Attachment II

COMPLIANCE PACKAGE

REQUEST FOR
PROPOSALS/BIDS/QUALIFICATIONS

Los Angeles Department of Recreation and Parks
Contracts Unit
RAP-CONTRACTS@lacity.org

SECTION A

NON-COLLUSION AFFIDAVIT AND RESPONDENT'S SIGNATURE DECLARATION TO ACCOMPANY PROPOSALS / BIDS / SUBMISSIONS OF QUALIFICATIONS

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

a. Sign and Notarize the Document
b. Submit with the Response

Signatures:

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, _____

being first duly sworn, deposes and states: That the undersigned

_____

(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of

(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

Affiant deposes and states: That said proposal/bid/submission of qualification is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal/bid/submission of qualification was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the 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 proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals/bids/submissions of qualification the said proposer:

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification 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 persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal/bid/submission of qualification or cancellation of any concession contract awarded pursuant to this proposal/bid/submission of qualification.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

PROPOSALS/BIDS/SUBMISSIONS OF QUALFICATIONS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL

SECTION B

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

All Responses submitted in response to the RFP/RFB/RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

INSTRUCTIONS:

a. Sign the Document
b. Submit with the Response

Signatures:

The person signing must be authorized to bind the Respondent.

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal/bid/submission of qualification that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal/bid/submission of qualification that:

> "The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore."

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer's obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

"I have read and understand the Disposition of Proposals/Bids/Submissions of Qualifications and agree that the City of Los Angeles may release any materials and information contained in the proposal/bid/submission submitted by the undersigned's firm in the event that the required hold harmless statement is not included in the Proposal/Bid/Submission of Qualification."

_____

Signature of person authorized to bind proposer Date

SECTION C

CHILD CARE POLICIES

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration **(must be signed in two [2] places)** may result in your response being deemed non-responsive.

INSTRUCTIONS:

1. Complete and sign the document in two (2) places.
2. Submit with the Response

CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

> THE CITY OF LOS ANGELES SHALL ENCOURAGE ALL ITS VENDORS TO ADOPT A STATED POLICY ON CHILD CARE. TO THE EXTENT PERMITTED BY LAW, VENDORS WITH STATED CHILD CARE POLICIES SHALL RECEIVE PREFERENCE IN CONTRACTING WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the "Child Care Declaration Statement" form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form".

III. Definition of a Stated Child Care Policy – A "Stated Child Care Policy" is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.

IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the "Child Care Declaration Statement."

A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

toddlers, preschoolers or school-age children; the center receives funds, goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.

D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

E. PAID PARENTAL LEAVE
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars ($5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

H. CHILD CARE REFERAL SERVICES
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

I. PARENTING SEMINARS
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. COUNSELING OF A SELF-SUPPORTING CENTER
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. START-UP OF A SELF-SUPPORTING CENTER
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS
Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.

N. FLEXIPLACE/WORK-AT-HOME
Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING
Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE
Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

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

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school- age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One	YES	NO
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	☐	☐
If YES, please attach a copy		
Part Two	☐	☐
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?		
If YES, please check which from(s) of assistance		
Level I Assistance	☐	☐
Subsidized company child care center	☐	☐
Subsidized Network of child care homes	☐	☐
Child care reimbursement in addition to other benefits	☐	☐
Child care reimbursement in a flexible benefit package	☐	☐
Paid parental leave	☐	☐
Purchase of spaces for employees in community child care program(s) (centers or homes)		
Level II Assistance	☐	☐
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	☐	☐
Child care referral services	☐	☐
Parenting seminars	☐	☐
Counseling on work/family issues	☐	☐
Start-up of a self-supporting center	☐	☐
Start-up contributions to a "consortium center"		
Level III Assistance	☐	☐
Flexible work hours	☐	☐
Flex-place/work-at-home	☐	☐
Permanent part-time/job sharing	☐	☐
Work-at-home following maternity leave	☐	☐
Unpaid parental leave	☐	☐
Donations to enhance child care programs		
Other: (Describe) _____		

I HAVE READ AND COMPLETED:

(Signed) (Date)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed: Expiration Date:

SECTION D

INFORMATION RELEASE FORM

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name:_____Title: _____

Signature:_____Date: _____

Firm's Name: _____ Phone: _____

Firm's Address:

_____

Street, City, State, Zip

SECTION E

SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the DO, any contract awarded pursuant to this RFB will be subject to the DO, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the DO may visit the Bureau of Contract Administration's web site at http://bca.lacity.org.

Slavery Disclosure Ordinance (SDO)

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865). https://bca.lacity.org/slavery-disclosure-ordinance-sdo

INSTRUCTIONS:

The selected Respondent shall electronically sign and complete the Slavery Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to the award of a City contract. If the respondent is exempt from this requirement, then the DO form shall be completed and submitted with the response.

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

This Affidavit must only be submitted once on LABAVN (www.labavn.org), but contractors are responsible for updating their Affidavit if changes occur to any information contained therein.

Questions regarding this Affidavit may be directed to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance. Website: http://bca.lacity.org/index.cfm; Phone: (213) 847-2625; E-mail: bca.eeoe@lacity.org.

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

1. I, [name] am authorized to bind contractually the Company identified below.

2. Information about the Company entering into a Contract with the City is as follows:

[company id] BAVN Company Id	[tax id] EIN/TIN

[company name]
Company Name

[company address] Street Address	[city] City	[state] State	[zip] Zip

[phone] Phone	[email] Email

3. The company came into existence in [year] (year).

4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):

   The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.

   The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.

   The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):

   The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.

   The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that Participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, [name]___, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

[name] [date]

Signature *Date*

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

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

DEFINITIONS

Affidavit means the form developed by the DAA and may be updated from time to time. The Affidavit need not be notarized but must be signed under penalty of perjury.

Company means any person, firm, corporation, partnership or combination of these.

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 rendering of any service to the City of Los Angeles or the public, which is let, awarded or entered into with or on behalf of the City of Los Angeles or any Awarding Authority of the City.

Enslaved Person means any person who was wholly subject to the will of another and whose person and services were wholly under the control of another and who was in a state of enforced compulsory service to another during the Slavery Era.

Investment means to make use of an Enslaved Person for future benefits or advantages.

Participation means having been a Slaveholder during the Slavery Era.

Predecessor Company means an entity whose ownership, title and interest, including all rights, benefits, duties and liabilities were acquired in an uninterrupted chain of succession by the Company.

Profits means any economic advantage or financial benefit derived from the use of Enslaved Persons.

Slavery means the practice of owning Enslaved Persons.

Slavery Era means that period of time in the United States of America prior to 1865.

Slaveholder means holders of Enslaved Persons, owners of business enterprises using Enslaved Persons, owners of vessels carrying Enslaved Persons or other means of transporting Enslaved Persons, merchants or financiers dealing in the purchase, sale or financing of the business of Enslaved Persons.

Slaveholder Insurance Policies means policies issued to or for the benefit of Slaveholders to insure them against the death of, or injury to, Enslaved Persons.

SECTION F

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/ FIRST SOURCE HIRING ORDINANCE

Equal Benefits Ordinance

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

The selected Respondent shall electronically sign and complete the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to award of a City contract valued at $5,000. The Equal Benefits Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA Bidders/Proposers do not need to submit supporting documentation with their proposal/bid/submission of qualification. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

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

First Source Hiring Ordinance

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars ($25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA.
Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at http://bca.lacity.org.
The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

INSTRUCTIONS:

a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at www.rampla.org.

b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) 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

BAVN Company Id: 10786 EIN/TIN: _____

Company Name: J and Y Inc - ITA TEST COMPANY

Company Address: 1234 N Main St

City: Los Angeles State: AL Zip: 70012

Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com

Approximate Number of Employees in the United States: 10

Approximate Number of Employees in the City of Los Angeles: 3

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."

SECTION 3. COMPLIANCE OPTIONS

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

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

☐ ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution.

As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at http://bca.lacity.org) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at http://bca.lacity.org) as described below.

During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Community Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

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. Furthermore, I understand that failure to comply 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 as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jon Doe, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jon Doe	26 July, 2016
Signature	*Date*

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

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

SECTION G

E-BIDDING COMPLIANCE DOCUMENTS

All Compliance Documents listed in the 'Compliance Document List' must be submitted via RAMP (e-bidding) for this opportunity by the bid due date.

INSTRUCTIONS:

Refer to the link below. This step-by-step guide will assist you through the e-bidding submission process.

https://www.youtube.com/watch?v=mgCUq8c4IlA