

**Port Police**

**Background Investigation Services**

**REQUEST FOR PROPOSALS**



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February 3, 2012

February 3, 2012

Prospective Consultants:

**SUBJECT: REQUEST FOR PROPOSALS FOR BACKGROUND INVESTIGATION SERVICES**

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals to provide background investigation services. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

Instructions and forms to be used in preparing the proposal are found in the information included in the Request for Proposals (RFP).

The schedule for this RFP will be as follows:

Request for Proposals Published	Friday, February 3, 2012
Questions Due	Friday, February 10, 2012
Responses Posted	Friday, February 17, 2012
Proposals Due	Friday, February 24, 2012 By 3 p.m.

If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For technical questions regarding this RFP, please contact Cheryl Jones, Contract Administrator by email at [Cjones@portla.org](mailto:Cjones@portla.org). For questions regarding the administrative requirements of this RFP, please contact Susana Eldridge, by email at [Seldridge@portla.org](mailto:Seldridge@portla.org). Questions must be submitted by Friday, February 10, 2012. Responses will be posted on the Harbor Department's website at [http://www.portoflosangeles.org/business/rfp\\_proposals.asp](http://www.portoflosangeles.org/business/rfp_proposals.asp) on Friday, February 17, 2012. It is the responsibility of any proposers to review the Port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

Prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

Sincerely,



TRICIA CAREY

Contracts & Small Business Enterprise Program Administrator

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Attachment A – Required Tasks to Perform Chart

Attachment B – Background Investigation Narrative Format

Attachment C – Travel Policies And Procedures

# 1. INTRODUCTION

## 1.1 Brief Overview of the Project

The Los Angeles Port Police is soliciting proposals from qualified consultants to provide background investigation services to the Office of the Chief of Police (OCOP) on an intermittent as-needed basis. The Port Police has the authority to conduct personnel security background investigations on prospective Port Police applicants, civilian employees including Port Security Officers, and other Harbor Department employees as assigned. The purpose of these investigations is to determine suitability for employment. Background investigations on Port Police applicants are to be conducted in accordance with California Commission on Peace Officer Standards and Training (POST) regulations.

The duration of the contract awarded as a result of this RFP is expected to be one year from the date of execution of the agreement, with two optional one-year renewal options.

## 1.2 The Port of Los Angeles

The Port of Los Angeles, Southern California's gateway to international commerce, is located in San Pedro Bay, 20 miles south of downtown Los Angeles. This thriving seaport not only sustains its competitive edge with record-setting cargo operations, but is also known for its groundbreaking environmental initiatives, progressive security measures and diverse recreational and educational facilities.

The Port of Los Angeles encompasses 7500 acres, covers 43 miles of waterfront and features 24 cargo terminals, including container, dry and liquid bulk, breakbulk, warehouse and automobile facilities. Combined, these terminals handle approximately 160 million metric revenue tons of cargo annually. In 2010, the Port moved 7.8 million TEUs, maintaining its rank as the number one containerport in the United States.

The Port of Los Angeles has a strong commitment to developing innovative strategic and sustainable operations that benefit the economy and the quality of life for the region and the nation it serves. As the leading seaport in North America in terms of shipping container volume and cargo value, the Port generates 830,000 regional jobs and \$35 billion in annual wages and tax revenues. A proprietary department of the City of Los Angeles, the Port is self-supporting and does not receive taxpayer dollars.

## 1.3 The Los Angeles Port Police

The Los Angeles Port Police is a Division of the Los Angeles Harbor Department. The Port Police are one of the few police forces in the nation dedicated exclusively to protection of around-the-clock port activities at a major port complex. Port Police jurisdiction includes the waterways extending from the inner port to the Los Angeles Breakwater, and the land areas and facilities adjacent to the port's waterways.

The Port Police maintain the safety and security of the Port and provide a safe environment that promotes uninterrupted port operations to facilitate the free flow of commerce. A primary responsibility of the Port Police is enforcement of the Port of Los Angeles Tariff. The Port Police are sworn peace officers and also enforce federal, state, and local public safety statutes as well as environmental and maritime safety regulations. Port Police missions include landside and marine patrols, sea marshals, canine patrols, commercial vehicle inspection, and dive operations.

Port Police headquarters and administration are located in the Harbor Administration Building in San Pedro. Other Port Police facilities and offices are located throughout the Port of Los Angeles area.

## **2. PROJECT DESCRIPTION**

### **2.1 Project Goals and Objectives**

The Port Police Division has the authority to conduct personnel security background investigations on prospective Port Police applicants, civilian employees including Port Security Officers, and other Harbor Department employees as assigned. The purpose of these investigations is to determine suitability for employment. Background Investigations on Port Police applicants are to be conducted in accordance with California Commission on POST regulations.

Approval by the Los Angeles Harbor Department of a contract and execution of such contract by the selected Consultant and the Executive Director do not guarantee that work will be offered.

It is the intent of the Port Police to select the Consultant who is most qualified in all aspects, including scope, availability and quality of services, reputation, and price. Multiple and/or partial awards may be issued if doing so would be in the best interest of the Port Police.

The successful Consultant will be expected to work closely with the designated Port Police representative (Manager of the Background Investigations Unit) to administer an effective and efficient program. Additionally, the selected Consultant must comply with all applicable laws and regulations including, but not limited to, California Business and Professions Code 37520 (**which requires a Private Investigators License for this work**) and the Investigative Consumer Reporting Act, CA Civil Code Section 1786.

The Consultant shall provide services to the Port Police as described herein which includes, but is not necessarily limited to, the provision of background investigation procedures and reports for the Port Police and Harbor Department positions of Port Police Officer, Reserve Port Police Officer, Port Security Officer, Port Civilian Employee, and Private Contractors to the Port Police or Harbor Department. With the exception of those tasks to be performed by Port Police background investigation personnel, the Consultant shall be solely responsible for the background investigation procedures as outlined in the Required Tasks to Perform (Attachment A). This task list may be expanded to meet future needs and/or legal requirements or standards.

It is anticipated that tasks numbered 1 through 7, 9 through 12, 15 through 17, and 30, on the Required Tasks to Perform (Attachment A), will be handled by Port Police with the resulting documents/photographs provided to the Consultant in a timely manner. However, the Consultant may be asked to perform any of the tasks listed in Attachment A with the exception of medical examinations as the Port Police Division will contract separately for this service.

## 2.2 Project Scope of Work

The following items will be part of the scope of work for this project. It should be noted this list may not be exhaustive and could be expanded to meet future needs and/or legal requirements or standards.

1. Review of Personal History Statement and a determination made as to whether any conflicts exist with any other information provided by either the candidate or developed in the course of the background investigation;
2. Conduct introductory interviews with each assigned candidate prior to commencement of the formal background investigation. Before each interview, Port Police will provide Consultant with background data on each candidate;
3. Review of the Pre-Investigative Questionnaire (PIQ) and the follow-up deemed necessary in response to candidate answers to PIQ questions;
4. Confirmation of educational history and education documents provided by candidate;
5. Receipt and review of Citizenship documents (if relevant) provided by candidate;
6. Employment history verifications, including review of personnel files and Internal Affairs files (if relevant);
7. Residential canvassing;
8. Receipt and review of marriage and divorce documents;
9. Spousal interviews;
10. Local law enforcement agency inquiries relevant to each candidate;
11. Perform investigations with respect to applicants' online lives and history via social networking sites, blogs, and similar internet-based services;
12. Conduct a "clarification interview" with candidate in response to any significant information developed as a result of the background investigation which is in conflict with information provided by the candidate;
13. Explore and investigate any concerns uncovered during the introductory interview, as well as any information developed during the course of the formal background investigation;
14. Notify the Port Police when significant information or concerns are found which cast a serious question as to the suitability of a candidate, assist in the determination as to whether to proceed with the background investigation, and prepare Summary Investigative Reports when a candidate is deemed "disqualified" based on POST background investigation standards;
15. At the conclusion of each background investigation, prepare a Background Investigation Narrative Report, using Microsoft Word, structured in the format shown in Attachment B;
16. When required by summons or other legal processes, or at the request of the Port Police, provide legal testimony on the background investigation services provided under the agreement;

17. Be available for and participate in meetings, trainings, and presentations as deemed necessary by the Port Police; and
18. Provide other tasks deemed necessary and requested by the Port Police and in conformance with the scope of work of the agreement.

All work shall be completed in conformance with the guidelines and standards as set out in the California POST Background Investigation Manual and Background Investigation Course (POST.TDB.01002). Additional information can be found on the following websites:

<http://www.post.ca.gov/background-investigation-manual-guidelines-for-the-investigator.aspx>

<http://www.post.ca.gov/publication-list.aspx>

The Consultant shall be able to provide background investigative services after normal business hours and on weekends and holidays. All travel by the selected Consultant must be pre-approved, in writing, by the Chief of Port Police or his designee. Additionally, travel expenses incurred will be reimbursed in accordance with the City of Los Angeles Travel Policies and Procedures. See Attachment C.

Consultants with multilingual capabilities are highly desired.

Background Investigation services shall not include medical or psychological examinations, as the Port Police Division will contract separately for those services with experts in those fields.

### **3. PROPOSAL REQUIREMENTS**

#### **3.1 Proposal Submission**

**One (1) original with five (5) copies of your proposal must be submitted on or before 3:00 p.m. on Friday, February 24, 2012 to:**

By Hand/Mail Delivery:     Contracts and Purchasing Division  
  ATTN: Tricia Carey  
  REF: Background Investigation Services  
  500 Pier 'A' Street  
  Wilmington, CA 90744

**Electronically transmitted proposals will not be considered.**

All proposals will be date stamped as the Harbor Department receives them. The proposal opening will not be open to the public. **Proposals must be no more than 30 double-sided pages (print on both sides of the page) or 60 single-sided pages (print on only one side of the page) on 8.5" x 11" paper, and no smaller than 11 point font. Required Exhibits are not counted as part of the page limitation.**

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered at the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the Harbor Department, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person or by mail.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

### 3.2 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by a Department evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) project organization, personnel, and staffing; 3) project approach, work plan, and timeline; 4) rates, fees, and budget control, and 5) quality and responsiveness of the proposal. See Exhibit E.

Selected proposers **may be** contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant. All recommendations are subject to the approval of the Chief of Port Police and the Board of Harbor Commissioners.

Proposers are advised that all documentation submitted in response to this RFP will become available to the public as a public record and may be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

### 3.3 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

Provide a narrative which introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

## 2. Firm Qualifications, Experience and References

Provide a narrative describing the firm's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. Include information regarding your firm's experience involving the size and level of complexity of the proposed project. Qualifications and experience for proposed subconsultants should also be included.

Additionally, include a narrative of your firm's expertise in the following areas:

- Peace Office Standards and Training (P.O.S.T.) Regulations established for the investigation of personal history information submitted by Peace Office candidates.
- Residential canvassing.
- Confidentiality laws.
- Investigation of applicants online lifestyles and personal history.
- Multilingual capabilities.

## 3. Project Organization, Personnel and Staffing

Provide a brief description of all key personnel and technical staff (including vendors, partners or subcontractors) to be involved and their relationship to the services to be provided.

- Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
- Identify the Project Manager for the proposed services.
- Complete resumes should be provided as part of an appendix to the proposal.
- Provide a project organization chart which depicts the organization of the project team, including reporting relationships to the Department's Project Manager and supervision of project team staff.
- Indicate the on-site availability for project manager as well as other staff during the lifetime of the project.

## 4. Project Approach and Work Plan

Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described earlier in this RFP.

- If specific project team members or vendors are critical to specific tasks, identify where they will be utilized and/or committed.
- Identify appropriate assumptions and considerations that could impact the scope and timeline for completing each task.

## 5. Timeline

While there will not be a fixed time limit for the submission of investigation results to the Port Police, include with the proposal an estimated time frame and project schedule for

completion of the proposed project approach and work plan that illustrates the duration of each task/subtask and identifies results and deliverable milestones.

## 6. Cost

Provide pricing and cost information for the project. Include hourly rates for all proposed team members and a total project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed subconsultants.

## 7. Contract Administrative Requirements

**In order for your proposal to be deemed responsive, the following documents MUST be included with your proposal:**

Provide with your proposal the Small/Very Small Business Enterprise Participation Affidavit and Contractor Description forms provided in this RFP as Exhibit B, fully filled out for your firm and any proposed subconsultants. The SBE participation will be 25%, including 5% VSBE.

Provide a letter from your insurance carrier indicating that the insurance requirements for this project as described in this RFP are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier must be aware of the indemnification requirements also set forth in this RFP. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award.

Proposers must submit CEC form (See Exhibit F). Proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

### 3.4 Checklist for RFP Submittal Requirements

A checklist is provided to assist in verification that all elements of the RFP have been addressed. However, firms are encouraged to review the entirety of the RFP, including the Standard Contract Provisions section, to ensure full compliance and not rely solely on this checklist. Proposals must be no more than 30 double-sided pages (print on both sides of the page) or 60 single-sided pages (print on only one side of the page) on 8.5" x 11" paper, and no smaller than 11 point font. Required Exhibits are not counted as part of the page limitation.

- Cover transmittal letter, signed by an authorized principal of the proposing consulting firm.
- Table of Contents, if included (not required).
- Proposal with the following sections, in order:
  - Firm Qualifications, Experience and References
  - Project Organization, Personnel and Staffing
  - Project Approach and Work Plan
  - Timeline
  - Cost
- Resumes for all proposed staff personnel provided in an appendix.
- Small/Very Small Business Enterprise Participation forms provided in this RFP are filled out providing requested information for prime and subconsultants:
  - Affidavit (Prime)
  - Contractor Description Form (Prime and any subconsultants)
- Letter from insurance carrier indicating ability to meet insurance requirements for this project, including general liability, professional liability, and workers' compensation.
- CEC Form 55 - Bidder Contributions

## 4. STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the Harbor Department. In submitting a proposal, proposer agrees to accept these terms without change. **If your firm cannot agree to the following requirements, exactly as set forth below, please do not submit a proposal.**

### 4.1 Affirmative Action

Consultant, during the performance of the Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of the agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit A.

### 4.2 Small/Very Small Business Enterprise Program

It is the policy of the Department to provide Small Business Enterprises (SBE) and Minority-Owned, Women-Owned, Disabled Veteran-Owned and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Consultant shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit B.

NOTE: Prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

### 4.3 Business Tax Registration Certificate

The City of Los Angeles, Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department. See Exhibit C.

### 4.4 Indemnity and Insurance Requirements

**REQUIRED AT PROPOSAL STAGE:** A letter from each proposer's broker must be

provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's coverage, or that the broker is able to provide such coverage should the proposer be selected. The broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award.

## 1. Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by Contractor or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City.

## 2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting your insurance documents. **Track4LA™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA's™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. Your insurance broker or agent shall obtain access to **Track4LA™** at <http://track4la.lacity.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

## 3. General Liability Insurance

Consultant shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property

damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Consultant's normal limits of liability but not less than One Million Dollars (\$1,000,000.00) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant provides pyrotechnics, Pyrotechnics Liability shall be provided as above. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include a Waiver of Subrogation in favor of the Port, and an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/>.

#### 4. Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this "Agreement". This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has professional liability insurance in the amount of One Million Dollars (\$1,000,000.00), which covers work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Each policy shall include a Waiver of Subrogation in favor of the Port, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/>.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

## 5. Workers' Compensation and Employer's Liability

Consultant shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the Consultant shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Consultant shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such worker's compensation and occupational disease requirements shall include coverage for all employees of Consultant, and for all employees of any subcontractor or other vendor retained by Consultant. Your insurance broker or agent shall submit for approval on your behalf said insurance to the City's online insurance compliance system **Track4LA™** at <http://track4la.lacity.org/>.

## 4.5 Conflict of Interest

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

## 4.6 Compliance with Applicable Laws

Consultant shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of the Executive Director.

## 4.7 Governing Law / Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

## 4.8 Termination Provision

The Board of Harbor Commissioners, in its sole discretion, shall be able to terminate and cancel all or any part of the Agreement it enters into with the selected Consultant for any reason upon giving the Consultant ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Consultants to perform the services described in the Agreement either during or after the term of the Agreement.

## 4.9 Proprietary Information

1. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Consultant hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims whether presently existing or arising in the future, whether or not presently known. Consultant need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Consultant, its Subconsultants or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

2. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Consultant, its officers, agents, employees, or Subconsultants, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Consultant, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Consultant, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

#### 4.10 Trademarks, Copyrights, and Patents

Consultant agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Consultant in the performance of this Agreement.

#### 4.11 Confidentiality

The data, documents, reports or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Consultant is required to safeguard such information from access by unauthorized personnel.

#### 4.12 Notices

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage paid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Executive Director of \_\_\_\_\_, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant shall be addressed to it at the address set forth above. Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

#### 4.13 Termination Due to Non-Appropriation of Funds

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Consultant is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Consultant is not obligated to perform any work under the Agreement

in any fiscal year in which no appropriation for the Agreement has been made, the Consultant agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60 day period. The Consultant is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

#### 4.14 Taxpayer Identification Number

The Internal Revenue Service (IRS) requires that all Consultants and suppliers of materials and supplies provide a Taxpayer Identification Number (TIN) to the party that pays them. Consultant declares that its authorized Taxpayer Identification Number (TIN) is \_\_\_\_\_ . No payments will be made under the Agreement without a valid TIN.

#### 4.15 Service Contractor Worker Retention Policy and Living Wage Policy Requirements

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

#### 4.16 Wage and Earnings Assignment Orders/Notices of Assignments

Consultant and/or any subconsultant are obligated to fully comply with all applicable state and federal employment reporting requirements for the Consultant and/or subconsultant's employees.

Consultant and/or subconsultant shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. Consultant and/or subconsultant will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code § 5230 et seq. Consultant or subconsultant will maintain such compliance throughout the term of the Agreement.

#### 4.17 Equal Benefits Policy

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution

No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit D.

#### 4.18 State Tidelands Grants

The Agreement will be entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the Agreement will at all times be subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929, (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Consultant agrees that any interpretation of the Agreement and the terms contained therein must be consistent with such limitations, conditions, restrictions and reservations.

#### 4.19 Contract Solicitations Charter Section 470 (c) (12)

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

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

## **EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

### **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 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, domestic partner 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, domestic partner 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, domestic partner status, or medical condition.
  
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the 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 workforce 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 workforce or replacement of those employees who leave

- the workforce 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.

## **EXHIBIT B – SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM**

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBES). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBES, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner.

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be 25%, including 5% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is 561611. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$12.5 million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on the City's Contracts Management and Opportunities Database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

## AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on **the attached Contractor Description Form** is true and correct and include all material information necessary to identify and explain the operations of

---

Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company:  SBE     VSBE     MBE     WBE     DVBE     OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

Signature \_\_\_\_\_ Title \_\_\_\_\_

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

### NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared

\_\_\_\_\_ to me personally known, who being duly sworn, did execute the

Name

foregoing affidavit, and did state that he/she was properly authorized by \_\_\_\_\_

Name of Firm

to execute the affidavit and did so as his or he free act and deed.

SEAL

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

# Contractor Description Form

## PRIME CONTRACTOR

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

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

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

Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

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

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

Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

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

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

Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

# Contractor Description Form

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

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

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

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

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

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

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)

Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_

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

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

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

## **Exhibit C - Business Tax Registration Certificate (BTRC) Number**

The City of Los Angeles, Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance, has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to [www.lacity.org/finance](http://www.lacity.org/finance), to download the business tax registration application.

### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(213) 473-5901

## **Exhibit D- Equal Benefits Ordinance**

### **Sec. 10.8.2.1. Equal Benefits Ordinance.**

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

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

#### **(c) Equal Benefits Requirements.**

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

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

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

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

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

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

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

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

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

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

(e) Applicability.

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

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

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

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

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

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

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

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

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

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

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

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

## EXHIBIT E

### RFP SELECTION EVALUATION FORM

**PROJECT:** BACKGROUND INVESTIGATION SERVICES

**SCORING GUIDELINES:**

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighing Factor: Input using a range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. You may use each number (1 through 6) more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20. Example: 3+2+6+4+5=20 or 3+3+3+6+5=20


Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	How long has the company been in business? Has the company done similar work? Level of expertise in subject matters areas?		<b>6</b>	
B. Project Organization, Personnel and Staffing	Qualification and experience of proposed personnel for requested services? On-site availability of team and project manager? Locally based firm or team?		<b>5</b>	
C. Project Approach, Work Plan, and Timeline	Quality of proposed work plan to meet project requirements? Quality of timeline?		<b>3</b>	
D. Rates, Fees and Budget Control	Competitive rates and fees proposed? Are proposed budget management, fees and staff hours proposed and clearly defined?		<b>3</b>	
E. Quality and Responsiveness of the Proposal	Is the proposal clear and understandable? Does the proposal meet all of the RFP requirements?		<b>3</b>	
	<b>Maximum points possible=100</b>		<b>A+B+C+D+E=20</b>	<b>Total Points=</b>

# EXHIBIT F

	<p>City Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 Mail Stop 129 (213) 978-1960</p>	<h2 style="margin: 0;">Bidder Contributions</h2> <h3 style="margin: 0;">CEC Form 55</h3>
<b>ALL BOXES MUST BE COMPLETED</b>		
Bid/Contract Number: _____	Date Bid Submitted: _____	
Description of Contract: _____		
Department: _____		
<b>BIDDER</b>		
Name: _____		
Address: _____		
Email (optional): _____ Phone: _____		
<b>PRINCIPALS</b>		
<p>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.</p>		
Name: _____ Title: _____		
Name: _____ Title: _____		
Name: _____ Title: _____		
Name: _____ Title: _____		
Name: _____ Title: _____		
<input type="checkbox"/> _____ additional sheets are attached.		
<input type="checkbox"/> Bidder is an individual with no principals.		
<b>SUBCONTRACTORS</b>		
<p>Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary).</p>		
Subcontractor: _____		
Subcontractor: _____		
Subcontractor: _____		
Subcontractor: _____		
<input type="checkbox"/> _____ additional sheets are attached.		
<input type="checkbox"/> Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.		



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

## Bidder Contributions CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 1 (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 or are authorized by the bid or proposal to represent the subcontractor before the City.

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

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

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

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

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

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

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

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

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

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

Of the subcontractors identified on page 1, the following are individuals with no principals (attach additional sheets if necessary):

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

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 will notify my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify that the information provided above is true and complete. I understand that I must amend this form within five business days if the information above changes.

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

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

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

*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.*

## **ATTACHMENT A**

### **REQUIRED TASKS TO PERFORM CHART AS REQUIRED BY POST AGENCY REQUEST**

**LA Port Police Background Investigations  
Required Tasks to Perform  
Background Investigations Unit**

Type of Background Investigation to be Performed	Police Officer / Reserve Officer / Dispatcher	Port Police Security Officer	Port Police Civilian	Consultants
✓ = Required	POST Approved – Full Scope	Listed & Discretionary	Listed & Discretionary	Listed & Discretionary

	Tasks and Documents	Police & Reserve Officer / Dispatcher	Port Police Security Officer	Port Police Civilian	Consultant
1	Employment Status	F/T Peace Officer Sworn & F/T Dispatcher	F/T Security Officer – Non-Sworn	Full & Part Time Civilian	Full & Part Time Civilian
2	Personal History Form (PHF)	✓	✓	✓	✓
3	Pre-Investigative Questionnaire/Interview with Investigator	✓	✓	✓	✓
4	No Feedback Form	✓	✓	✓	✓
5	Lateral Acknowledgement Form (if employed by other PD/City)	✓	As Needed	As Needed	N/A
6	Statement Pending Background Completion	✓	✓	✓	✓
7	Candidate Photograph	✓	✓	✓	✓
8	Certified Birth Certificate	✓	✓	✓	✓
9	DOJ state Criminal History (Livescan)	✓	✓	✓	✓
10	DOJ Firearms Approval (Livescan)	✓	✓	✓	✓
11	FBI Federal Criminal History (Livescan)	✓	✓	✓	✓
12	Child Abuse Livescan Response (Livescan)	✓	✓	✓	✓
13	Local Law Enforcement Agency Contact Information	✓	✓	✓	✓
14	County Law Enforcement Agency Contact Information	✓	✓	✓	✓
15	Printout from DMV	✓	✓	✓	✓
16	Driving History	✓	✓	✓	✓
17	Driver's License: Copy	✓	✓	✓	✓
18	Social Security Card Copy	✓	✓	✓	✓
19	Credit Report/Debt Resolution	✓	✓	✓	✓
20	Bankruptcy Research	✓	✓	✓	✓
21	Proof of Education	✓	✓	✓	✓
22	Education: Transcripts/Degree(s)/Certificates	✓	✓	✓	✓
23	Citizenship Documents	✓	✓	✓	✓
24	Military Verification' Records	✓	✓	✓	✓
25	Employment History – 10 yrs Verification (Including Review of Personnel / IA Files)	Face to Face or Letters if not able	Face to Face or Letters if not able	Current and Like: Face to Face Prior 5 Years: Letters	Current / Last Prior: Face to Face
26	Residential Canvassing with Current Contact & Previous Neighbors (When Practical)	Face to Face or Letters if not able	Face to Face or Letters if not able	N/A	N/A
27	Reference Checks	✓	✓	✓	✓
28	Marriage / Divorce Documents	✓	✓	✓	✓
29	Spousal Interview (Current/Former)	✓	As Needed	N/A	N/A
30	Tattoo(s) Examination & Photographing	✓	✓	✓	✓
31	Polygraph / Voice Stress Analysis	Sworn – Required Dispatcher – Dependent on Background Results	Dependent on Background Results	Dependent on Position	N/A
32	Medical Exam	✓	✓	✓	N/A

**ATTACHMENT B**  
**BACKGROUND INVESTIGATION NARRATIVE FORMAT**

**CONFIDENTIAL**

To: Ronald J. Boyd, Chief of Police

From: \_\_\_\_\_, Background Investigator

Date: Date Typed and submitted

Subject: Background Investigation – Police Officer Candidate \_\_\_\_\_

**BACKGROUND INVESTIGATION:**

**PERSONAL:**

No/ negative or disqualifying material developed.

**MARITAL STATUS:**

No/negative or disqualifying material developed.

**EDUCATION:**

No/Negative or disqualifying material could be determined.

**RESIDENCES:**

No/ negative or disqualifying material developed.

**EXPERIENCE AND EMPLOYMENT:**

No/Negative and disqualifying material developed.

**REFERENCES:**

No/ negative or disqualifying material developed.

**MOTOR VEHICLE OPERATION:**

No/Negative or disqualifying material developed.

**LEGAL:**

No/ negative or disqualifying material developed.

**FINANCIAL RESPONSIBILITY:**

No/Negative or disqualifying material developed.

**MILITARY SERVICE:**

No/ negative or disqualifying material developed.

**ADDITIONAL INFORMATION:**

No/Negative or disqualifying material developed.

**BACKGROUND SUMMARY:**

FORM GEN. 160 (REV. 6-80)

**CITY OF LOS ANGELES**  
INTER-DEPARTMENTAL CORRESPONDENCE



DATE: July 14, 2008

MEMORANDUM NO. 08-024

TO: All City Office/Department Heads

FROM: Rushmore D. Cervantes, Chief Deputy Controller

SUBJECT: CITY TRAVEL POLICIES AND PROCEDURES

City travel is governed by the Internal Revenue Service (IRS) Code, Administrative Code, and City Controller Policy. The City Travel Policies and Procedures are published by this Office and are updated regularly.

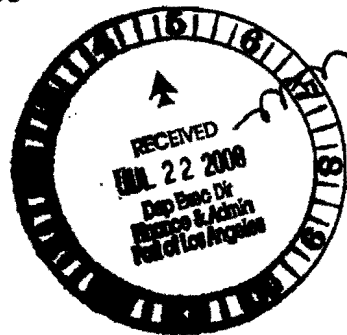
Attached, you will find the City's revised policies and procedures, which include changes to the following:

1. Cash Advances
2. Checked Baggage Fees
3. Meal Allowances
4. Meal Receipts
5. Gratuities
6. Ground Transportation expenses

The policy changes in this memorandum supersede existing policy statements for these items, and where applicable, the User Department Manual previously published by this Office. The Controller User Department Manual is currently being updated to reflect these changes.

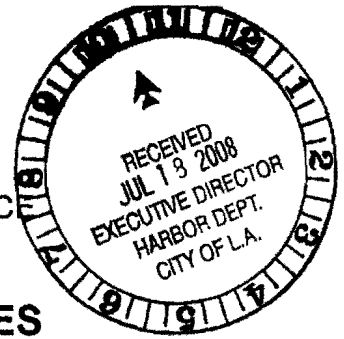
Questions related to these changes may be directed to Nell Dizon, Controller's Office at (213) 978-7355.

cc: Department Chief Accounting Employees  
Department Travel Coordinators



7/18/08 orig to mc.

CITY OF LOS ANGELES  
DEMAND AUDIT DIVISION, CONTROLLER'S OFFICE



**TRAVEL POLICIES AND PROCEDURES**  
UPDATED: JULY 14, 2008

Effective immediately, the following changes to City Travel Policies and Procedures will be in effect:

1. Cash Advances

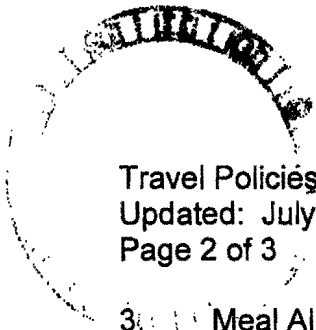
- a. DOMESTIC TRAVEL - Cash advances for domestic travel will now be subject to Controller's pre-approval. Controller's Office will allow cash advances only if the following conditions are met:

Request for cash advances must be approved by Department Head. The request should include:

- A justification letter stating the traveler will be subjected to a financial hardship without a cash advance; and
  - A statement certifying that the traveler has no outstanding cash advance. (Note: monitoring cash advances will continue to be each department's responsibility.)
- b. INTERNATIONAL TRAVEL - Cash advances for international travel will continue to be processed by the Controller's Office, based on the current federal per diem rate.
- c. Request for cash advance must be submitted to the Controller's Office at least 10 business days before the trip.
- d. Outstanding advances not accounted for within 120 calendar days will now be included as part of an employee's wages on the first payroll period of the subsequent calendar quarter following the end of 120 calendar days. This amount will be subject to income and employment taxes for the period. (Per IRS Federal, State, Local Government Taxable Fringe Benefit Guide, January, 2008).
- e. Personal expense statements for travel without cash advance will be expeditiously processed to allow for quick reimbursement.

2. Checked Baggage Fees

Recent changes to airline policies included charging of fees related to checked baggage. In cases where the traveler is charged for the first checked bag, the City will reimburse for this fee. Baggage fees for additional items will not be automatically reimbursed unless a justification for a business need is provided.



Travel Policies and Procedures

Updated: July 14, 2008

Page 2 of 3

3. Meal Allowances

- a. Starting July 1, 2008, the meal allowance rate for domestic travel will increase to \$60 per day **including** incidental expenses. IRS defines incidental expenses (under Publication 463) as:
  - Fees and tips given to porters, baggage carriers, bellhops, hotel maids/servants, stewards or stewardesses and others.
  - Transportation in acquiring meals (this does not include transportation from home to airport and from airport to conference location and back)
- b. For international travel, meal and incidental allowances will be provided according to the Federal per diem rate guideline. Refer to the following website for information: <http://perdiem.hqda.pentagon.mil/perdiem/>. A link is also provided in the Controllers intranet under *GUIDES TO DEPARTMENTS / TRAVEL / REFERENCE / federal per diem*.
- c. Meal and incidental allowance will be prorated at 75% of the daily allowance as follows: (Prorating of meal and incidental allowance is specified under IRS Publication 463.)
  - On the first day of travel, if flight leaves after 2PM;
  - On the last day of travel, if flight arrives before 2PM;
  - When some meals are provided as part of the conference

Note: No meal allowance will be provided when meals are provided throughout the day by the host or as part of a conference.

- d. Meals and incidental expenses in excess of the set domestic stipend or international federal per diem allowance will **not** be reimbursed.

4. Meal Receipts

Meal receipts **do not** have to be presented to receive the meal and incidental allowance per day of business travel except for grant funded travels where the grantor requires complete documentation of travel expenses.

5. Gratuities

Gratuities will now be included as part of the Meal and Incidental allowance. There will be no additional reimbursement for gratuities.

6. Ground Transportation Expenses

The least expensive and most practical form of public transportation shall continue to be reimbursed taking into consideration such factors as time and availability. Ground transportation means transportation from home to airport and back and from airport to conference location and back.

Transportation in acquiring meals will not be reimbursed. This expense is considered an incidental expense as discussed under item 3a above and will be covered by the daily meal and incidental stipend.

Travel encumbrances will continue to be based on the prevailing CAO per diem rates for domestic travel. International travel will be based on the federal per diem rates.

The policy changes in this update supersede existing policy statements for these items, and where applicable, the User Departmental Manual previously published by this Office.

RDC:ST:MC:YH:ND