment. This training shall be invoiced at the rate of incidental repair labor.

#### Article VIII. Price Sheets/Lists

It is the responsibility of the bidder/contractor to ensure that LAWA has current price lists on file. Bidder/contractor will be required to furnish three (3) copies of all the price lists with their bid response for the purpose of price contract compliance. It is highly desired that these catalogs and price lists be in an electronic media (Website, DVD or CD-ROM). Hard copies may be provided if the contractor does not have these lists in an electronic format. Request for quotation specifications, requirements, terms and conditions shall supersede and take

precedence over any conflicting conditions in manufactures price list.

. Labor rate shall be applied to the labor rate charged to non-warranty repairs.

Updated user manuals and training materials will be provided as needed and at a minimum of once per year to LAWA IT and management. These materials will not be invoiced.

## General Conditions

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

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

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

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

**BRAND NAMES AND SPECIFICATIONS.** Unless otherwise stated the detailed specification and/or brand name references are descriptive and indicate quality, design, and construction of items required. Offer to supply articles substantially the same as those described herein will be considered regardless of minor variation(s) from the listed specifications, or specifications of the articles described by brand name.

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

**SPECIFICATION CHANGES.** If provisions of the Specifications restrict bidder from bidding, he or she may request in writing that the specifications be modified. Such request must be received by the Purchasing Manager at least five (5) working days before bid opening date. All bidders will be notified by Addendum of any approved changes in the specifications.

**CITY HELD HARMLESS.** To the fullest extent permitted by law, Contractor/Supplier shall defend, indemnify and keep and hold City, including its Board of Airport Commissioners, and City's officers, agents and employees, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone (including Contractor/Supplier) by reason of injury to or death of persons (including Contractor/Supplier and/or its employees), or damage to or destruction of property (including property of Contractor/Supplier) as a result of the acts or omissions of Contractor/Supplier, its agents, servants, employees or invitees or relating to acts or events pertaining to or arising from or out of the Contract, whether or not contributed to by any act or omission of City or any of the City's Boards, officers, agents or employees. City shall endeavor to give notice of such claims. In the event the "Administrative Requirements" includes a "Hold Harmless" clause, this "City Held Harmless" clause shall be replaced and superseded by the Hold Harmless clause set forth in the Administrative Requirements. In the event the signed contract includes a "Hold Harmless" clause, the signed contract's "Hold Harmless" clause shall replace and supersede all other Hold Harmless clauses.

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

**DEFAULT BY SUPPLIER.** In case of default by supplier, the City reserves the right to procure the articles or services from other

sources and to hold the supplier responsible for any excess costs occasioned the City thereby.

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

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

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

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

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

**BID PROTEST.** Any bid protest must be submitted in writing and postmarked within fourteen (14) calendar days after the date of bid opening. The day after bid opening shall be considered as day one. Any bid protest must be submitted in writing to: Office of the City Attorney, Airport Division, One World Way, P.O. Box 92216, Los Angeles World Airports, Los Angeles, CA 90009-2216, with a copy sent to the LAWA Division issuing the RFB. The protest shall include the following:

- a. The initial protest document must contain a complete statement of the factual and legal basis for the protest.
- b. The protest must refer to the specific portion of the document which forms the basis for the protest.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders.
- e. The Executive Director/Board of Airport Commissioners will issue a decision on the protest. If the Executive Director/Board of Airport Commissioners determines that a protest is frivolous, the protesting party may be determined to be irresponsible and may be determined to be ineligible for future contract award.
- f. The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

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



## NOTICE: IMPORTANT INVOICING REVISIONS

### Los Angeles World Airports

#### Invoice Instructions

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

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

LAX or Van Nuys Airports

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

Ontario International Airport

Los Angeles World Airports  
Attn: ONT Construction & Maintenance  
2132 E. Avion Avenue  
Ontario, CA 91761

2. All invoices must have: 1.) Purchase Order Number; 2.) the LAWA division name; and 3.) the name of the LAWA employee ordering the materials and/or services. Note: LAWA's Purchase Order Number is a ten-digit number that begins with '45'.

Note: Invoices without this information will experience delays in processing.

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

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

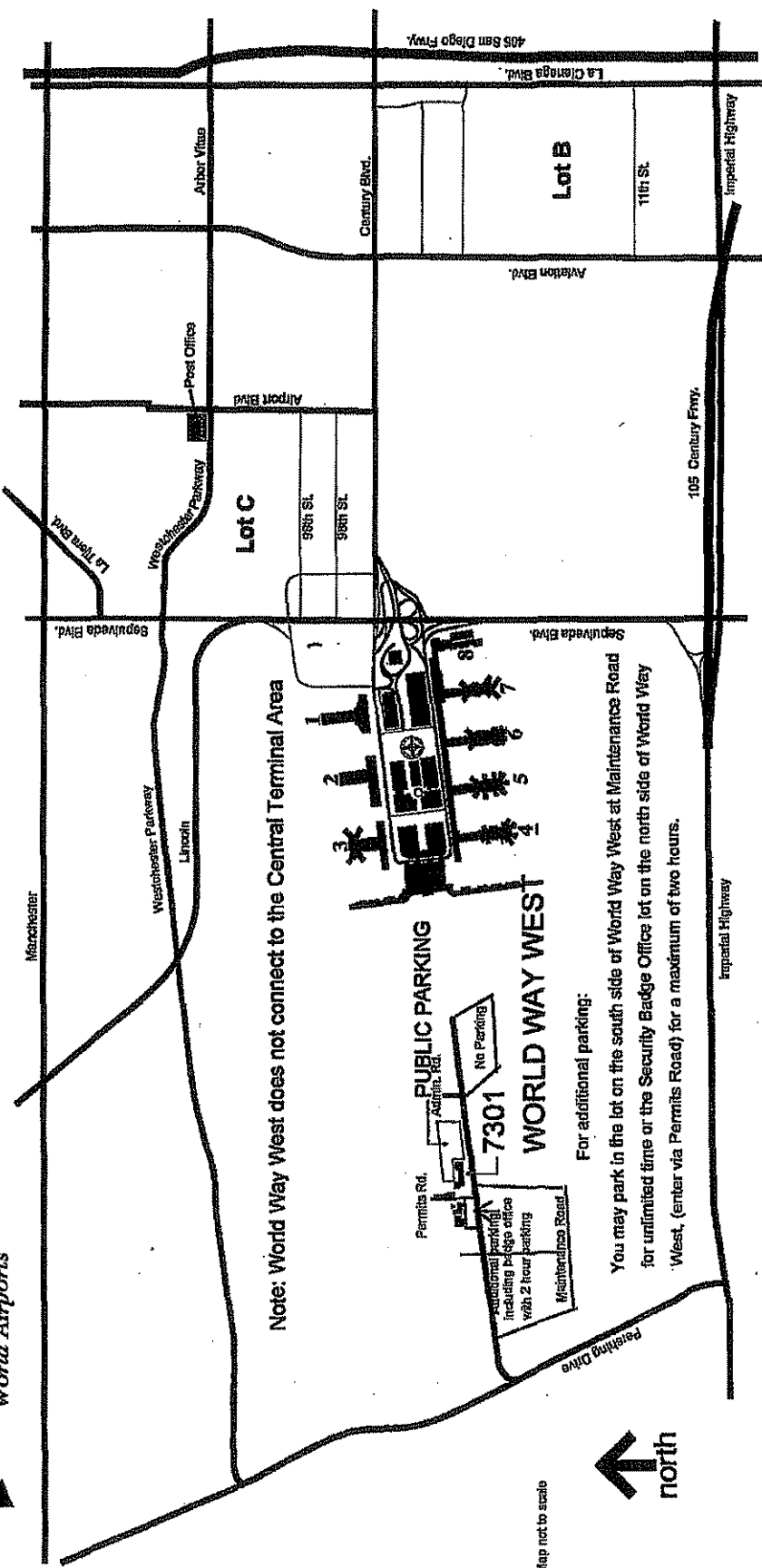
4. **Discounts or payment terms** should be printed on the invoices clearly and accurately. It is LAWA's goal to take all available discounts being offered by the vendors.
5. **Invoices will be processed and discounts will be computed based on the date of goods received or date that the invoice is received, whichever is later.** In cases where the invoice is received, but the vendor has not met all requirements, the date that all requirements have been met by the vendor will be the date to be used for invoice processing and discount computation.

6. Important invoice instructions and requirements:

- **FREIGHT CHARGES:** Freight charges that are authorized in the contract must be invoiced by your company and not the freight company that made the delivery. You must include a copy of the freight bill to substantiate freight charges on your invoice for any freight charge in excess of \$75.
- **TAXES:** Sales taxes must be stated separately on the invoice. Indicate what portion of the charges is applicable to the materials provided.
- **TIME SHEETS:** Time sheets (hours by day for each individual) must be provided for service contracts when required by the contract document.
- **Other documents to support invoice charges**
- **INVOICE CERTIFICATION:** Invoice certification by a company officer (i.e., as stated per contract)
- **CREDIT MEMOS:** The original invoice number must appear on any credit memo.

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

*If you have questions regarding the Invoice Instructions, please contact your LAWA contract manager or the Accounts Payable Main Line at 424-646-7650 (LAX/Van Nuys) or (909) 544-5264 (Ontario).*



Note: World Way West does not connect to the Central Terminal Area

For additional parking:

You may park in the lot on the south side of World Way West at Maintenance Road for unlimited time or the Security Badge Office lot on the north side of World Way West, (enter via Permits Road) for a maximum of two hours.

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

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

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

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

**BIDS**

(Pages LBPP-1 through LBPP-5)

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

**Effective July 1, 2012**

Local Business Prime	8%
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Or

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

**A. General**

This program is subject to the policies and requirements established by the Board of Airport Commissioners (BOAC). LAWA established the LBPP as part of its commitment to help local businesses participation in LAWA contracts. The LBPP seeks to leverage funds expended under contracts to stimulate local business activities, encourage businesses to set up operations locally, and to augment local job creation efforts. It will also lay a foundation for a sustainable local economic development by promoting the creation, expansion, and retention of local businesses. LAWA shall opt out when the contract is funded by a grant or is federally-funded and funding regulations prohibit the funding recipient from implementing the LBPP on the resulting contract. Secondly, LAWA can opt out of the program when full and open competition is limited because of a sole source vendor, provider, or supplier. Failure to comply shall result in investigations by the Bureau of Contract Administration/ Office of Contract Compliance (BCA/OCC) in its role as the Designated Administrative Agency. However, LAWA is entitled to determine at anytime that it is not in LAWA's best interest to grant a Bid preference to a qualifying Local Business, Local Subcontractor, or Provisionally Qualified Local Business.

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

To be eligible for participation in this program, LAWA requires that the prospective local business submit an affidavit attesting as such on the Los Angeles Business Assistance Virtual Network (LABAVN) website. An affidavit form is attached and is also available to be downloaded on the LABAVN website at <http://www.labavn.org>. Determination of qualification as a local business by any other entities, other than BCA/OCC, or by any other means other than submission of an affidavit on LABAVN shall not be accepted for purposes of participation in the LBPP. Affidavit forms are prioritized according to the date they are received. The local business must be listed on LABAVN as such prior to the bid due date in order to participate in the LBPP. In cases where the affidavit was submitted prior to the proposal deadline but has not been verified by BCA/OCC and the local business designation would result in a change of award recommendation, status as a local business will be based on the date it was submitted.

**C. Definitions**

1. "Contract" means a written agreement involving consideration in excess of \$150,000.00 for the purchase of goods, equipment or services, including construction, by or for the benefit of LAWA.
2. "Contractor" means the person, business or entity awarded the Contract by LAWA.
3. "Bid Price" means the dollar amount after the bidder's quoted price is adjusted for evaluation in accordance with applicable provisions. For procurement contracts, this may include, but not be limited to Cash Discount, or Combined Award Discount.
4. "Cash Discount" means a reduction in the full cost of a good or service when payment is made within a specified period of time: e.g. 2% 10 net 30.
5. "Combined Award Discounts" (CAD) means the discount terms offered by a supplier and are usually expressed in percentages taken directly from the pricing totals of the bidders



offering such a discount. CADs are applicable if the specification or bidding document includes the CAD provision clause, it is applicable to more than one item or more than one group of items, and if the items included for CAD purposes are not cherry picked from a predefined group of items as set forth by the specifications or bid document.

6. "Local Business" means a business entity that is in compliance with all applicable City or county licensing and tax laws, and can demonstrate one of the following: (1) it is headquartered in the County and physically conducts and manages all of its operations from a location in the County; (2) that at least 50 of its full-time employees perform work within the boundaries of the County at least 60 percent of their total regular hours worked on an annual basis; or (3) that at least half of the full-time employees (50%) of the business work within the boundaries of the County at a minimum of 60 percent of their total, regular hours worked on an annual basis.
  - (a) A business entity with multiple locations within the County can aggregate 50 of its full-time employees working at least 60% of their regular hours from its different locations within the County to qualify as a Local Business.
  - (b) A business entity awarded a LAWA contract under the LBPP must carry out the services of the contract using employees whose exclusive, primary working location is in Los Angeles County.
7. "Local Subcontractor" means a contractor that meets the same qualification as a local business.
8. "Provisionally Qualified Local Business" means a business entity that is yet to establish operations within the County, and does not immediately qualify as a local business under the Los Angeles Administrative Code. However, the business is provisionally qualified as a local business because it is undertaking imminent steps to qualify as a local business as defined by Article 21, Section 10.47.3. No later than 60 days after the date on which the Contract with LAWA is awarded, but prior to execution of the contract, the Provisionally Qualified Local Business must become a qualified Local Business.

**D. Local Business Preference Program Participation Recognition**

1. Qualifying contractors who participate in the LBPP by qualifying as a local business will receive an 8% preference credit to their bid in excess of \$150,000.00 or bids in excess of \$1,000,000.00 if a Provisionally Qualified Local Business.
2. Qualifying contractors who participate in the LBPP but do not qualify as a local business, but however are qualified because they identify a qualified local subcontractor to perform the work under the contract will receive up to a 5% preference credit to their bids.
  - (a) LAWA shall provide a 1% preference, up to a maximum of 5%, to the proposal price for every 10% of the cost of the proposed work to be performed by the local subcontractor. This rule applies to a local subcontractor or local subcontractors; provided that the work performed is of a commercially useful purpose in execution of the contract and/or performed in the subcontractor's normal course of business. The work performed and all costs of each local subcontractor or subcontractors should be clearly specified in the proposal.
3. Preferences shall only be awarded to a Local Business or Local Subcontractor when the services provided under the contract are directly provided by its employees whose

primary work location is in Los Angeles. Preferences shall only be awarded for equipment, goods or materials when the Local Business or Local Subcontractor acts as a supplier or dealer (not less than two thirds of the time), or designs, manufactures, or assembles the equipment, goods or materials (not less than two thirds of the time), at a business location in the City.

4. A Provisionally Qualified Local Business who participates in the LBPP by qualifying as a local business will receive an 8% preference credit to its bids, as long as the proposed contract between the business and LAWA involves consideration no less than \$1,000,000.00 and has duration of no less than three (3) years.

(a) To participate in the program a proposed Provisionally Qualified Local Business must download and complete a Provisionally Qualified Local Business affidavit form at [http://bca.lacity.org/sites/pdf/general/PQLBP\\_Affidavit.pdf](http://bca.lacity.org/sites/pdf/general/PQLBP_Affidavit.pdf) which it shall attach and submit with its bid documents to LAWA.

5. A Provisionally Qualified Local Business shall lose its status as such when it fails to fully comply as a local business within 60 days after the date on which the Contract with LAWA is awarded. LAWA shall notify the Provisionally Qualified Local Business thirty (30) days to the anniversary of the second month notifying the business that it comply as a local business or contract award will be rescinded. Loss of status as a Provisionally Qualified Local Business is permanent; closure forbids a business from qualifying as a Provisionally Qualified Local Business in the future for purposes of bidding on LAWA Contracts.
6. Once a Provisionally Qualified Local Business is notified by LAWA of its intent to award a contract, the Provisionally Qualified Local Business shall submit all of the following; (1) an enforceable, contractual right to occupy commercial space within the County, which shall commence no later than 60 days after the date of the execution of the contract; (2) a business plan on its ability to become a Local business; (3) any other sufficient documentation required by LAWA.

All required supporting documentation/ evidence demonstrating qualification as a Provisionally Qualified Local Business must be submitted to LAWA within 30 days of request.

(a) If LAWA is satisfied with documentation submitted by the Provisionally Qualified Local Business, and it determines that it shall award the business the contract, LAWA prior to the execution of the contract shall send BCA a memo stating that the business was able to demonstrate that it qualifies as a Provisionally Qualified Local Business, the memo shall also list the documents received by LAWA, and recommend that BCA determine the business to be a Provisionally Qualified Local Business.

7. The maximum preference for all qualifying local businesses, local subcontractor(s), and provisionally qualified local businesses shall not exceed \$1,000,000.00 for any bid.
8. A bid preference does not reduce the contract amount.
9. In the event where a certified Local business bids on a LAWA contract, and is determined by LAWA after the bid deadline to not qualify as a Local Business, the business will be eligible for a Local Subcontractor Preference of up to 5 percent, if it has

identified a qualifying Local Subcontractor(s) to perform work under the contract.

- a. The above exemption shall only apply where the non-compliance is an error or mistake. It shall not apply to a business that intentionally or fraudulently claims to be a Local Business through misleading or false statements.
  - b. It is the responsibility of the business registered on LABAVN as a certified Local Business to inform BCA via email at [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org), that it no longer meets the certification criteria within seven days of the change. Failure to do so shall be construed as a misleading and/or false statement.
10. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Business no longer qualifies as a Local Business for more than 60 days during the entire time of the Contract, LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
  11. Upon receipt of information believed by LAWA to be reliable and which indicates that the Local Subcontractor (s) no longer qualifies as a Local Business, providing the basis for a Local Subcontractor Preference and the Prime Contractor fails to replace the Subcontractor (s) with another Local Subcontractor (s) within 60 days of notification by LAWA. LAWA shall withhold or recover funds from the Contractor in an amount that represents the value of the bid preference.
  12. In the event that investigations reveal that a business fraudulently represents itself as a Local Business for the purpose of gaining a preference under the LBPP, the business shall lose its status as such for up to five years. This will also apply to any business that has received a preference, but failed to maintain its Local Business qualification for a cumulative of 60 days during the entire time of the contract.

#### **E. Complaints and Protests**

1. All complaints and/or protests regarding qualifying local businesses, provisionally qualified local businesses, and local subcontractors claiming non-compliance by LAWA or its failure to maintain certification criteria, shall be made to the BCA/OCC either in writing or by email for further investigations. Complaints must be accompanied by documentation which substantiates complainant's allegations.
2. Any complaints that meet the criteria of No. 1 shall be investigated by BCA, OCC in its role as the Designated Administrative Agency.

Submit complaints to:

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

**By Email**                      **[bca.bjphelp@lacity.org](mailto:bca.bjphelp@lacity.org)**

THIS FORM MUST BE OBTAINED FROM  
WEBSITE TO BECOME ELIGIBLE



AND UPLOADED TO THE WWW.LABAVN.ORG  
DO NOT SUBMIT THIS FORM WITH YOUR BID.

**LOCAL BUSINESS CERTIFICATION  
AFFIDAVIT OF ELIGIBILITY**

Name of Firm \_\_\_\_\_ BAVN Company ID Number \_\_\_\_\_

Business Address \_\_\_\_\_ NOT APPLICABLE SINCE E.J. WARD DOES NOT QUALIFY

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

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

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

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

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

SIGNATURE \_\_\_\_\_ Title \_\_\_\_\_

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

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

To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #181910 certification criteria and complete an Affidavit of Eligibility every two (2) years. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

<sup>1</sup> Knowingly and willfully providing false information is a violation of the City Ordinance #181910 and could subject you to fines, contract termination or debarment from transacting business with the City. Business owners claiming eligibility to the Local Business Preference Program criteria must sign this affidavit.

# **Administrative Requirements**

## Administrative Requirements

Forms and explanatory documents for each of the following administrative requirements are identified below and are included in the respective sections of this package. Also included, as the final section, is a checklist to assist your proper completion of the required forms prior to bid/proposal submittal. This checklist should be used by Bidders/Proposer to prepare an Administrative Requirements Packet, which must include original, signed documents, and submitted with your bid/proposal. This Packet should be bound separately from other parts of your bid/proposal and clearly labeled "Administrative Requirements Packet". Additional copies of the Packet are not required to be submitted.

The following administrative requirements may reference the Los Angeles City Charter (LACC), Los Angeles Municipal Code (LAMC), or Los Angeles Administrative Code (LAAC).

For further information or assistance regarding all administrative requirements, contact:

Los Angeles World Airports  
Procurement Services Division  
P O Box 92216  
Los Angeles, CA 90009,2216  
Phone: (424) 646-5380  
Fax: (424) 646-9262  
E-mail: [ProcurementRequirements@lawa.org](mailto:ProcurementRequirements@lawa.org)  
Internet: [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities  
-> Administrative Requirements

### 1. VENDOR IDENTIFICATION FORM

The Vendor ID form requires general information about a bidder/proposer's business as well as the Seller's Permit and the Business Tax Registration Certificate (BTRC) numbers, Payment Terms, Equal Employment Opportunity Officer contact information, and data on the firm's City of Los Angeles contracts (if applicable).

- **Seller's Permit Number**

The Seller's Permit Number is required if the vendor is engaged in business in California; intends to sell or lease tangible personal property that would ordinarily be subject to sales tax if sold at retail; will make sales for a temporary period, normally lasting no longer than 30 days at one or more locations. The enforcing agency for this requirement is the Board of Equalization, the Sales and Use Tax Department. Additional information regarding this requirement can be found at <http://www.boe.ca.gov/sutax/sutoprograms.htm>.

- **Payment terms**

Payment terms represent LAWA's conditions under which the vendor will be reimbursed for his/her services or sold goods. Typically, these terms specify the period allowed to a buyer to pay off the amount due, and may demand cash in advance, cash on delivery, deferred payment period of 30 days or more, etc. Please refer to [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> LAWA Payment Terms to determine the applicable code.

- **Business Tax Registration Certificate**

Pursuant to the LAMC, Chapter 2, Article 1, Section 21.03, persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. Businesses, including vendors, subject to this tax are issued a Business Tax Registration Certificate (BTRC) or a Vendor Registration Number (VRN).

Information regarding this requirement may be obtained at Office of Finance, Tax & Permit Division, 200 N. Spring St., Room 101, Los Angeles, CA 90012, Phone: (213) 473-5801, Web: <http://www.lacity.org/finance/>.

- **List of Other City of Los Angeles Contracts (during previous ten years)**

Pursuant to City of Los Angeles Resolution No. 56 (Council File #98-1331) adopted by Los Angeles City Council on July 21, 1998, Bidders/Proposers must submit a list of all City of Los Angeles contracts held within the last ten (10) years.

For additional information regarding all LAWA administrative requirements, please contact Procurement Services at (424) 646-5380 or visit our website at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements.

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

Pursuant to the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, each bid/proposal must include the attached affidavit of the Bidder/Proposer that the bid/proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the Bidder/Proposer has not directly or indirectly induced or solicited any other Bidder/Proposer to submit a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder/Proposer has not sought by collusion to secure for himself/herself an advantage over any other Bidder/Proposer.

Bidders/Proposers must complete, notarize, and submit the attached "Affidavit to Accompany Proposals or Bids" with the bid/proposal.

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

### **Attachment:**

- Affidavit to Accompany Proposals or Bids

## **3. AFFIRMATIVE ACTION**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Sections 10.8. et seq. and the Board of Airport Commissioners Resolution No. 23772, it is the policy of the City of Los Angeles to require each person or entity contracting for goods or services to comply with the Non-discrimination, Equal Employment Practices, and Affirmative Action Program provisions of the City of Los Angeles.

All Bidders/Proposers must agree to adhere to the Non-Discrimination provision, designate an Equal Employment Opportunity Officer and provide his/her contact info in the Vendor Identification Form enclosed in this administrative requirements package.

Attachment:

- Non-discrimination, Equal Employment Practices, and Affirmative Action Program Provisions

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

It is the policy of Los Angeles World Airports ("LAWA") to inform each Bidder/Proposer that in submitting a bid/proposal to LAWA, the Bidder/Proposer may be subject to California Government Code Sections 4550 - 4554. If applicable, the Bidder/Proposer offers and agrees that if the bid is accepted, it will assign to LAWA all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from purchases of goods, services, or materials by the Bidder/Proposer. Such assignment is made and becomes effective at the time LAWA tenders final payment to the Bidder/Proposer.

Attachment:

- California Government Code Section 4550-4554

#### **5. BID/PROPOSAL BOND**

Pursuant to the LACC, Section 371, and the LAAC, Division 10, Chapter 1, Article 2, Section 10.15, it is the policy of the City of Los Angeles to require that every bid/proposal be accompanied by either (a) a check certified by a responsible bank in the City of Los Angeles; (b) a cashier's check issued by a responsible bank; (c) a corporate surety bond of a responsible surety company for an amount not less than ten percent (10%) of the amount bid, payable to the order of the City of Los Angeles, Department of Airports, as a guarantee that the bidder will enter into the proposed contract and furnish the required bonds.

If submitting a bond, Bidder/Proposers are required to use the attached Bid Bond form.

**Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

Attachments:

- Instructions for Bid/Proposal Bond Form
- Bid Bond



## **6. BIDDER CONTRIBUTIONS CEC FORM 55 (CONTRACT BIDDER CAMPAIGN CONTRIBUTION AND FUNDRAISING RESTRICTIONS)**

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

Bidders/Proposers/Respondents must submit CEC Form 55 (attached) to LAWA with their bid/proposal/Statement of Qualifications. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders/Proposers/Respondents must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders/Proposers/Respondents who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

Additional information regarding this requirement may be obtained at:

200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]  
ethics.commission@lacity.org  
Web: <http://ethics.lacity.org>

### **Attachment:**

- Los Angeles City Ethics Commission Special Bulletin, available at [http://ethics.lacity.org/pdf/pressrelease/press\\_042511\\_New\\_Charter\\_Amend\\_Limits\\_Bidder\\_Bulletin.pdf](http://ethics.lacity.org/pdf/pressrelease/press_042511_New_Charter_Amend_Limits_Bidder_Bulletin.pdf)

## **7. CHILD SUPPORT OBLIGATIONS**

Pursuant to the LAAC, Division 10, Chapter 1, Article 1, Section 10.10 et seq., contractors and subcontractors performing work for the City must comply with all reporting requirements and Wage and Earning Assignment Orders relative to legally mandated child support and certify that contractors/subcontractors will maintain such compliance throughout the term of the contract.

### **Attachment:**

- Child Support Obligations Provisions

## **8. CONTRACTOR RESPONSIBILITY PROGRAM**

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

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

### **Attachments:**

- Contractor Responsibility Program Questionnaire
- Contractor Responsibility Program Pledge of Compliance

## **9. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt in accordance with the provisions of the Equal Benefits Ordinance ("EBO"), Contractor agrees to comply with the applicable provisions of EBO Section 10.8.2.1 of the Code, as amended from time to time. Contractor shall not, in any of its operations within the City of Los Angeles or in other locations owned by City, including Airport, discriminate in the provision of Non-ERISA Benefits (as defined below) between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration.

As used above, the term "Non-ERISA Benefits" (*ERISA - The Employee Retirement Income Security Act of 1974*) shall mean any and all benefits payable through benefit arrangements generally available to Contractor's employees which are neither "employee welfare benefit plans" nor "employee pension benefit plans", as those terms are defined in Sections 3(1) and 3(2) of ERISA.

Required EBO forms and instructions will be provided at a later time to the selected bidder/proposer or can be found at the web address provided below. The selected bidder/proposer must complete and return the EBO Compliance Form, along with any supporting documentation, to LAWA for approval. If the selected bidder/proposer does not currently offer equal benefits to employees with spouses and employees with domestic partners, the selected bidder/proposer must select from one of the following:

- (1) Request additional time to comply with the EBO (complete Provisional Compliance form)

- (2) Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent (complete Reasonable Measures form)
- (3) Comply on a Contract-by-Contract Basis.

The selected bidder/proposer must submit the required forms and documentation within five (5) working days upon receipt of selection notification. Should the selected bidder/proposer fail to submit the required forms and documentation within the time allowed, LAWA maintains the option to cancel the selection and choose the next responsive bidder/proposer.

The selected bidder/proposer must be determined to be in compliance with the EBO before a contract with LAWA may be executed.

For additional information regarding the EBO, as well as forms, ordinances, please contact Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922 or Procurement Services at (424) 846-5380 or visit our website at <http://www.lawa.org> - > About LAWA -> Business Opportunities - > Administrative Requirements.

#### **10. FIRST SOURCE HIRING PROGRAM**

Pursuant to Resolution No. 22674 adopted by Board of Airport Commissioners on April 18, 2005, any contract awarded July 1, 2005 and thereafter shall be subject to the applicable provisions of the First Source Hiring Program (FSHP) for LAX airport jobs. This program will provide early access to targeted applicants for available LAX airport jobs, and employers will receive prompt, cost-free referrals of qualified and trained applicants.

All Contractors, Lessees, Licensees, and Construction Contractors with non-trade jobs, with new, amended, or renewed contracts will be required to participate in this program. As such, the FSHP will be incorporated as a material term of all LAX airport contracts, lease agreements and licensing or permitting agreements.

LAX employers with open non-construction positions must contact the FSHP, register their company and post their positions on the Applicant Tracking System (ATS) prior to posting their positions to the general public.

Failure to comply with this contract provision may result in liquidated damages of \$1,000.00.

For additional information regarding First Source Hiring Program please contact: Business and Job Resources Center, First Source Hiring Program, 6053 W. Century Blvd., 3rd Floor, Los Angeles, CA 90045, (424) 846-7300, (424) 646-9257 fax., web: [www.lawa.org/bjrc](http://www.lawa.org/bjrc).

#### **11. INSURANCE**

Pursuant to LAAC, Division 11, Chapter 2, Article 2, Section 11.47 and the Risk Management Policy (Council File #79-3194-S1) adopted by Los Angeles City Council on March 1, 1991, the City of Los Angeles is to be protected to the maximum extent feasible, against loss or losses which would significantly affect personnel, property, finances, or the ability of the City to continue to fulfill its responsibilities to taxpayers and the public. Consequently, prior to commencing work, the selected Bidder/Proposer must provide evidence of insurance that

conforms to the insurance requirements of the bid/proposal. Insurance requirements which specifically outline the types and amounts of coverage required for this project are explained in detail in the attached language and "Insurance Requirement Sheet".

Successful Bidder/Proposer and their subcontractors must provide acceptable evidence of insurance as explained in the attachments prior to commencing work on the contract. Said acceptable evidence of insurance must remain current throughout the term of the contract and be on file with the Insurance Compliance Unit in order to receive payment under any contract with the City of Los Angeles.

**Attachments:**

- Insurance Requirement Sheet
- Insurance Language
- Frequently Asked Questions

Additional information is available at [www.lawa.org](http://www.lawa.org) -> About LAWA -> Business Opportunities -> Administrative Requirements -> Insurance

## **12. LIVING WAGE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

Compliance with LWO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- Employee Information Form
- Subcontractor Information Form

All the forms as well as the draft contract language pertaining to LWO compliance are available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=596](http://www.lawa.org/welcome_LAWA.aspx?id=596). Please follow the instructions on the forms for completion and submittal. If you have questions about LWO compliance at LAWA, please contact us at 424-646-5380 or [procurementrequirements@lawa.org](mailto:procurementrequirements@lawa.org).

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

### **13. MUNICIPAL LOBBYING ORDINANCE**

Pursuant to the Los Angeles Municipal Code, Section 48.09, all bids/proposals must include a copy of the Municipal Lobbying Ordinance in one of the following formats: on paper, in an electronic format, or through a link to an online version of the ordinance. The City's Municipal Lobbying Ordinance requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

**Failure to submit the Bidder Certification CEC Form 50 with the bid/proposal may render the bid/proposal non-responsive.**

Additional information regarding this requirement may be obtained at:  
200 N. Spring Street  
City Hall, 24th Floor  
Los Angeles, California 90012  
(213) 978-1960  
(213) 978-1988 [Fax]  
[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)  
Web: <http://ethics.lacity.org>

#### **Attachments:**

- Municipal Lobbying Ordinance, available at [http://ethics.lacity.org/PDF/laws/law\\_mlo.pdf](http://ethics.lacity.org/PDF/laws/law_mlo.pdf)
- Bidder Certification CEC Form 50, available at [http://www.lawa.org/welcome\\_LAWA.aspx?id=586](http://www.lawa.org/welcome_LAWA.aspx?id=586).

**CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS  
FIXED BID PRICES VERIFICATION WORKSHEET**

**BIDDER MUST ENTER ITS NAME HERE: E.J. Ward, Inc.**

**IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:**

- This is a computer generated worksheet and should be completed on a computer. For each item, enter your bid price under the column entitled **NET UNIT PRICE**. The worksheet will calculate automatically the **EXTENDED PRICE** and the **TOTAL BID PRICE**. Entering price by hand or typing it is **NOT** recommended and will result in extra verification staff time and cost for our agency.
- Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
- Use this Excel worksheet on the website: [www.laawm.org](http://www.laawm.org). Complete your bid worksheet, save it, print it and submit it with your bid response . Do not email.
- Note: if applicable, bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: **BID PRICES VERIFICATION WORKSHEET**.

Item #	DESCRIPTION	ESTIMATED QUANTITY	NET UNIT PRICE	EXTENDED PRICE
1	CASOFT-W4-E FUEL VIEW 4 ENTERPRISE EDITION INCLUDING IMPLEMENTATION AND TRAINING	1	\$28,000.00	\$28,000.00
	OR EQUAL	1	\$0.00	\$0.00
2	CVR-W4-HD OR LD OR EQUAL	100	\$260.00	\$26,000.00
	OR EQUAL	100	\$0.00	\$0.00
3	W4-WARDTAG OR EQUAL	100	\$40.00	\$4,000.00
	OR EQUAL	100	\$0.00	\$0.00
4	KIT-VIT-SX-ER OR EQUAL	50	\$126.00	\$6,300.00
	OR EQUAL	50	\$0.00	\$0.00
5	PASSIVE- ANT OR EQUAL	50	\$60.00	\$3,000.00
	OR EQUAL	50	\$0.00	\$0.00
6	PASSIVE GPS SOFTWARE, MAINTENANCE, AND INSTALLATION (Vendor Hosted)	50	\$454.40	\$22,720.00
7	PASSIVE GPS ANNUAL CUSTOMER SUPPORT	50	\$70.00	\$3,500.00
8	W4 PROGRAMMER OR EQUAL	4	\$2,000.00	\$8,000.00
	OR EQUAL	4	\$0.00	\$0.00
9	FCT-W4-01-05H OR EQUAL	7	\$7,125.00	\$49,875.00
	OR EQUAL	7	\$0.00	\$0.00
10	COMM RTR 4121 OR EQUAL	4	\$1,800.00	\$7,200.00
	OR EQUAL	4	\$0.00	\$0.00

**CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS  
FIXED BID PRICES VERIFICATION WORKSHEET**

**BIDDER MUST ENTER ITS NAME HERE: E.J. Ward, Inc.**

**IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:**

- This is a computer generated worksheet and should be completed on a computer. For each item, enter your bid price under the column entitled **NET UNIT PRICE**. The worksheet will calculate automatically the **EXTENDED PRICE** and the **TOTAL BID PRICE**. Entering price by hand or typing it is **NOT** recommended and will result in extra verification staff time and cost for our agency.

- Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.

- Use this Excel worksheet on the website: [www.labavn.org](http://www.labavn.org). Complete your bid worksheet, save it, print it and submit it with your bid response. Do not email.

Note: if applicable, bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: **BID PRICES VERIFICATION WORKSHEET**.

Item #	DESCRIPTION	ESTIMATED QUANTITY	NET UNIT PRICE	EXTENDED PRICE
11	KIT-HOSE-KIT	15	\$300.00	\$4,500.00
	OR EQUAL	15	\$0.00	\$0.00
12	CNGKIT-HOSE-KIT	2	\$600.00	\$1,200.00
	OR EQUAL	2	\$0.00	\$0.00
13	TMI-INT	6	\$1,600.00	\$9,600.00
	OR EQUAL	6	\$0.00	\$0.00
14	ADDITION OF TERMINAL FOR MOBILE FUEL TRUCK DISPENSER (BOTH UNLEADED GASOLINE AND DIESEL FUEL)	2	\$8,075.00	\$16,150.00
	OR EQUAL	2	\$0.00	\$0.00
	LABOR	2	\$8,000.00	\$16,000.00
			\$0.00	\$0.00
15	CONTROL TERMINAL FOR CAR WASH AUTHORIZATION	1	\$6,650.00	\$6,650.00
	OR EQUAL	1	\$0.00	\$0.00
16	CAR WASH TERMINAL INSTALLATION, SET UP AND START UP	1	\$2,500.00	\$2,500.00
	LABOR		\$0.00	\$0.00
17	INCIDENTAL STRAIGHT TIME HOURLY LABOR RATE MON-FRI 8:00AM- 5:00 PM	100	\$125.00	\$12,500.00
			\$0.00	\$0.00
18	OVERTIME LABOR RATE MON-FRI 5:01 PM - 7:59 PM	20	\$187.50	\$3,750.00
			\$0.00	\$0.00
19	WEEKEND/HOLIDAY RATE	20	\$187.50	\$3,750.00
			\$0.00	\$0.00
20	ANNUAL MAINTENANCE/SUPPORT PLAN (based on software & 1 FCT)	1	\$449.30	\$449.30

**CITY OF LOS ANGELES  
LOS ANGELES WORLD AIRPORTS  
FIXED BID PRICES VERIFICATION WORKSHEET**

**BIDDER MUST ENTER ITS NAME HERE: E.J. Ward, Inc.**

**IMPORTANT NOTES TO READ BEFORE FILLING THIS WORK SHEET:**

- This is a computer generated worksheet and should be completed on a computer. For each item, enter your bid price under the column entitled **NET UNIT PRICE**. The worksheet will calculate automatically the **EXTENDED PRICE** and the **TOTAL BID PRICE**. Entering price by hand or typing it is **NOT** recommended and will result in extra verification staff time and cost for our agency.
- Enter only one response per item, either in the white row OR in the shaded row. Entering two responses per item will result in an error total of your bid and may render it non responsive.
- Use this Excel worksheet on the website: [www.labavn.org](http://www.labavn.org). Complete your bid worksheet, save it, print it and submit it with your bid response . Do not email.
- Note: If applicable, bidder shall also state Total Bid Price from this Worksheet in the bid section entitled: **BID PRICES VERIFICATION WORKSHEET**.

Item #	DESCRIPTION	ESTIMATED QUANTITY	NET UNIT PRICE	EXTENDED PRICE
21	LABOR ANNUAL MAINTENANCE/SUPPORT PLAN (based on software, 1 FCT & 1 CANceiver)	1	\$469.30	\$469.30
22	LABOR LAX FUEL ISLAND EQUIPMENT INSTALLATION, SET UP AND START UP	1	\$20,625.00	\$20,625.00
23	LABOR ONTARIO FUEL ISLAND EQUIPMENT INSTALLATION, SET UP AND START UP	1	\$7,500.00	\$7,500.00
24	LABOR VAN NUYS FUEL ISLAND EQUIPMENT INSTALLATION, SET UP AND START UP	1	\$5,625.00	\$5,625.00
25	LABOR PER SITE INSTALL VIT CANCEIVER / PER UNIT	1	\$150.00	\$150.00
26	LABOR LABOR PER SERVICE CALL VIT & CANCEIVER /UNIT (Replacement/Repair)	1	\$500.00	\$500.00
27	LABOR LABOR PER SITE PROGRAM & TEST VIT CANCEIVER /UNIT	1	\$125.00	\$125.00
<b>TOTAL:</b>				<b>\$242,638.60</b>



**Checklist**

## Administrative Requirements Checklist

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

### 1. VENDOR IDENTIFICATION FORM

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

### 2. AFFIDAVIT OF NON-COLLUSION

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

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

### 3. BID/PROPOSAL BOND

- Is the "Instructions for Bid/Proposal Bond Form" completed?

Select A, B, or C, as applicable:

#### A. Certified Check

- Is the amount of the certified check at least 10% of the total amount of your bid/proposal?
- Is the certified check attached to the Instructions form and enclosed in the Packet?

#### B. Cashier's Check

- Is the amount of the cashier's check at least 10% of the total amount of your bid/proposal?
- Is the cashier's check attached to the Instructions form and enclosed in the Packet?

#### C. Surety Bond

- Is the amount of the bond at least 10% of the total amount of your bid/proposal?
- Is the bond completed and signed by the surety company?
- If a corporation, is the corporate seal affixed to the bond?
- Is the surety bond attached to the Instructions form and enclosed in the Packet?

Failure to include a Bid/Proposal Bond with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.

**4. BIDDER CONTRIBUTIONS**

- Is the required Bidder Contribution CEC Form 55 completed and signed?
- Is the Form enclosed in the Packet?

**Failure to include the Bidder Contribution CEC Form 55 with the bid/proposal will render the bid/proposal non-responsive and will result in its rejection.**

**5. CONTRACTOR RESPONSIBILITY PROGRAM**

- Is the required "Contractor Responsibility Program Questionnaire" completed and signed?
- Is the Questionnaire enclosed in the Packet?
- Is the required "Contractor Responsibility Program Pledge of Compliance" completed and signed?
- Is the Pledge of Compliance enclosed in the Packet?

**6. MUNICIPAL LOBBYING ORDINANCE**

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

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

**7. AFFIRMATIVE ACTION**

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

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

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

**9. CHILD SUPPORT OBLIGATIONS**

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

**10. FIRST SOURCE HIRING PROGRAM**

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

**Vendor Identification Form**

# VENDOR IDENTIFICATION FORM

**ALL FIELDS MUST BE COMPLETED, IF REQUIRED; INCOMPLETE FORMS WILL NEED TO BE RESUBMITTED.**

GENERAL INFORMATION														
Legal Name: <u>E.J. WARD, INC.</u>	Doing Business As: <u>E.J. WARD, INC.</u>													
Are you an independent contractor eligible to receive a 1099-MISC? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> EIN or SSN: <u>880284475</u> (A TIN (SSN or EIN) and W-9 are required)	License or Registration Number (if applicable): <u>856900</u> Market Code (code): <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> BTRC/VRN application pending (if applicable): _____													
Ownership: <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Governmental Entity <input type="checkbox"/> Other (specify): _____	<table border="1" style="width: 100%; text-align: center; border-collapse: collapse;"> <tr> <td style="font-size: small;">6</td> <td style="font-size: small;">7</td> <td style="font-size: small;">1</td> <td style="font-size: small;">4</td> <td style="font-size: small;">7</td> <td style="font-size: small;">2</td> <td style="font-size: small;">-</td> <td style="font-size: small;">0</td> <td style="font-size: small;">0</td> <td style="font-size: small;">9</td> <td style="font-size: small;">1</td> <td style="font-size: small;">-</td> <td style="font-size: small;">1</td> </tr> </table> <input type="checkbox"/> BTRC/VRN application pending (please attach the application) Are you subject to non-resident withholding under California Revenue and Taxation Code Section 18662? No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	6	7	1	4	7	2	-	0	0	9	1	-	1
6	7	1	4	7	2	-	0	0	9	1	-	1		
BUSINESS ADDRESS														
Street: <u>8801 TRADEWAY</u> #: _____	Suite: _____ Contact Person: <u>Markay Ward</u>													
City: <u>San Antonio</u>	Contact Person's Title: <u>Vice President</u>													
State: <u>Texas</u> Zip Code: <u>78217</u>	Fax: <u>210.824.2031</u> Phone: <u>210.824.7383</u>													
Website: <u>www.ejward.com</u>	Email: <u>mward@ejward.com</u>													
Remittance address (if required and different from the above): _____														
BUSINESS INFORMATION														
Service Area: International <input type="checkbox"/> National <input checked="" type="checkbox"/> Regional <input type="checkbox"/> Local <input type="checkbox"/>	Years In Business: <u>39</u> Number of Employees: <u>59</u>													
BUSINESS CERTIFICATION (Check all that apply)														
<input type="checkbox"/> Woman-Owned Business Enterprise (WBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Small Business Enterprise (according to SBA criteria) <input type="checkbox"/> Minority Women Business Enterprise (MWB)	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Airport Concessions Disadvantaged Business Enterprise <input type="checkbox"/> Small and Local Business Enterprise (SLB) If required, please attach copies of all applicable certifications.													
NON-DISCRIMINATION, EQUAL EMPLOYMENT AND AFFIRMATIVE ACTION COMPLIANCE														
EEO Officer (name): <u>Monica Brown</u>	Phone Number: <u>210.824.7383</u>													
EEO Officer's Title: <u>Accounting Officer</u>	Email: <u>monicab1@ejward.com</u>													

Have you had contracts with the City of Los Angeles in the last 10 years? No  Yes . If 'yes', please attach an additional sheet with Contract Number, Department, Description and Dollar Value.

### CERTIFICATION

*The undersigned declares and certifies that all statements on this form are true and correct. The undersigned agrees to notify Procurement Services Division immediately of any changes to the information contained herein. The undersigned has read and agreed with the administrative requirements set for this project, and provided as a check list in the bid/proposal package, and will comply with them for the duration of the contract if selected.*

Authorized Signature \_\_\_\_\_ Date 4/19/13

Print Name Monica Brown Title Accounting Officer

Project name: _____	For LAWA use only:	Project No: _____
Requesting Division: _____	Contact Person: _____	

SAP Action (send the form to FAMIS Support Desk):  Create  Change  Block  Delete  New Ordering Address

For instructions and additional information, please go to [http://www.lawa.com](#) -> About LAWA -> Business Opportunities -> [SAP Integration](#)  
Requirements, call us at 424-646-5380 or write to [http://www.lawa.com/procurement/procurement.html](#)  
Los Angeles World Airports, Procurement Services Division, April 2010.

**Current and Prior City of Los Angeles Contracts**

Pursuant to City of Los Angeles Resolution No. 56, adopted July 21, 1998, Consultant shall submit a list entitled "Current and Prior City of Los Angeles Contracts", which shall state all City contracts held by the Consultant within the last ten (10) years.

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
58203	Dept. of General Svcs. Petroleum Products	Kevin Thornton 323-526-9265	10/9/2003	9/30/2013	Maintenance, Fuel Automation Equipment	\$5,500,000
49001-3	Dept. of Water & Power	Michael Sullivan 213-367-6806	7/1/2012	6/30/2013	Maintenance, Fuel Automation Equipment	\$130,000
49040-1	Dept. of Water & Power	Michael Sullivan 213-367-6806	10/1/2010	9/30/2011	Maintenance, Fuel Automation Equipment	\$130,000
47476-6	Dept. of Water & Power	Michael Sullivan 213-367-6806	10/22/2005	10/21/2010	Maintenance, Fuel Automation Equipment	\$490,000
4600005471	Dept. of Airports	Gilmore Pearce 424-646-7888	10/1/2009	9/30/2010	Fuel Management System for Tracking Fuel	\$35,000
4600005198	Dept. of Airports	Gilmore Pearce 424-646-7888	2/26/2009	9/30/2009	Fuel Management System for Tracking Fuel	\$35,000
4600004930	Dept. of Airports	Gilmore Pearce 424-646-7888	7/1/2008	9/30/2008	Fuel Management System for Tracking Fuel	\$35,000

**Current and Prior City of Los Angeles Contracts**

Pursuant to City of Los Angeles Resolution No. 56, adopted July 21, 1998, Consultant shall submit a list entitled "Current and Prior City of Los Angeles Contracts", which shall state all City contracts held by the Consultant within the last ten (10) years.

Contract Number	Name of City Department/Agency	Contact person name and phone number	Signing date	Completion date	Description	Total dollar amount
4600004469	Dept. of Airports	Jacques Brazier 310-646-8720	7/1/2007	6/30/2008	Parts & Accessories for EJ Ward System	\$35,000
4600004043	Dept. of Airports	Jacques Brazier 310-646-8720	4/5/2007	6/30/2007	Parts & Accessories for EJ Ward System	\$35,000



**Affidavit of Non-Collusion**

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CALIFORNIA Texas )  
COUNTY OF Bexar ) ss.:

Markay Ward being first duly sworn, deposes and says:  
that he or she is the Vice President of

E.J. Ward, Inc. who submits herewith  
(Type or print name of company/firm)

to the Board of Airport Commissioners the attached bid/proposal; that he or she is the person whose name is signed to the attached bid/proposal; that said bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; and that such bid/proposal was not made in the interest or behalf of any person, partnership, company, association, organization, or corporation not herein named or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the bidder/proposer has not in any manner sought by collusion to secure for himself/herself/itself/themselves, an advantage over any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
- (b) did not, directly or indirectly, collude, conspire, connive or agree with any one else that said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from bidding or withdraw their bid/proposal;
- (c) did not, in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else, or to raise or fix any overhead, profit or cost element of their price or of that of anyone else;
- (d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group of individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

Markay Ward

Name: Markay Ward

Title: Vice President

Subscribed and sworn to (or affirmed) before me on this 19th day of April, 2013, by Markay Ward, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]  
Notary Public



WARNING: Bids will not be considered unless the affidavit hereon is fully executed, including the affidavit of the notary and the notarial seal.

# Affirmative Action

**Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Sections 10.8-10.13**

**Sec. 10.8. Mandatory Provisions Pertaining to Non-discrimination in Employment in the Performance of City Contracts.**

The City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities, shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of this Code. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

Although in accordance with Section 22.359 of this Code, the Board of Public Works, Office of Contract Compliance, is responsible for the administration of the City's Contract Compliance Program, accomplishing the intent of the City in contract compliance and achieving nondiscrimination in contractor employment shall be the continuing responsibility of each awarding authority. Each awarding authority shall use only the rules, regulations and forms provided by the Office of Contract Compliance to monitor, inspect or investigate contractor compliance with the provisions of this chapter.

Each awarding authority shall provide immediate notification upon award of each contract by that awarding authority to the Office of Contract Compliance. Each awarding authority shall call upon the Office of Contract Compliance to review, evaluate and recommend on any contractual dispute or issue of noncompliance under the provisions of this chapter. The Office of Contract Compliance shall be notified by each awarding authority of any imminent announcement to bid, to allow the Office of Contract Compliance the opportunity to participate with the awarding authority in the monitoring, review, evaluation, investigation, audit and enforcement of the provisions of this chapter in accordance with the rules, regulations and forms promulgated to implement the City's Contract Compliance, Equal Employment Opportunity Program.

Section History: Based on Ord. No. 132,533, Eff. 7-25-88; Amended by: Ord. No. 147,030, Eff. 4-28-75; Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.1. Definitions.**

The following definitions shall apply to the following terms used in this article:

**"Awarding Authority"** means any Board or Commission of the City of Los Angeles, or any authorized employee or officer of the City of Los Angeles, including the Purchasing Agent of the City of Los Angeles, who makes or enters into any contract or agreement for the provision of any goods or services of any kind or nature whatsoever for or on behalf of the City of Los Angeles.

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

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

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

**"Employment Practices"** means any solicitation of, or advertisement for, employees, employment, change in grade or work assignment, assignment or change in place or location of work, layoff, suspension, or termination of employees, rate of pay or other form of compensation including vacation, sick and compensatory time, selection for training, including apprenticeship programs, any and all employee benefits and activities, promotion and upgrading, and any and all actions taken to discipline employees for infractions of work rules or employer requirements.

**"Office of Contract Compliance"** is that office of the Department of Public Works of the City of Los Angeles created by Article X of Chapter 13 of Division 22 of the Los Angeles Administrative Code.

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

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; "Affirmative Action," Ord. No. 184,516, Eff. 4-13-89; "Affirmative Action," Ord. No. 188,244, Eff. 10-18-92; "Domestic partners" added, Ord. No. 172,909, Eff. 1-8-00; first two definitions deleted, Ord. No. 173,186, Eff. 5-22-00; "Domestic partners," Ord. No. 175,116, Eff. 4-12-03.

**Sec. 10.8.1.1. Summary of Thresholds.**

The following thresholds will be used to determine the non-discrimination and affirmative action requirements set forth in this chapter for each type of contract.

**Non-discrimination Practices** as outlined in Section 10.8.2 of this Code, apply to all contracts.

**Equal Employment Practices** as outlined in Section 10.8.3 of this Code, apply to all construction contracts of \$1,000 or more and all non-construction contracts of \$1,000 or more.

**Affirmative Action Program** as outlined in Sections 10.8.4 and 10.13 of this Code, applies to all Construction Contracts of \$5,000 or more and all non-Construction Contracts of \$100,000 or more.

Section History: Added by Ord. No. 173,186, Eff. 5-22-00.

**Sec. 10.8.2. All Contracts: Non-discrimination Clause.**

Notwithstanding any other provision of any ordinance of the City of Los Angeles to the contrary, every contract which is let, awarded or entered into with or on behalf of the City of Los

Angeles, shall contain by insertion therein a provision obligating the contractor in the performance of such contract not to discriminate in his or her employment practices against any employee or applicant for employment because of the applicant's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition. All contractors who enter into such contracts with the City shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Section History: Added by Ord. No. 172,808, Eff. 1-9-00; Amended by: Ord. No. 173,054, Eff. 2-27-00; Ord. No. 173,058, Eff. 3-4-00; Ord. No. 173,142, Eff. 3-30-00; Ord. No. 173,285, Eff. 8-28-00, Oper. 7-1-00; In Entirety, Ord. No. 175,115, Eff. 4-12-03; Subsec. (b)(7), Ord. No. 176,155, Eff. 8-22-04.

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

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

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

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

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

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

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

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records

pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

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

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

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

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

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

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

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

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

4. Reasonable accommodations for persons with disabilities.

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

Section History: Amended by: Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-80; Paragraphs C., Ord. No. 166,244, Eff. 10-16-82; Ord. No. 173,186, Eff. 5-22-00; Subsec. F Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

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

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

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

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

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

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

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

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

D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by

the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

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

F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

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

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

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

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

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

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

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

1. Apprenticeship where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;

2. Classroom preparation for the job when not apprenticeable;

3. Pre-apprenticeship education and preparation;

4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;

6. The entry of qualified women, minority and all other journeymen into the industry; and

7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the City's Affirmative Action Contract

Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

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

P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.

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

Section History: Amended by Ord. No. 147,030, Eff. 4-28-75; Paragraphs A., B., C., Ord. No. 164,516, Eff. 4-13-89; Paragraphs B. and C., Ord. No. 168,244, Eff. 10-18-92; Title and Section, Ord. No. 173,188, Eff. 6-22-00; Subsec. F, Ord. No. 173,285, Eff. 6-26-00, Oper. 7-1-00.

# Assignment of Anti-Trust Claims



## **GOVERNMENT CODE**

### **SECTION 4550-4554**

4550. As used in this chapter:

(a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the state or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

(b) "Public purchasing body" means the state or the subdivision or agency making a public purchase.

4552. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

The preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4553. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

4554. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

In state contracts, the preceding provisions of this section shall be included in full in any specifications for the public purchase and shall be included in full in the bid agreement or general provisions incorporated into the bid agreement.

**Bid Bond**

**INSTRUCTIONS FOR BID/PROPOSAL BOND FORM**

(Return completed and attached to bond or check)

1. **General Information**

In order for your bid/proposal bond or deposit to be acceptable to the City of Los Angeles, Department of Airports, every bidder/proposer must comply with Los Angeles City Charter Section 371 (d), and Los Angeles Administrative Code Division 10; Chapter 1; Article 2; Section 10.15(d), which requires that the bid/proposal be accompanied by one of the following (please check whichever you are using):

- (a) Certified check issued by a bank in the City of Los Angeles
- (b) Cashier's check issued by a bank
- (c) Surety bond by corporate surety company ("bid/proposal bond")  
If a surety bond is used, please read and complete #3 carefully.

2. **Amount**

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

3. **Bid/Proposal Bond Execution**

The following steps must be completed when submitting a bid/proposal bond. Please note that personal sureties are not acceptable. **YOU ARE REQUIRED TO USE THE BOND FORM ATTACHED TO THESE INSTRUCTIONS.** To make certain your bid is deemed responsive, please check each step as completed:

**REQUIREMENTS FOR THE BIDDER/PROPOSER**

- Bidder/Proposer must sign the bid/proposal bond form.
- The signature of the bidder/proposer must be notarized.
- If the bidder/proposer is a corporation, the corporate seal must be affixed to the bond.
- If the bidder is a partnership, there must be two notarized partnership signatures on the bond form.

**REQUIREMENT FOR THE SURETY BONDING COMPANY**

- The corporate seal of the surety must be affixed to the bond.
- The Attorney-in-Fact for the surety bonding company must sign the surety bond.
- The signature from the Attorney-in-Fact must be notarized.
- A Power of Attorney from the surety company must be affixed to the bond.

The bond, unless otherwise stated in the instructions to Bidders/Proposer, **MUST BE ON THE FORM ATTACHED TO THESE INSTRUCTIONS.**

4. **BOND FORM:** (Please check each box)

- THE BID/PROPOSAL BOND FORM MUST BE THE ATTACHED FORFEITURE BOND, NOT A "DAMAGES ONLY" BOND.
- IF YOUR COMPANY USES A NON-CITY BID BOND FORM (SUCH AS THE "AIA BID BOND FORM") WHICH PROVIDES FOR "DAMAGES ONLY", **IT WILL BE REJECTED.**
- THE CITY REQUIRES THAT BIDDERS/PROPOSERS USE THE ATTACHED BID/PROPOSAL BOND FORM.
- BY SIGNING THE CITY BOND FORM, THE SURETY AGREES TO PAY 10% OF THE BID/PROPOSAL AMOUNT TO THE CITY, OR SUCH OTHER AMOUNT THAT CITY REQUIRES IN THE NOTICE INVITING BIDS/PROPOSALS, UPON THE BIDDER'S/PROPOSER'S FAILURE TO ENTER INTO THE CONTRACT, AND/OR, FAILURE TO PROVIDE AND EXECUTE SUCH OTHER BONDS AS ARE SPECIFIED IN THE NOTICE INVITING BIDS OR PROPOSALS.

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS

THAT WE, E.J. Ward, Inc.  
as Principal, and Great American Insurance Company, authorized  
and licensed to transact business in the State of California, as Surety, do hereby acknowledge  
ourselves to be held and obligated as joint Obligors to the CITY OF LOS ANGELES,  
DEPARTMENT OF AIRPORTS, as Oblige, in the sum of ten percent (10%) of the aggregate  
amount bid by the principal. Said Principal and Surety do hereby bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally by this bond.

WHEREAS, said Principal is about to submit to the Executive Director of the Department  
of Airports of the city of Los Angeles the foregoing bid or proposal for performance of the work  
therein mentioned, which includes the furnishing of all materials in compliance with the  
specifications and plans, if any, under the Notice Inviting Bids/Proposals from said Executive  
Director.

NOW, THEREFORE, if the bid or proposal of the Principal is accepted and awarded to  
said Principal by the Board of Airport Commissioners and if said Principal fails or neglects to  
enter into a contract and/or to execute the required bonds in connection with the contract within  
thirty (30) days after the contract is awarded to said Principal; then, the above-named Obligors  
shall pay to said Oblige the aforementioned sum of ten percent (10%) of the aggregate  
amount bid, as liquidated damages for such failure or neglect.

THIS AGREEMENT shall be binding on the Principal and Surety executing the same,  
their legal representatives, successors, and assigns.

EXECUTED this 7th day of May, 2013

(CORP. SEAL)

E.J. Ward, Inc.  
PRINCIPAL  
By [Signature]  
Signature/Title

By [Signature]  
Signature/Title



(CORP. SEAL)  
Notary

Great American  
Insurance Company  
SURETY  
By [Signature]  
Attorney-in-Fact

NOTE: ALL SIGNATURES MUST BE NOTARIZED AND CORPORATE SEALS AFFIXED TO  
THIS BOND. ATTORNEY-IN-FACT MUST ATTACH A POWER OF ATTORNEY FROM THE  
SURETY.

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET \* CINCINNATI, OHIO 45202 \* 513-369-5000 \* FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 018822

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WESLEY M. PITTS DOUGLAS J. WEALTY LINDA K. EDWARDS ROBERT C. FRICKE	ALL OF SAN ANTONIO, TEXAS	ALL \$75,000,000.00

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 26<sup>th</sup> day of, JULY, 2011.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Wesley M. Pitts*

*David C. Kitchen*

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 26<sup>th</sup> day of JULY, 2011, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Groshiem*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7<sup>th</sup> day of May, 2013.



*Wesley M. Pitts*



Administrative Offices  
580 Walnut Street  
Cincinnati, Ohio 45202  
Tel: 1-813-388-5000

### IMPORTANT NOTICE

#### TO OBTAIN INFORMATION OR TO MAKE A COMPLAINT

You may call Great American Insurance Companies' toll-free telephone number for information or to make a complaint at:

1-800-972-3008

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

#### ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

### AVISO IMPORTANTE

#### PARA OBTENER INFORMACION O PARA SOMETER UNA QUEJA

Usted puede llamar al numero del telefono gratis de Great American Insurance Companies' para informacion o para someter una queja al:

1-800-972-3008

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

#### DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

#### UNA ESTE AVISO A SU POLIZA

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**Bidder Contributions**



# **ATTENTION:**

The following CEC Form 55 *must* be signed on page 3. If you fail to sign the form or if you submit an incomplete CEC Form 55, your proposal/bid will be deemed nonresponsive.



City Ethics Commission  
 200 N Spring Street  
 City Hall - 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 128  
 (213) 978-1860

## Bidder Contributions CEC Form 55

ALL BOXES MUST BE COMPLETED

Bid/Contract Number: Automotive Fuel Dispensing Automation Equipment	113-006	Date Bid Submitted: 4/24/13
-------------------------------------------------------------------------	---------	--------------------------------

Description of Contract:  
**Fuel Management Equipment for LAX, Van Nuys, and Ontario Airports**

Department:  
**Fleet**

**BIDDER**  
 Name: E.J. Ward, Inc.  
 Address: 8801 Tradeway San Antonio, Texas 78217  
 Email (optional): \_\_\_\_\_ Phone: 210.824.7383

**PRINCIPALS**  
 Please identify the names and titles of all 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 or are authorized by the bid or proposal to represent the bidder before the City.

Name: <u>Eddie Ward</u>	Title: <u>President</u>
Name: <u>Thomas Ward</u>	Title: <u>Secretary</u>
Name: <u>Markay Ward</u>	Title: <u>Vice President</u>
Name: _____	Title: _____
Name: _____	Title: _____

\_\_\_\_\_ additional sheets are attached.       Bidder is an individual with no principals.

**SUBCONTRACTORS**  
 Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).

Subcontractor: Subcontractors used on this project will be less than \$100,000.

Subcontractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.       Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

**SUBCONTRACTORS**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the I.D. must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: NOT APPLICABLE

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

State Contractor I.D. (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

**PRINCIPALS OF SUBCONTRACTORS**

Please identify the names and titles of all principals for each subcontractor identified on page 2 (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.

**NOT APPLICABLE**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals with no principals (attach additional sheets if necessary):

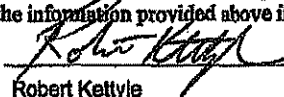
Subcontractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.  Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

**CERTIFICATION**

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the State of California that the information provided above is true and complete.

Date: 5/20/13 Signature:   
 Name: Robert Kettyle  
 Title: Director of Sales and Marketing

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

# Child Support Obligations

**Sec. 10.10. Child Support Assignment Orders.**

**a. Definitions.**

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

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

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

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

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

**b. Mandatory Contract Provisions.** Every contract that is let, awarded or entered into with or on behalf of the City of Los Angeles shall contain a provision obligating the contractor or subcontractor to fully comply with all applicable State and Federal employment reporting requirements for the contractor or subcontractor's employees. The contractor or subcontractor will also be required to certify that the principal owner(s) thereof are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally, that the contractor or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with California Family Code §§5230 *et seq.* and that the contractor or subcontractor will maintain such compliance throughout the term of the contract.

Failure of a contractor or subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignments or Notices of Assignment or failure of the principal owner(s) to comply with any Wage and Earnings Assignments or Notices of Assignment applicable to them personally shall constitute a default under the contract. Failure of the contractor or

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

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

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

**e. City's Compliance with California Family Code.** The City shall maintain its compliance with the provisions of California Family Code §§5230 *et seq.* and all other applicable law regarding its obligations as an employer to implement lawfully served Wage and Earnings Assignments and Notices of Assignment.

**f. Report of Employees Names to District Attorney.**

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

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

**SECTION HISTORY**

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

# Contractor Responsibility Program

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

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

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

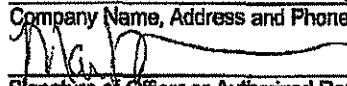
- (a) To comply with all applicable Federal, state, and local laws in the performance of the contract, including but not limited to, laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (b) To notify LAWA within thirty (30) calendar days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

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

E.J. Ward, Inc. 8801 Tradeway San Antonio, TX 78217 P: 210.824.7383

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Company Name, Address and Phone Number

 5/7/13

---

Signature of Officer or Authorized Representative Date

Markay Ward, Vice President

---

Print Name and Title of Officer or Authorized Representative

Automotive Fuel Dispensing Automation Equipment at LAX, Van Nuys, and Ontario Airports

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Project Title



# Equal Benefits Ordinance

**EBO COMPLIANCE**

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

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

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

**SECTION 1. CONTACT INFORMATION**

Company Name: E.J. Ward Inc. BAVN Company ID # 671472  
Company Address: 8801 Tradeway  
City: San Antonio State: Texas Zip: 78217  
Contact Person: Robert Kettyle Phone: 2108247383 E-mail: rkettyle@ejward.com  
Approximate Number of Employees in the United States: 49  
Approximate Number of Employees in the City of Los Angeles: 1

**SECTION 2. EBO REQUIREMENTS**

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

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

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

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

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

**EBO COMPLIANCE**

**SECTION 3. COMPLIANCE OPTIONS**

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

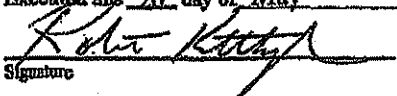
- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) Jan 2014.
- ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**SECTION 4. DECLARATION UNDER PENALTY OF PERJURY**

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

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

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

Executed this 20 day of May, in the year 2013, at San Antonio Texas  
(City) (State)  
  
Signature 8801 Tradeway  
Mailing Address  
San Antonio, Texas 78217  
City, State, Zip Code  
Director  
Title 88-028-4475  
HR/TIN

## **EQUAL BENEFITS ORDINANCE**

It is the policy of the City of Los Angeles to include the following language in all Contracts:

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

During the performance of the Contract, the CONTRACTOR/CONSULTANT certifies and represents that the CONTRACTOR/CONSULTANT will comply with the EBO. The CONTRACTOR/CONSULTANT agrees to post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

**"During the performance of a Contract with the City of Los Angeles, the CONTRACTOR/CONSULTANT will provide equal benefits to employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance at (213) 847-1922."** ;

**CITY OF LOS ANGELES**  
Los Angeles World Airports  
Procurement Services Division  
7301 World Way West, 2nd Floor  
Los Angeles, CA 90045  
Phone: (424) 646-5380 - Fax: (424) 646-9262

**INSTRUCTIONS FOR COMPLETING EQUAL BENEFITS ORDINANCE FORMS**

1. **Start with the Equal Benefits Ordinance (EBO) Compliance Form (Form OCC/EBO-1).** Your company must be determined to be in compliance with the EBO before a contract with the City may be executed. In Section 2 of the form, indicate what benefits your company currently offers its employees. If a benefit is not offered, indicate the benefit is not offered.

If your company currently does not offer equal benefits to employees with spouses and employees with same or different sex domestic partners, you may, on page two of the EBO Compliance Form, request one of the following by checking the appropriate box on the form:

- a. **Request additional time to come into compliance with the EBO.** This is available to contractors who agree to fully comply with the EBO but need additional time to add domestic partner coverage, to change company policies, or to negotiate the addition of domestic partner coverage to a collective bargaining agreement. Complete the Application for Provisional Compliance (Form OCC/EBO-3) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit supporting documentation to verify why additional time is needed.
  - b. **Request to be allowed to comply with the EBO by providing employees the cash equivalent.** This is available to contractors who meet both of the following: (1) agree to provide employees with domestic partners the cash equivalent of the benefits offered to employees with spouses; and (2) have demonstrated that they have taken reasonable yet unsuccessful efforts to comply, or that it would be unreasonable under the circumstances to require the contractor to provide equal benefits rather than pay the cash equivalent to employees. Complete the Application for Reasonable Measures Determination (Form OCC/EBO-2) and return it with the EBO Compliance Form (Form OCC/EBO-1). You must submit the supporting documentation requested in the Reasonable Measures Form.
  - c. **Request to be allowed to comply with the EBO on a contract-by-contract basis.** If your company can only comply with the EBO for those locations or employees covered by the EBO, you may apply for compliance on a contract-by-contract basis. Contact the Department of Public Works, Office of Contract Compliance for additional information. Check the appropriate box on the EBO Compliance Form (Form OCC/EBO-1) and submit supporting documentation regarding the locations and employees affected by the EBO.
2. **Obtain supporting documentation.** The City must verify that each benefit offered by your company is offered equally. Refer to the EBO supporting documentation information sheet for the type of documentation that will be required. You must submit supporting documentation for each benefit checked in Question 2 of the EBO Compliance Form (Form OCC/EBO-1).

Unless otherwise specified in the RFB/RFP/RFQ, you do not need to submit supporting documentation with the bid or proposal. However, because supporting documentation will be required if you are selected for award of a contract, you must have the supporting documentation readily available for submission. A delay in the submission of documentation will result in a delay in the execution of your contract. If you have already been notified that you have been selected for the award of a contract, supporting documentation must be submitted immediately to avoid delays.

3. **Submit the EBO Compliance Form (Form OCC/EBO-1) to the awarding department.** If you are requesting additional time to comply or to be allowed to pay employees the cash equivalent, you must also submit the appropriate forms (see #1 above) and supporting documentation with the EBO Compliance Form.
4. **The forms and documentation will be forwarded to the Office of Contract Compliance for review.** If additional information or supporting documentation is needed, the Contractor Enforcement Section will contact you to obtain the information. Because your contract cannot be executed until you have been determined to be in compliance with the EBO, you must respond promptly to any request for additional information.

**COMPLIANCE**

**CITY OF LOS ANGELES**  
 Los Angeles World Airports  
 Procurement Services Division  
 7301 World Way West, 2nd Floor  
 Los Angeles, CA 90045

Phone: (424) 646-5380 - Fax: (424) 646-9262

**EQUAL BENEFITS ORDINANCE COMPLIANCE FORM**

Your company must be certified as complying with Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance, prior to the execution of a City agreement. This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal.

City Dept. Awarding Contract: DEPARTMENT OF AIRPORTS Contact/Phone: RICARDO PEREZ 4246467402

File/Bid/Contract Number 113-005

**SECTION 1. CONTACT INFORMATION**

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

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

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

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

I am a one-person contractor, and I have no employees.  Yes  No (if you answered "Yes," go to Section 3)

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

Are any of your employees covered by a collective bargaining agreement or union trust fund?  Yes  No

**SECTION 2. COMPLIANCE QUESTIONS**

Has your company previously submitted a Compliance Form and all supporting documentation?  Yes  No  
 If Yes, **AND the benefits provided to your employees have not changed since that time, continue onto Section 3. If No, OR if the benefits provided to your employees have changed since that time, complete the rest of this form.**

In the table below, check all benefits that your company currently provides to employees or to which your employees have access. **Provide information for each benefits carrier if your employees have access to more than one carrier.** Note: some benefits are available or apply to employees because they have a spouse or domestic partner to whom the benefit applies, such as bereavement leave that allows an employee time off because of the death of a spouse or domestic partner; other benefits are provided directly to the spouse or domestic partner, such as medical insurance that covers the spouse or domestic partner as a dependent.

	BENEFIT(S) YOUR COMPANY CURRENTLY OFFERS	This Benefit is Not Offered to Employees	This Benefit is Available to Employees	Available/Applies to Spouses of Employees	Available/Applies to Domestic Partners of Employees
1	Health Insurance (List Name of Carrier(s))				
	Health Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Health Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment.				
2	Dental Insurance (List Name of Carrier(s))				
	Dental Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Dental Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> Additional carriers on attachment.				
3	Vision Plan (List Name of Carrier(s))				
	Vision Carrier 1:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Vision Carrier 2:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Pension/401(k) Plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Bereavement Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Family Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Parental Leave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Employee Assistance Program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Relocation & Travel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Company Discount, Facilities & Events	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Credit Union	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Child Care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## COMPLIANCE

**YOU MUST SUBMIT SUPPORTING DOCUMENTATION TO VERIFY EACH BENEFIT MARKED.** Without proper documentation for each carrier and each benefit marked, your company cannot be certified as complying with the EBO. If documentation for a particular benefit does not exist, attach an explanation. Refer to the "Documentation to Verify Compliance with the Equal Benefits Ordinance" fact sheet for more information on the type of documentation that must be submitted to verify compliance with the EBO.

If in the Table in Section 2 you indicated that your company does not provide all benefits equally throughout its entire operations to all your employees with spouses and employees with domestic partners of the same and different sex, you may:

- a. Request additional time to comply with the EBO.** Provisional Compliance may be granted to Contractors who agree to fully comply with the EBO but need more time to incorporate the requirements of the EBO into their operations. Submit the Application for Provisional Compliance (OCC/EBO-3) and supporting documentation with this Compliance Form.
- b. Request to be allowed to comply with the EBO by providing affected employees with the cash equivalent.** Your company must agree to provide employees with a cash equivalent. In most cases, the cash equivalent is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa. Submit a completed Application for Reasonable Measures Determination (OCC/EBO-2) and supporting documentation with this Compliance Form.
- c. Comply on a Contract-by-Contract Basis.** Compliance may be granted on a contract-by-contract basis for those Contractors who have multiple locations in the U.S. but cannot comply with the EBO throughout the Contractor's operations. Indicate below the compliance category you are requesting:
  - Contractor has multiple operations located both within and outside City limits. Contractor will comply with the EBO only for the operation(s) located within City limits and for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected operation(s)/employees must be submitted.
  - Contractor has no offices within City limits but does have (an) employee(s) working on the City agreement located elsewhere in the United States. Contractor will comply with the EBO only for employee(s) located elsewhere in the United States who perform work relating to the City agreement. Supporting documentation for the affected employee(s) must be submitted.

### SECTION 3. EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT

This form must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance for review.

#### DECLARATION UNDER PENALTY OF PERJURY

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

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Title

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

## COMPLIANCE

**CITY OF LOS ANGELES**  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, 3<sup>rd</sup> Floor, Los Angeles, CA 90015  
Phone: (213) 847-1922 - Fax: (213) 847-2777

### DOCUMENTATION TO VERIFY COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 2 of the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) requires that you submit supporting documentation to the Office of Contract Compliance to verify that all benefits marked in your response(s) are offered in a nondiscriminatory manner. This list is intended to be used only as a guide for the type of documentation needed.

**Health, Dental, Vision Insurance:** A statement from your insurance provider that spouses and domestic partners receive equal coverage in your medical plan. This may be in a letter from your insurance provider or reflected in the eligibility section of your official insurance plan document. Note that "domestic partner" includes same-sex as well as different-sex partners so that the definition of "domestic partner" contained in the plan document must include different-sex partners.

**Pension/401(k) Plans:** Documentation should indicate that participating employees may designate a beneficiary to receive the amount payable upon the death of the employee. Submit a blank beneficiary designation form.

**Bereavement Leave:** Your bereavement leave or funeral leave policy indicating the benefit is offered equally. If your policy allows employees time off from work because of the death of a spouse, it should also allow for time off because of the death of a domestic partner. If the policy allows time off for the death of a parent in-law or other relative of a spouse, it must include time off for the death of a domestic partner's equivalent relative.

**Family Leave:** Your company's Family and Medical Leave Act policy. All companies with 50 or more employees must offer this benefit. Your policy should indicate that employees may take leave because of the serious medical condition of their spouse or domestic partner.

**Parental Leave:** Your company's policy indicating that employees may take leave for the birth or adoption of a child. If leave is available for step-children (the spouse's child) then leave should also be made available for the child of a domestic partner.

**Employee Assistance Program (EAP):** The benefit typically refers to programs that allow employees and their family members access to counselors who provide short-term counseling and referrals to assist in dealing with issues such as family problems, addiction, and financial and legal difficulties. Your company's EAP policy must confirm that spouses, domestic partners and their parents and children are equally eligible (or ineligible) for such benefits. If provided through a third party, a statement from the third party provider regarding eligibility is required.

**Relocation & Travel:** Your company's policy confirming that expenses for travel or relocation will be paid on the same basis for spouses and domestic partners of employees.

**Company Discounts, Facilities & Events:** Your company's policy confirming that to the extent discounts, facilities (such as a gym) and events (such as a company holiday party) are equally available to spouses and domestic partners of employees.

**Credit Union:** Documentation from the credit union indicating that spouses and domestic partners have equal access to credit union services.

**Child Care:** Documentation that the children of spouses (step-children) and children of domestic partners have equal access to child care services.

**Other Benefits:** Documentation of any other benefits listed to indicate that they are offered equally.



**PROVISIONAL COMPLIANCE**

**CITY OF LOS ANGELES**  
Los Angeles World Airports  
Procurement Services Division  
7301 World Way West, 2nd Floor  
Los Angeles, CA 90045  
Phone: (424) 646-5380 - Fax: (424) 646-9262

**APPLICATION FOR PROVISIONAL COMPLIANCE WITH EQUAL BENEFITS ORDINANCE**

**COMPLETE AND SUBMIT THIS FORM ONLY IF APPLICABLE.** Contractors entering into, amending, or bidding on a City contract who agree to comply with the Equal Benefits Ordinance ("EBO") but need more time to incorporate the requirements of the EBO into their operations must submit this form, and supporting documentation, to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance ("OCC"). (This form must be submitted with the EBO Compliance Form OCC/EBO-1.) The Contractor may be granted additional time to incorporate the requirements of the EBO only in the circumstances indicated below. Fill out all sections that apply. Attach additional sheets if necessary.

**A. OPEN ENROLLMENT FOR HEALTH, DENTAL AND/OR VISION INSURANCE PLANS**

The Contractor may be granted additional time to implement the requirements of the EBO if equal benefits cannot be provided until after the first open enrollment process following the date the contract with the City is executed. To qualify, the Contractor must submit evidence that reasonable efforts are being undertaken to implement the requirements of the EBO. Additional time granted may not exceed two years from the date the contract with the City is executed, and applies only to benefits for which an open enrollment period is applicable.

\_\_\_\_\_ - Date domestic partner (same and different sex) coverage will become effective.

You must submit copies of correspondence between your company and your insurance provider(s) documenting your effort to obtain domestic partner coverage for same- and different-sex couples. You should also submit verification of the next open enrollment date or the date the benefits become available.

**B. ADMINISTRATIVE ACTIONS AND REQUESTS FOR EXTENSION**

The Contractor may be granted additional time to implement the requirements of the EBO if the administrative actions necessary to incorporate the EBO cannot be completed prior to the date that the contract with the City is executed. Additional time granted for the completion of the administrative action shall apply only to those benefits that require administrative actions and may not exceed three months. Upon written request by the Contractor and at the discretion of the OCC, the Contractor may be granted additional time to complete the administrative actions. Administrative actions may include personnel policy revisions and the development and distribution of employee communications.

Describe below or on an attachment the administrative actions needed and the anticipated completion dates. Attach supporting documentation such as the relevant portions of your current policy and the changes you plan to make.

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If you are requesting an extension beyond three months, explain why more than three months is needed and attach any supporting documentation that may be relevant.

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## PROVISIONAL COMPLIANCE

### C. COLLECTIVE BARGAINING AGREEMENTS

Compliance with the EBO may be delayed until the expiration of a Contractor's current collective bargaining agreement(s) (CBA). When the CBA is renegotiated, the Contractor must propose to the union for incorporation into the CBA the EBO requirements so that all benefits provided to employees with spouses are also extended to employees with domestic partners. Provisional compliance status may be granted if all of the following conditions are met.

1. The provision of some or all of the benefits offered to the Contractor's employees are governed by one or more CBA(s) but domestic partner coverage for same- and different-sex couples is not offered under the CBA(s).

**Required information:** Indicate below the name of each CBA for which Provisional Compliance is being requested and the time period the CBA covers.

Name of Bargaining Unit: \_\_\_\_\_ Start date: \_\_\_\_\_ End date: \_\_\_\_\_  
Name of Bargaining Unit: \_\_\_\_\_ Start date: \_\_\_\_\_ End date: \_\_\_\_\_  
Name of Bargaining Unit: \_\_\_\_\_ Start date: \_\_\_\_\_ End date: \_\_\_\_\_

2. The Contractor agrees to propose to the union that the EBO requirements be incorporated into each of the CBA(s) by signing the statement below.

When the CBA is renegotiated, we will propose to the union that the EBO requirements be incorporated into the CBA so that all benefits provided to employees with spouses will be extended to employees with same or different sex domestic partners. After the CBA expires, we will provide, upon request by the City, reports on the status of the efforts to incorporate the EBO requirements into the CBA.

By the end of negotiations, we agree to notify the OCC of the result by submitting a statement which will indicate: (1) when the issue of same and different sex domestic partners was raised during negotiations; and (2) whether or not the EBO requirements was incorporated into the CBA. We understand that a separate statement must be submitted for each CBA for which Provisional Compliance was requested.

\_\_\_\_\_  
Name of Signatory (Print)                      Signature                      Title                      Date

3. For benefits not strictly governed by a CBA, the Contractor must establish policies so that those benefits are provided in accordance with the requirements of the EBO. For example, the Contractor may be required to expand the existing bereavement leave policy to allow an employee with a domestic partner time off in event of the domestic partner's death even if the CBA does not require the employer to do so.

**Required documentation:** A listing of benefits not strictly governed by the CBA along with the Contractor's policies as they relate to those benefits.

**EXECUTE THE DECLARATION AND SUBMIT THE FORM TO THE AWARDING DEPARTMENT:** This form, and the Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1) must be returned to the City department awarding the agreement. If responding to a request for bid/proposal, submit this form with the bid/proposal to the awarding department. The awarding department will forward the form to the OCC for review.

#### DECLARATION UNDER PENALTY OF PERJURY

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

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

\_\_\_\_\_  
Name of Company                      Name of Signatory (Print)                      Signature                      Title

**REASONABLE MEASURES**

**CITY OF LOS ANGELES**  
Los Angeles World Airports  
Procurement Services Division  
7301 World Way West, 2nd Floor  
Los Angeles, CA 90045  
Phone: (424) 646-5380 - Fax: (424) 646-9262

**APPLICATION FOR REASONABLE MEASURES DETERMINATION - CASH EQUIVALENT COMPLIANCE**

Name of Company \_\_\_\_\_ EINTIN

Street Address \_\_\_\_\_ City, \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person/Title \_\_\_\_\_ Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Before the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) will approve a contractor's application to comply with the Equal Benefits Ordinance (EBO) by paying a cash equivalent, the OCC must determine that: (a) the contractor has made a reasonable yet unsuccessful effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide benefits to domestic partners (or spouses if applicable). To apply, contractors must submit:

1. An explanation and documentation that demonstrates: (a) the Contractor has made a reasonable, yet unsuccessful, effort to provide equal benefits; or (b) under the circumstances, it would be unreasonable to require the contractor to provide equal benefits rather than paying the cash equivalent. See EBO Regulation #2B(1)(a) and #2B(1)(b).
2. This completed application. Fill in the company's information, then read and sign the acknowledgement below.
3. A completed Equal Benefits Ordinance Compliance Form (Form OCC/EBO-1). Be certain that box "b" on page two of the form is checked.
4. A draft of the memorandum that will be distributed to affected employees informing them of the cash equivalent option.
5. Copies of the revised policies, such as bereavement, for which the cash equivalent is not applicable.

If approved by the OCC, a contractor will be allowed to comply with the EBO by paying its employees with domestic partners the cash equivalent of benefits made available to the spouses of its employees. The cash equivalent is the difference between the amount an employer pays to provide an employee with spousal or family coverage and the amount that an employer pays to provide an employee with employee-only coverage. For example, an employer pays \$200 per month to provide benefits for an employee and his/her spouse, and \$150 per month to provide benefits for an employee with employee-only coverage. The cash equivalent that must be paid to the employee with a domestic partner is \$50 per month.

For benefits for which a cash equivalent is not applicable, such as bereavement leave, the employer must amend its policies so that domestic partners are treated in the same manner as spouses. For example, if the policy allows an employee three days off in the event of the death of a spouse or the spouse's parents, the policy must be amended to allow an employee three days off in the event of the death of a domestic partner or the domestic partner's parents.

**ACKNOWLEDGEMENT REGARDING APPLICATION**

I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the company/entity listed above. I understand that this Application must be approved by the OCC before compliance by paying the cash equivalent will be allowed. By signing below, I agree on behalf of the company that if this Application is approved by the OCC, the company will comply with the EBO by providing employees with domestic partners the cash equivalent of the benefits that are made available to employees with spouses. For those benefits to which the cash equivalent is not applicable, such as for bereavement leave or family leave, the company agrees to amend its policies so that the domestic partners of employees will be treated in the same manner as the spouse of an employee. The relatives of domestic partners will be treated in the same manner as relatives of spouses. The company further agrees to provide a memorandum notifying our affected employees of the availability of the cash equivalent option if they have domestic partners for whom equal benefits cannot be provided.

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

Name of Signatory (Print) \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**Insurance**

**INSURANCE REQUIREMENTS FOR LOS ANGELES WORLD AIRPORTS**

**NAME:** City of Los Angeles Department of Airports  
**AGREEMENT / ACTIVITY:** RFB - Automotive Fuel Dispensing Automation Equipment for LAX, ONT and VNY  
**TERM:** Seven years  
**DIVISION:** Maintenance Division

The insured must maintain insurance coverage at limits normally required of its type operation; however, the following coverage noted with an "X" are the minimum required and must be at least the level of the Combined Single Limits indicated.

LIMITS

<b>(X)</b> Workers' Compensation (Statutory)/Employer's Liability	<b><u>Statutory</u></b>
(X) Broad Form All States Endorsement	
(X) Voluntary Compensation Endorsement	
(*) Longshoremen's and Harbor Workers' Compensation Act Endorsement	
(X) Waiver of Subrogation (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)	

<b>(X)</b> Automobile Liability - covering owned, non-owned & hired auto	<b><u>\$1,000,000 CSL</u></b>
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<b>(X)</b> Aviation/Airport Liability	<b><u>\$1,000,000 CSL</u></b>
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**OR**

<b>(X)</b> Commercial General Liability, including the following coverages:	<b><u>\$1,000,000 CSL</u></b>
(X) Premises and Operations	
(X) Contractual (Blanket/Schedule)	
(X) Independent Contractors	
(X) Products /Completed Operations	
(X) Broad Form Property Damage	
(X) Personal Injury	
(X) Explosion, Collapse & Underground (required when work involves digging, excavation, grading or use of explosive materials.)	
(X) Additional Insured Endorsement (Specifically naming "Los Angeles World Airports" Blanket endorsements are unacceptable)	

<b>***</b> Coverage for Hazardous Substances	Sudden Occurrence	<b>\$ ***</b>
	Non-sudden Occurrence	<b>\$ ***</b>

<b>**</b> Builder's Risk Insurance - (All Risk Coverage, including material in transit)	<b><u>Value of Improvements</u></b>
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**Comments:**           \* If exposure exists, coverage is required.  
                           \*\* Required if property or building ultimately revert to City.  
                           \*\*\* Must meet Federal and/or State requirements.

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

**INSURANCE COMPANIES WHICH DO NOT HAVE A BEST RATING OF A- OR BETTER, AND HAVE A MINIMUM FINANCIAL SIZE OF AT LEAST 4, MUST BE SUBMITTED TO EXECUTIVE DIRECTOR FOR ACCEPTABILITY.  
 PLEASE RETURN WITH EVIDENCE OF INSURANCE**

## **Insurance**

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

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

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

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

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

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

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

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

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

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

### **City Held Harmless**

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

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

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

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

Survival of Indemnities. The provisions of this City Held Harmless Section shall survive the termination of this Agreement.

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

(a) Contractor agrees to accept sole responsibility for full compliance with any and all applicable present and future rules, regulations, restrictions, ordinances, statutes, laws and/or other orders of any governmental entity regarding the use, storage, handling, distribution, processing and/or disposal of hazardous wastes, extremely hazardous wastes, hazardous substances, hazardous materials, hazardous chemicals, toxic chemicals, toxic substances, pollutants, contaminants or other similarly regulated substances (hereinafter referred to as "hazardous substances") regardless of whether the obligation for such compliance or responsibility is placed on the owner of the land, on the owner of any improvements on the premises, on the user of the land or on the user of the improvements. Said hazardous substances shall include, but shall not be limited to, gasoline, aviation, diesel and jet fuels, lubricating oils and solvents. Contractor agrees that any damages, penalties or fines levied on City and/or Contractor as a result of noncompliance with any of the above shall be the sole responsibility of Contractor and further, that Contractor shall indemnify and pay and/or reimburse City for any damages, penalties or fines that City pays as a result of noncompliance with the above.

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

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

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

(e) This Section and the obligation therein shall survive the expiration or earlier termination of this Consent to Agreement.

## Frequently Asked Questions about LAWA Insurance Requirements

### RISK MANAGEMENT'S INSURANCE COMPLIANCE SECTION

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

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

2. **What does LAWA consider as Acceptable Evidence of Insurance?** Effective July 1, 2009, LAWA's Special Endorsement forms will no longer be accepted. The only evidence of insurance acceptable is either a Certificate of Insurance and/or a True and Certified copy of a policy. The following items must accompany the form of evidence provided:
  - a. A copy of the Waiver of Subrogation Endorsement specifically naming Los Angeles World Airports on the schedule is required for Workers' Compensation. A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.
  - b. A copy of the Additional Insured Endorsement (CG 20 10 11 85 or similar) specifically naming Los Angeles World Airports on the schedule is required for General Liability. A BLANKET ENDORSEMENT AND/OR LANGUAGE ON A CERTIFICATE OF INSURANCE IS NOT ACCEPTABLE.
  - c. A legibly typed name of the Authorized Representative must accompany an original wet ink signature on the Certificate of Insurance and/or the True and Certified copy of the policy.
  - d. A copy of the Schedule of Underlying Coverage/Insurance is required for the Excess policy.
3. **Is there an added cost to adding Los Angeles World's Airports as Additional Insured?** Yes, there usually is an added cost to doing this. This fact should be considered when you are formulating your costs for the bid or proposal. Check with your insurance agent or broker.
4. **How can I obtain information on your Insurance Requirements?** An Insurance Requirement Sheet is included in the Proposal/Bid Package, which specifically outlines the types and amounts of coverage required. This Requirement Sheet should be passed on to your authorized insurance representative for their review. You may also contact us at (424) 648-5480.
5. **Do I need to prepare more forms if I already have LAWA's evidence of insurance?** No, if you already have current evidence of insurance on file with our Risk Management's Insurance Compliance Section, it is not necessary to complete a new set of forms. Once documentation is in place, you do not need to go through the process for each project. However, please check with our office to be sure that all coverages are current. Your contract administrator can do this for you as well. Our office maintains a computerized record of your evidence of insurance.
6. **What insurance companies are acceptable to LAWA?** Insurance companies must have an A- or better rating and have a financial size of at least IV to be acceptable to LAWA. We use the A.M. Best Key Rating Guide as our reference.
7. **For how long will I need the insurance coverage?** If you are awarded a contract, there will be a provision in your contract which specifically states that it is your responsibility to maintain current evidence of insurance in our files for the contract period.
8. **How long does it take LAWA to process my evidence of insurance?** It normally takes 3-5 working days to process insurance documents. Please submit your evidence of insurance documents to the Risk Management Division's Insurance Compliance Section as soon as you are awarded the contract.
9. **When should I complete the evidence of insurance?** Do not spend any money to meet the insurance requirements until you are awarded the contract by LAWA. Get an estimate or quote from your insurance agent or broker and factor that into the bid/proposal you are preparing. Enclose a statement, provided on your company letterhead, which states you have reviewed the insurance requirements and that you will provide the required evidence of insurance if you are awarded the contract.
10. **Where is the Risk Management Division's Insurance Compliance Section located?**  
7301 World Way West, 2<sup>nd</sup> Floor,  
LAWA's Administration West Building,  
Los Angeles, CA 90045  
(424) 648-5480  
Public Counter Hours: 7:00 a.m. to 3:30 p.m. M-F

**Do not forget to allow 3-5 working days for your request to be processed.**

Reviewed 02/22/2011



**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE  
TO THE CITY OF LOS ANGELES, LOS ANGELES WORLD AIRPORTS**

**(FOR INFORMATION ONLY – DO NOT RETURN THIS PAGE TO THE CITY)**

**INSURED**

1. To expedite completion of the insurance requirements, please give your insurance agent a broker a copy of the Insurance Requirements Sheet along with these instructions.
2. If your agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State consenting to self-insurance will meet the evidence requirements. *All other self-insurance has special requirements. Consult your City contact for details.*
3. All questions relating to insurance should be directed to the person or office responsible for your contract, lease, permit or other agreement.

**INSURANCE AGENT OR BROKER**

1. **Acceptable Evidence.** The appropriate Certificate of insurance with endorsements is the preferred form of evidence. No modifications to the forms are permitted. Alternatively, true and certified copies of the full policy containing additional insured and 30-day cancellation notice language will be accepted subject to review by the Risk Manager. Verifications, Memoranda of Insurance and other non-binding documents submitted alone are not acceptable evidence of insurance.
2. **Multiple Policies.** More than one insurance policy may be required to comply with the insurance requirements. Please submit forms appropriate to your insured's agreement, contract, lease or permit. AGORD forms with appropriate endorsements may be used.
3. **Signature.** Please have an authorized representative of the insurance company manually sign all certificates. Signatures must be originals as the Risk Manager will not accept facsimile (rubber stamp, or photocopy, etc.) or Initialed signatures.
4. **Underwriter.** The name and address of the insurance company underwriting the coverage must be noted on the endorsement form. In the case of syndicates or subscription policies, indicate lead underwriters or managing agent and attach a schedule of subscribers, including their percentage of participation.
5. **Document Reference.** Include reference of either the specific City agreement (bid, contract, lease, etc.) or indicate that all such agreements are covered.
6. **Coverage & Limits.** The coverages and limits for each type of insurance are specified on the insurance requirements sheet. When coverage is on a scheduled basis, a separate sheet may be attached to the certificate listing such scheduled locations, vehicles, etc., so covered.
7. **Excess Insurance.** Endorsements to excess policies will be required when primary insurance is insufficient to comply with the requirements.
8. **Additional Pages.** If there is insufficient space on the reverse side of the form to note pertinent information, such as Inclusions, exclusions or specific provisions, etc., attach separate sheets and note this on the endorsement form.
9. **Person to contact.** Completed Certificates/Endorsements, correspondence and questions relating to the required insurance should be directed as follows:

**RISK MANAGEMENT, INSURANCE COMPLIANCE**  
Los Angeles World Airports, 7301 World Way West, 2<sup>nd</sup> Floor, Los Angeles, CA 90045
10. **Technical Assistance.** Improperly completed Certificates/Endorsements will need to be resubmitted with corrections. For assistance, contact the Risk Management Office at (424) 648-5480, FAX (310) 215-5300.
11. **Delay in submitting properly completed Certificates/Endorsements may delay your insured's intended occupancy or operation.**

# Living Wage Ordinance

## **LIVING WAGE ORDINANCE**

Unless otherwise exempt in accordance with the provisions of the Living Wage Ordinance, Los Angeles Administrative Code Section 10.37 et seq., as amended from time to time (the "LWO"), (i) contractors under service contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, (ii) certain lessees and licensees of City property, and (iii) certain recipients of City financial assistance, shall comply with the provisions of the LWO.

Generally, the LWO requirements are as follows: (i) Wages: employers shall pay its employees a wage of no less than the hourly rates set under the LWO; and (ii) Compensated Days Off: employers shall provide at least twelve (12) compensated days off per year for sick leave, vacation or personal necessity at the employee's request, and employers shall also permit its employees to take at least an additional ten (10) days a year of uncompensated time to be used for sick leave for the illness of the employee or a member of his or her immediate family where the employee has exhausted his or her compensated days off for that year.

On September 9, 2009, the Los Angeles City Council unanimously approved an amending ordinance to Living Wage that requires airport employers at all airports in the LAWA system to increase the hourly rate for health benefits of airport employees covered by LWO. For "Airport Employees," the living wage rates, effective July 1, 2012, will increase to \$10.70 per hour. Additionally, in accordance with Section 10.37.3(a) of the LWO, the health benefits are to be adjusted consistent with Section 10.37.2(a). Consequently, the health benefits will increase to \$4.67 per hour or \$15.37 per hour without health benefits.

Compliance with LWO does not require any form to be submitted with the bid/proposal, however, if the Bidders/Proposers believe that they meet the qualifications for one of the LWO Statutory Exemptions (Collective bargaining agreement with supersession language or Occupational license; 501(c)(3) Non-Profit Organizations or One-Person Contractors; Small Business (for lessees and licensees only)), they shall submit with their bid/proposal one of the exemption forms along with supporting documents.

Once the contract is executed, the contractor is required to complete and submit the following forms:

- Employee Information Form
- Subcontractor Information Form

All the forms as well as the draft contract language pertaining to LWO compliance are available at: [http://www.lawa.org/welcome\\_LAWA.aspx?id=596](http://www.lawa.org/welcome_LAWA.aspx?id=596). Please follow the instructions on the forms for completion and submittal.

For the most current LWO rates, rules and regulations, please visit the Department of Public Works' website at <http://bca.lacity.org> or contact the Bureau of Contract Administration, Office of Contract Compliance, 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015; phone: (213) 847-1922, and fax: (213) 847-2777.

**City of Los Angeles**  
CALIFORNIA



**Antonio Villalrgosa**  
MAYOR

**CURRENT AND PRIOR LIVING WAGE RATES**

<b>EFFECTIVE DATES</b>	<b>CASH WAGE + HEALTH BENEFITS (HB)</b>	<b>TOTAL CASH WAGE</b>
July 1, 2012 - June 30, 2013	\$10.70 + \$1.25 per hour in HB	\$11.95 per hour
July 1, 2011 - June 30, 2012	\$10.42 + \$1.25 per hour in HB	\$11.67 per hour
July 1, 2010 - June 30, 2011	No Increase*	
July 1, 2009 - June 30, 2010	\$10.30 + \$1.25 per hour in HB	\$11.55 per hour
July 1, 2008 - June 30, 2009	\$10.00 + \$1.25 per hour in HB	\$11.25 per hour
July 1, 2007 - June 30, 2008	\$9.71 + \$1.25 per hour in HB	\$10.96 per hour
July 1, 2006 - June 30, 2007	\$9.39 + \$1.25 per hour in HB	\$10.64 per hour
July 1, 2005 - June 30, 2006	\$9.08 + \$1.25 per hour in HB	\$10.33 per hour
July 1, 2004 - June 30, 2005	\$8.78 + \$1.25 per hour in HB	\$10.03 per hour
July 1, 2003 - June 30, 2004	\$8.53 + \$1.25 per hour in HB	\$9.78 per hour
July 1, 2002 - June 30, 2003	\$8.27 + \$1.25 per hour in HB	\$9.52 per hour
July 1, 2001 - June 30, 2002	\$7.99 + \$1.25 per hour in HB	\$9.24 per hour
July 1, 2000 - June 30, 2001	\$7.72 + \$1.25 per hour in HB	\$8.97 per hour
July 1, 1999 - June 30, 2000	\$7.51 + \$1.25 per hour in HB	\$8.76 per hour
July 1, 1998 - June 30, 1999	\$7.39 + \$1.25 per hour in HB	\$8.64 per hour
July 1, 1997 - June 30, 1998	\$7.25 + \$1.25 per hour in HB	\$8.50 per hour

\* The CPI applicable to the COLA for the July 2010 annual adjustment is -0.8% thereby resulting in a 0% adjustment to the Living Wage rate. Consequently, the rate remains unchanged.

**For additional information or assistance, call:**

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway Street, Suite 300  
Los Angeles, CA 90015  
Phone: (213) 847-2625 – Fax: (213) 847-2777

**Municipal Lobbying Ordinance**



City Ethics Commission  
 209 N. Spring Street  
 City Hall - 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 125  
 (213) 975-1880

# Bidder Certification

## CEC Form 50

<b>Bid/Contract Number:</b> RFB 113-005	<b>Department:</b> Department of Airports Procurement Services Division
<b>Name of Bidder:</b> E.J. Ward, Inc	<b>Phone:</b> 210.824.7383
<b>Address:</b> 8801 Tradeway San Antonio, TX 78217	
<b>Email:</b> mward@ejward.com	

**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 a person or entity that is applying for a contract with the City of Los Angeles.

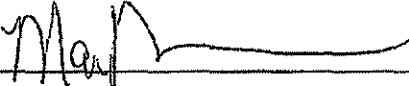
B. The contract for which I am applying is an agreement for one of the following:

1. The performance of work or service to the City or the public;
2. The provision of goods, equipment, materials, or supplies;
3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
  - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
    - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
    - ii. Could be provided by City employees if the awarding authority had the resources; or
    - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
  - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).

C. The value and duration of the contract for which I am applying is one of the following:

1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
3. For construction contracts, public leases, or licenses—any value and duration.

D. 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.

Date: 5/7/13 Signature: 

Name: Markay Ward

Title: Vice President

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

**Los Angeles Administrative Code § 10.40.1(h)**

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

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

**Los Angeles Administrative Code § 10.37.1(i)**

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.