

AGENDA

BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES

Wednesday, March 16, 2016 at 9:30 a.m.

Pan Pacific Recreation Center
7600 Beverly Boulevard
Los Angeles, CA 90036

SYLVIA PATSAOURAS, PRESIDENT
LYNN ALVAREZ, VICE PRESIDENT
MELBA CULPEPPER, COMMISSIONER
MISTY M. SANFORD, COMMISSIONER
IRIS ZUÑIGA, COMMISSIONER

EVERY PERSON WISHING TO ADDRESS THE COMMISSION MUST COMPLETE A SPEAKER'S REQUEST FORM AT THE MEETING AND SUBMIT IT TO THE COMMISSION EXECUTIVE ASSISTANT PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM.

PURSUANT TO COMMISSION POLICY, COMMENTS BY THE PUBLIC ON AGENDA ITEMS WILL BE HEARD ONLY AT THE TIME THE RESPECTIVE ITEM IS CONSIDERED, FOR A CUMULATIVE TOTAL OF UP TO FIFTEEN (15) MINUTES FOR EACH ITEM. ALL REQUESTS TO ADDRESS THE BOARD ON PUBLIC HEARING ITEMS MUST BE SUBMITTED PRIOR TO THE BOARD'S CONSIDERATION OF THE ITEM. COMMENTS BY THE PUBLIC ON ALL OTHER MATTERS WITHIN THE SUBJECT MATTER JURISDICTION OF THE BOARD WILL BE HEARD DURING THE "PUBLIC COMMENTS" PERIOD OF THE MEETING. EACH SPEAKER WILL BE GRANTED TWO MINUTES, WITH FIFTEEN (15) MINUTES TOTAL ALLOWED FOR PUBLIC PRESENTATION.

1. SPECIAL PRESENTATIONS

- Special Introduction and Opening Remarks by Councilmember David E. Ryu's Office, Fourth Council District
- Introduction of Pan Pacific Recreation Center Staff

2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of March 2, 2016
- Approval of Minutes for the Special Meeting of March 2, 2016

3. GENERAL MANAGER'S REPORTS

- | | |
|--------|--|
| 16-066 | Various Communications |
| 16-067 | LA84 Foundation 2016 Summer Swim Program – Authorization to Submit Grant Application; Acceptance of Grant Funds |
| 16-068 | LA84 Foundation 2016-17 Girls Softball League Grant – Authorization to Submit Grant Application; Acceptance of Grant Funds |
| 16-069 | Partnership Division – Donation from Los Angeles Clippers, Inc., for Continued Support of the Junior Clippers Basketball Program |

March 16, 2016

- 16-070 Los Angeles Parks Foundation – Quarterly Report of Gifts and Donations Provided for the Benefit of Los Angeles City Parks During the Periods of April 2015 through June 2015, July 2015 through September 2015, and October 2015 through December 2015
- 16-071 Baldwin Hills Recreation Center – Agreement with Miracle League Los Angeles for the Operation of a Baseball League for Persons with Special Needs
- 16-072 Pan Pacific Recreation Center – Acceptance of Donation from Amar’e Stoudemire
- 16-073 Reseda Multipurpose Center – Approval for ONEgeneration, a California Non-Profit Corporation, to Exercise its Option to Extend the Term of Lease for an Additional Ten (10) Year Period for Continued Operation and Maintenance
- 16-074 Lincoln Park Pool and Bathhouse Replacement Project (PRJ1504P) (W.O. #E1907715) – Land and Water Conservation Fund Program – Submit Grant Application; City Council Resolution; Grant Acceptance
- 16-075 Gaffey Street Pool – Pool and New Bathhouse Restoration (PRJ20726) (W.O. #E1907453F) Project – Release of Stop Payment Notice on Construction Contract No. 3514
- 16-076 Park Playground and Exercise Equipment – Piggyback on Contract Between the Interlock Purchasing System and Landscape Structures, Inc. for the Purchase and Installation of Park Playground and Exercise Equipment, Surfacing, Site Furnishing, and Other Related Products and Services
- 16-077 Fence Installation, Maintenance and/or Repairs – Request for Qualifications

4. UNFINISHED BUSINESS

- 16-062 Continued Item EXPO Center – Lease and Operating Agreements with the State of California for the Use of State Property for Access and Continued Operation of the Soboroff Playfield; Exemption from the California Environmental Quality Act (Original Date – March 2, 2016)

5. NEW BUSINESS

- Verbal Informational Report – Greek Theatre Updates
- Verbal Informational Report – Recreation and Parks Strategic Planning Update

6. COMMISSION TASK FORCES

- Commission Task Force on Concessions Report – Commissioners Zuñiga and Culpepper
- Commission Task Force on Facility Repair and Maintenance Report – Commissioners Sanford and Alvarez

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7. GENERAL MANAGER'S ORAL REPORT

Report on Department Activities and Facilities

8. PUBLIC COMMENTS

Any comments that require a response or report by staff will be automatically referred to staff.

9. FUTURE AGENDA ITEMS

Requests by Commissioners to Schedule Specific Items on Future Agendas

10. NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, April 6, 2016, 9:30 a.m., at EXPO Center Comrie Hall, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

11. ADJOURNMENT

Under the California State Ralph M. Brown Act, those wishing to make audio recordings of the Commission Meetings are allowed to bring tape recorders or camcorders in the Meeting.

Sign language interpreters, assistive listening devices, or any auxiliary aides and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting you wish to attend. For additional information, please contact the Commission Office at (213) 202-2640.

Finalization of Commission Actions: In accordance with City Charter, actions that are subject to Section 245 are not final until the expiration of the next five meeting days of the Los Angeles City Council during which the Council has convened in regular session and if Council asserts jurisdiction during this five meeting day period the Council has 21 calendar days thereafter in which to act on the matter.

Commission Meetings can be heard live over the telephone through the Council Phone system. To listen to a meeting, please call one of the following numbers:

| | |
|---------------------------|-----------------------|
| from Downtown Los Angeles | (213) 621-CITY (2489) |
| from West Los Angeles | (310) 471-CITY (2489) |
| from San Pedro | (310) 547-CITY (2489) |
| from Van Nuys | (818) 904-9450 |

For information, please go to the City's website: <http://ita.lacity.org/ForResidents/CouncilPhone/index.htm>

Information on agenda items may be obtained by calling the Commission Office at (213) 202-2640. Copies of the agenda and reports may be downloaded from the Department's website at www.laparks.org.

REGULAR MEETING MINUTES

BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES

Wednesday, March 2, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting at EXPO Comrie Hall at 9:30 a.m. Present were President Sylvia Patsouras, Vice President Lynn Alvarez, Commissioner Misty M. Sanford, and Commissioner Iris Zuñiga. Also present were Kevin Regan, Assistant General Manager, and Deputy City Attorney IV Anthony-Paul Diaz.

The following Department staff members were present:

Vicki Israel, Assistant General Manager, Partnership and Revenue Branch
Ramon Barajas, Assistant General Manager, Planning, Construction and Maintenance Branch
Noel Williams, Chief Financial Officer, Finance Division
Sophia Pina Cortez, Superintendent, Operations Branch

APPROVAL OF THE MINUTES

Commissioner Zuñiga moved that the Board approve the Minutes of the February 17, 2016 Regular Meeting, which was seconded by Commissioner Sanford. There being no objections, the Motion was unanimously approved.

GENERAL MANAGER'S REPORTS

16-058

VARIOUS COMMUNICATIONS

16-059

PARTNERSHIP DIVISION – IN-KIND DONATION RECEIVED FROM LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH – MATERNAL, CHILD & ADOLESCENT HEALTH PROGRAMS, IN SUPPORT OF VARIOUS PARK FACILITIES AND RECREATIONAL PROGRAMS

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented General Manager's Report No. 16-059 for acceptance of an in-kind donation valued at \$4, 102.00 from the Los Angeles County Department of Public Health – Maternal, Child & Adolescent Health Programs.

16-060

GRIFFITH OBSERVATORY – DONATION FROM FRIENDS OF THE OBSERVATORY TO SUPPORT THE GRIFFITH OBSERVATORY SCHOOL PROGRAM IN SCHOOL YEAR 2015-2016

Dr. Laura Danley, Education Curator of the Griffith Observatory, presented General Manager's Report No. 16-060 for the acceptance of a donation in the amount of \$175,000.00 from the Friends Of The Observatory to support the Griffith Observatory School Program during the 2015-16 school year.

March 2, 2016

16-061

WESTCHESTER SENIOR CENTER – CASH DONATION FROM RUTH PHELPS TRUST

Joel Alvarez, Senior Management Analyst II of the Partnership Division, presented General Manager's Report No. 16-061 for acceptance of a cash donation in the approximate amount of \$70,000.00 from The Ruth Phelps Trust to be used for program enhancements and general purposes related to the operation of the Westchester Senior Center.

16-062

EXPO CENTER – LEASE AND OPERATING AGREEMENTS WITH STATE OF CALIFORNIA FOR THE USE OF STATE PROPERTY FOR THE USE OF STATE PROPOSER FOR ACCESS TO, AND CONTINUED OPERATION OF, THE SOBOROFF PLAYFIELD

Belinda Jackson, Executive Director of EXPO Center, presented General Manager's Report No. 16-062 for approval of the Lease and Operating Agreements with the State of California (State), acting through the Sixth District Agricultural Association also known as the California Science Center, for the use of the property owned by the California Science Center referred to as the Soboroff Playfield (Playfield) for sports related and EXPO Center related uses. The Informational Report presented on September 2, 2015 outlined the terms and conditions of the Lease and Operating Agreements for the Playfield. The proposed Lease and Operating Agreements would result in annual cost savings of approximately \$310,000, and would eliminate the Department's obligation to cover the Playfield for parking spaces during events at the Los Angeles Coliseum. The Department has agreed to a one-time capital improvement for an expanded parking plan that would create additional parking spaces in order to meet the Department's obligation to provide 325 parking spaces for University of Southern California (USC) games and three major events. The Playfield is currently utilized by 30 local schools, and by two partners that provide free soccer programs to approximately 1,300 youth participants. The tile installation process has resulted in loss of utilization of the Playfield due to the amount of time and work involved in transitioning the Playfield into a parking lot prior to and after USC games and events.

The Board and Department staff discussed the potential consequences if the Board were to reject the proposed terms and conditions of the Lease and Operating Agreements, the negotiation process between the Department and the California Science Center Board of Directors, the initial sustainability plan for maintenance of the Playfield, cost factors and loss of utilization involved in the tile installation process to cover the Playfield for parking spaces during USC games and major events, and the potential loss of landscaping components in the area where the Department has proposed to build 54 parking spaces pursuant to the negotiated terms and conditions. Commissioner Sanford requested that the Department work with the California Science Center on potential aesthetic improvement projects for the parking lots owned by the State. Executive Director Jackson reported on her involvement in a five-year strategic plan with the State and USC which includes beautification plans for the southern side of Exposition Park. Assistant General Manager Kevin Regan discussed the Department would be able to benefit from the proposed terms and conditions by eliminating the need to cover the Playfield for the transition into a parking lot, provide free parking for patrons, and maximize parking revenue.

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The Board requested that Department staff report back with design options that could accommodate the 54 parking spaces with aesthetic landscaping components and a permeable surface for alternative usage.

Commissioner Zuñiga moved that General Manager's Report No. 16-062 be placed on hold so that Department staff can report back on design options and potential alternative uses for the proposed parking lot that would accommodate the 54 additional parking spaces. Commissioner Alvarez seconded the Motion. The Motion was approved by the following vote: Ayes: Commissioners Alvarez, Zuñiga, and President Patsaouras – 3; Nays: Commissioner Sanford – 1.

16-063

WEBXPRESS GATEWAY SYSTEM CONTRACT – EXEMPTION
FROM CHARTER SECTION 1022

Noel Williams, Chief Financial Officer, presented General Manager's Report No. 16-063 for the Board's finding to exempt the proposed contract with Plug'N Play Technologies, Inc. from a Charter Section 1022 determination based on the fact that the proposed contract does not have a labor component. The proposed contract was approved by the Board on December 9, 2016 for the purchase and setup of the WebXpress Gateway system for the recreation management and reservation system.

16-064

RUNYON CANYON – TEMPORARY CLOSURE

Joe Salaces, Superintendent of Griffith Region, presented General Manager's Report No. 16-064 for authorization of a four-month closure of Runyon Canyon Park from April 1, 2016 through July 31, 2016 for a water system improvement project (Project) to be undertaken by the Los Angeles Department of Water and Power (LADWP) to repair a one-mile stretch of deteriorated pipeline. Community outreach efforts have been coordinated by Councilmember David Ryu's Office, Fourth Council District. Managing Water Utility Engineer Steven Cole of LADWP discussed the Project and signage plan to inform the general public of the temporary closure, and affirmed LADWP's commitment to complete the Project within the four-month timeline. Commissioner Sanford requested that LADWP put up billboards and signage at every entry point to Runyon Canyon Park, work with the Los Angeles County Metropolitan Transit Authority to advertise the temporary closure on Metro transit lines, and provide status reports on a biweekly basis during Regular Board Meetings once the Project commences. Commissioner Alvarez requested that the temporary closure be advertised on the Department's website, and to notify Google and other destination locators of the temporary closure. Commissioners Alvarez and Sanford also requested a report to the Facility Repair and Maintenance Task Force and the Board regarding the design and aesthetics of the surface material that will be used for the resurfacing of the one-mile stretch of pipeline. Managing Water Utility Engineer Cole reported that LADWP will advertise the temporary closure on billboards and electronic message boards, social media, and will work with Google and other destination locators to advertise the temporary closure.

Public comments were invited for the General Manager's Reports; however, no requests for public comment were received.

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President Patsouras requested a Motion to approve the General Manager's Reports as presented, with the exception of General Manager's Report No. 16-062 which was held for further consideration. Commissioner Sanford moved that the General Manager's Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Zuñiga seconded the Motion. There being no objections, the Motion was unanimously approved.

NEW BUSINESS:

- Chief Sustainability Officer Matthew Rudnick provided a verbal informational report regarding the status of the Department's strategic planning process. A Special Board Meeting was held on February 25, 2016 to involve the Board Members in the strategic planning process. NPO Solutions is continuing with key stakeholder interviews, and will present a comparative analysis on other large park systems. Another strategic planning session will be scheduled in approximately four weeks for a continued discussion on the strategic initiatives.
- Management Assistant Meghan Luera of Planning, Construction and Maintenance Branch, provided a verbal informational report regarding the existing Quimby recreational credits and exemptions included in Los Angeles Municipal Code (LAMC) Section 17.12, and the developer credits included in the proposed ordinance that would amend the LAMC Sections related to Quimby Fees. The Board and Department staff discussed the proposed developer credits.
- Assistant General Manager Vicki Israel provided a verbal informational report regarding the Greek Theatre. A total of 62 contracted shows have been confirmed for the 2016 Season. SMG is fully staffed and operational within the Greek Theatre. A job fair is scheduled on Saturday, March 5, 2016 for Greek Theatre staff positions. The Box Office will be open on Saturdays from 10:00 a.m. to 4:00 p.m. A Movie Night is scheduled on April 9, 2016 as a free event open to the community. The Board and Department staff discussed the ticket sales to date, the status of the Greek Theatre website and concession services, and the shuttle services to be provided by DASH.
- Superintendent Cathie Santo Domingo of Planning, Construction and Maintenance Branch presented the Informational Report on the Los Angeles Countywide Parks Needs Assessment, and discussed the community outreach efforts and meetings held throughout the 43 Study Areas within the City of Los Angeles limits. The Board and Department staff also discussed the Department's overarching priority projects and the prioritization of projects identified by community members.

COMMISSION TASK FORCES

- Commission Task Force on Concessions Report (Commissioners Zuñiga and Culpepper)
There was no report for the Commission Task Force on Concessions.
- Commission Task Force on Facility Repair and Maintenance (Commissioners Sanford and Alvarez)
There was no report for the Commission Task Force on Concessions.

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GENERAL MANAGER'S ORAL REPORT

Assistant General Manager Kevin Regan reported on Department activities, facilities, and upcoming events. Runyon Canyon Park will be temporarily closed from April 1, 2016 through July 31, 2016 for the LADWP Water System Improvement Project; however, the yoga field will remain open throughout the construction process. A Griffith Park Circulation and Parking Enhancement Plan Update Meeting is scheduled on Wednesday, March 9, 2016 at 7:00 p.m. in Chevy Chase Recreation Center. The National Women and Girls HIV/AIDS Awareness Festival is scheduled on Thursday, March 10, 2016 at the Levitt Pavilion in MacArthur Park. A Community Needs Assessment Meeting is scheduled on Monday, March 14, 2016 to discuss further developments to the South Los Angeles Wetlands at Dr. Maya Angelou High School. The Wattles Mansion Showcase is scheduled from March 25, 2016 through April 17, 2016 in collaboration with Reitzhaus and Angeleno Magazine. The Department's Spring Activities are scheduled from March 18, 2016 through April 7, 2016 at various recreation centers.

PUBLIC COMMENTS

Public comment on matters within the Board's jurisdiction was invited; however, no requests for public comment were received.

FUTURE AGENDA ITEMS

There were no requests for future Agenda Items.

NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, March 16, 2016, 9:30 a.m., at Pan Pacific Recreation Center, 7600 Beverly Boulevard, Los Angeles, CA 90036.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 11:15 a.m.

ATTEST

PRESIDENT

BOARD SECRETARY

SPECIAL MEETING MINUTES

BOARD OF RECREATION AND PARK COMMISSIONERS OF THE CITY OF LOS ANGELES

Wednesday, March 2, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Special Meeting at EXPO Comrie Hall at 11:15 a.m. Present were President Sylvia Patsouras, Vice President Lynn Alvarez, and Commissioner Iris Zuñiga. Also present were Kevin Regan, Assistant General Manager, and Deputy City Attorney IV Anthony-Paul Diaz.

The following Department staff members were present:

Vicki Israel, Assistant General Manager, Partnership and Revenue Branch
Ramon Barajas, Assistant General Manager, Planning, Construction and Maintenance Branch
Noel Williams, Chief Financial Officer, Finance Division
Sophia Pina Cortez, Superintendent, Operations Branch

GENERAL MANAGER'S REPORTS

16-058

MT. LEE PARK – PRELIMINARY AUTHORIZATION TO PROCEED
WITH THE ACQUISITION OF PROPERTY FOR OPEN SPACE
AND/OR PARK DEVELOPMENT AND ALL RELATED DUE
DILIGENCE

Cid Macaraeg, Senior Management Analyst II of Planning, Construction and Maintenance Branch, presented General Manager's Report No. 16-058 for preliminary authorization to initiate the process for the possible acquisition of parcel known as Mt. Lee, and authorization for Department staff to coordinate acquisition activities with the Department of General Services (GSD) and any other City Department to obtain the necessary environmental clearances and funding approvals to expedite the purchase of the Mt. Lee property. Department staff will report back to the Board with escrow instructions and related documents for final approval to purchase the property, contingent upon available funding, completion of California Environmental Quality Act (CEQA) documentation and all environmental assessments prior to close of escrow, approval of a Class A appraisal, and a purchase price negotiated by GSD that is consistent with their professional opinion of market value.

Public comments were invited for General Manager's Report No. 16-058. One written communication was submitted as public comment; however, no other requests for public comment were received during the Special Meeting for General Manager's Report No. 16-058.

President Patsouras requested a Motion to approve General Manager's Report No. 16-058 as presented. Commissioner Zuñiga moved that General Manager's Report No. 16-058 be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Alvarez seconded the Motion. There being no objections, the Motion was unanimously approved.

March 2, 2016

NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, March 16, 2016, 9:30 a.m., at Pan Pacific Recreation Center, 7600 Beverly Boulevard, Los Angeles, CA 90036.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 11:20 a.m.

ATTEST

PRESIDENT

BOARD SECRETARY

REPORT OF GENERAL MANAGER

NO. 16-066

DATE March 16, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS COMMUNICATIONS



General Manager

Approved _____

Disapproved _____

Withdrawn _____

The following communications have been received by the Board and recommended action thereon is presented.

From:

Recommendation:

1) City Attorney, relative to proposed ordinances for more efficient administration of contractor compliance.

Referred to General Manager.

2) City Attorney, to the City Council, requesting a Closed Session for the City of Los Angeles v. Amano McGann, Inc. (USDC Case No. 2:15-cv-05041 PSG (FFMx)), regarding Pershing Square Garage.

Note and File.

3) City Clerk, relative streamlining the City's procurement and contracting process.

Referred to General Manager.

4) City Clerk, relative to departmental records disposition schedules.

Referred to General Manager.

5) City Clerk, relative to the State of California Department of Housing and Community Development 2015 Housing-Related Parks Program grant.

Referred to General Manager.
(Report No. 16-013)

REPORT OF GENERAL MANAGER

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NO. 16-066

- 6) City Clerk, relative to a Proposition A Excess Funds grant from the County of Los Angeles for the Bogdanovich Recreation Center Playground Replacement Project. Referred to General Manager. (Report No. 15-249)
- 7) City Clerk, relative to requests for refunds of Quimby Fees. Referred to General Manager. (Report No. 15-180)
- 8) Chief Legislative Analyst, forwarding the Legislative Reports for the weeks ending February 11, and February 19, 2016. Note and File.
- 9) Jay Stammerjohan, relative to the lake at Kenneth Hahn Recreation Area. Forward to the Los Angeles County Department of Parks and Recreation, which manages the park.
- 10) Five Residents, seven communications relative to the Hollywoodland neighborhood. Note and File.
- 11) Two residents, relative to the proposed Initial Study and Mitigated Negative Declaration of the Griffith Park Circulation and Parking Enhancement Plan. Note and File.
- 12) Darryl Hudson, relative to various issues at Jim Gilliam Recreation Center. Referred to General Manager.
- 13) Two residents, relative to the new concessionaire at the Westchester Tennis Professional Concession. Referred to General Manager. (Report No. 14-003)
- 14) Gerry Hans, President, Friends of Griffith Park, to the General Manager, two communications relative to the acquisition of Mt. Lee Park, with a response from the General Manager. Note and File. The matter was acted on at the March 2, 2016 Special Meeting. (Report No. 16-065)
- 15) Patricia Brajevich, relative to the Gaffey Street Pool – Restoration (PRJ20726) (W.O. #E1907453) project. Referred to General Manager.

This Report was prepared by Paul Liles, Clerk Typist, Commission Office.

REPORT OF GENERAL MANAGER

NO. 16-067

DATE March 16, 2016

C. D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LA84 FOUNDATION 2016 SUMMER SWIM PROGRAM – AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS

R. Barajas

H. Fujita

*V. Israel



K. Regan _____

N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the submission of a 2016 Summer Swim Program grant application to the LA84 Foundation to augment funding for the Department of Recreation and Parks (RAP) aquatics programming in the approximate amount of Seventy-Five Thousand Dollars (\$75,000.00), subject to Mayor and City Council approval;
2. Direct staff to transmit a copy of the grant application to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk and City Council for approval before accepting and receiving the grant award, pursuant to the Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize RAP's General Manager to accept and receive the LA84 Foundation 2016 Summer Swim Program grant, if awarded, in the approximate amount of Seventy-Five Thousand Dollars (\$75,000.00) from LA84 Foundation for aquatics programming, subject to the approval of the Mayor and City Council;
4. Designate RAP's General Manager or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests and so on, which may be necessary for the completion of the project(s); and,
5. Authorize RAP's Chief Accounting Employee to appropriate funding received to the necessary account within "Recreation and Parks Grant" Fund 205 to accept the LA84 Foundation 2016 Summer Swim Program grant, if awarded, in the approximate amount of Seventy-Five Thousand Dollars (\$75,000.00) for aquatics programming.

REPORT OF GENERAL MANAGER

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SUMMARY:

LA84 Foundation released its notice of funding availability for the 2016 Summer Swim Program to help fund summer aquatic programs throughout Southern California.

The goal of the LA84 Foundation in funding local aquatics programs is to increase the number of youth ages seven to seventeen (7 to 17) that are water safe and who learn to swim. Other goals for 2016 are increasing the number of girls playing aquatics sports. RAP is committed to improving the participation of girls in sports. In 2015, the participation of girls in water polo increased to thirty-seven percent (37%) from twenty-five percent (25%) in 2014.

For over twenty (20) years, the LA84 Foundation and RAP have worked collaboratively in conducting summer swim programming to serve primarily disadvantaged areas throughout the City of Los Angeles. Their generous grant funding over these two (2) decades has allowed RAP to reach tens of thousands of youth over the years. The Program offers access to aquatic sports at approximately forty-nine (49) RAP pool sites. In keeping with RAP's focus on youth development and building healthy communities, the program helps to increase the participant's knowledge of aquatic safety. During the 2015 Summer Swim Program, RAP served about two thousand (2,000) youth which included swimmers with disabilities. If awarded again this year, the LA84 Foundation 2016 Summer Swim Program grant would provide sponsorships for five hundred five (505) free swim lessons and free participation for another eleven hundred four (1104) unduplicated youth on competitive teams for swimming, water polo, synchronized swimming, or diving. Youth participating in the competitive sports would then be able to qualify to compete in the culminating tournaments: Summer Swim Festival, Diving Festival, Synchronized Swim Festival, and the Water Polo Tournament competitions.

FISCAL IMPACT STATEMENT:

The acceptance of this grant does not require a match. There is no fiscal impact to RAP's General Fund.

This report was prepared by Vicki Israel, Assistant General Manager

REPORT OF GENERAL MANAGER

NO. 16-068

DATE March 16, 2016

C. D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LA84 FOUNDATION 2016-17 GIRLS SOFTBALL LEAGUE GRANT – AUTHORIZATION TO SUBMIT GRANT APPLICATION; ACCEPTANCE OF GRANT FUNDS

R. Barajas _____

H. Fujita _____

*V. Israel _____



K. Regan _____

N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve the submission of a grant application to the LA84 Foundation to augment funding for tournaments and two (2) seasons of the Department of Recreation and Parks (RAP) Girls Softball League at twelve (12) recreation centers in the Metro and Valley regions during Fiscal Year 2016-17, as described in the Summary of this Report, in the approximate amount of One Hundred Ten Thousand, Eight Hundred Ninety-Eight Dollars (\$110,898.00), subject to Mayor and City Council approval;
2. Direct staff to transmit a copy of the grant application to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst (CLA), and to the City Clerk for City Council approval before accepting and receiving the grant award, pursuant to the Los Angeles Administrative Code Section 14.6 et seq. as may be amended;
3. Authorize RAP's General Manager to accept and receive the LA84 Foundation 2016-17 Girls Softball League grant, if awarded, from LA84 Foundation to supplement girls softball programming, subject to the approval of the Mayor and City Council;
4. Designate RAP's General Manager or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests and so on, which may be necessary for the completion of the project(s); and,
5. Authorize RAP's Chief Accounting Employee to appropriate funding received to the necessary account within "Recreation and Parks Grant" Fund 205 to accept the LA84 Foundation 2016-17 Girls Softball League grant, if awarded, in the approximate amount

REPORT OF GENERAL MANAGER

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NO. 16-068

of One Hundred Ten Thousand, Eight Hundred Ninety-Eight Dollars (\$110,898.00) for girls softball programming.

SUMMARY:

In August of 2014, LA84 Foundation invited RAP to apply for funds to promote and increase female youth involvement in girls' softball leagues in the Valley and Metro Regions. Approved by the Board on December 10, 2014 (Report No. 14-292), LA84 Foundation awarded RAP a grant of Eighty-One Thousand, Forty Dollars (\$81,040.00) to subsidize the Spring 2015 Girls Softball League at twelve (12) recreation centers located throughout East Los Angeles, Northeast Los Angeles, and the San Fernando Valley. The grant paid for uniforms, sports equipment, officials, staff, and additionally, funds to add shade at three (3) playing fields. These funds allowed RAP to drop the participant fee from an average of Fifty Dollars (\$50.00) to Twenty Dollars (\$20.00), which in turn provided opportunities for more females and resulted in an increase of girls playing in the league, from four hundred sixty-five (465) in the prior year to over six hundred (600) girls in the spring of 2015.

LA84 foundation encouraged RAP to apply for a new round of funding. LA84 Foundation's grant application and proposal are due in March 2016. In an effort to support continued expansion of interest, this new application covers tournaments in the Summer of 2016, a Fall 2016 Softball League, and next Spring's 2017 Girls Softball League. The upcoming Spring 2016 Girls Softball League will be partially subsidized by RAP, to keep fees low and sustain the momentum of increased participation from the success in 2015.

This new grant from the LA84 Foundation, if awarded, will underwrite expenses for a summer tournament, and funding for Fall 2016 and Spring 2017 Girls Softball League. The Recreation Centers projected to be involved would include Evergreen, El Sereno, Hazard, Highland Park, Lincoln Park, Yosemite, State Street, Wabash, Eagle Rock, Hubert H. Humphrey Memorial Park, Ritchie Valens, and Sylmar. This program will serve a projected minimum of six hundred fifty (650) girls for a total of fifty (50) teams in the Spring, and about one-half that for the Fall League, which is smaller due to limited field space during the height of soccer season. The target age for the Leagues is eleven to thirteen (11-13) years old.

RAP will conduct all administrative functions related to this program, such as promoting the league, recruiting and registering players, volunteer coaches, providing players with transportation to and from games (as needed), facilitating the league games, and hosting the culminating activities. The minimal registration fees collected from the participating players will be used to off-set the costs of the program.

FISCAL IMPACT STATEMENT:

The acceptance of this grant does not require a match. There is no fiscal impact to RAP's General Fund as the funds lower the cost for patrons by supplementing the costs of the program.

This report was prepared by Vicki Israel, Assistant General Manager.

REPORT OF GENERAL MANAGER

NO. 16-069

DATE: March 16, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PARTNERSHIP DIVISION - DONATION FROM LOS ANGELES CLIPPERS, INC., FOR CONTINUED SUPPORT OF THE JUNIOR CLIPPERS BASKETBALL PROGRAM

R. Barajas _____
H. Fujita _____
* V. Israel _____



K. Regan _____
N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board accept a donation from Los Angeles Clippers, Inc., consisting of uniforms, player and coach clinics, event tickets for youth, and other in-kind contributions, with an estimated value of Two Hundred Fifty Thousand Dollars (\$250,000.00), for continued support of the Junior Clippers Basketball Program benefitting twelve thousand (12,000) participants from sixty-eight (68) Recreation Centers.

SUMMARY:

The Los Angeles Clippers, Inc. (LAC) has generously provided the Department of Recreation and Parks (RAP) with a donation consisting of uniforms, player and coaches clinics, equipment and in-kind services valued at approximately Two Hundred Fifty Thousand Dollars (\$250,000) for the continued support of the Junior Clippers Basketball Program (Program).

The Program started in Fiscal Year 2000-01 with seven hundred fifty (750) participants from three (3) recreation centers. The Program has now expanded to include twelve thousand (12,000) participants from sixty-eight (68) recreation centers. The Program hosts basketball clinics at several recreation centers, which provide basic instruction in basketball fundamentals, sportsmanship, health, and nutrition.

The youth teams participating in the Junior Clippers basketball league are eligible for a "Sportsmanship nomination". One child from each participating recreation center is nominated by the director for outstanding performance in satisfying Student-Athlete Sportsmanship criteria. The Program is designed to ingrain the importance of displaying sportsmanship while engaging in sports, focusing on fair play, ethical behavior and integrity, as possessing such qualities is also important in personal and academic endeavors.

REPORT OF GENERAL MANAGER

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NO. 16-069

FISCAL IMPACT STATEMENT:

This donation of uniforms, equipment and in-kind contributions from LAC valued at approximately Two Hundred Fifty Thousand Dollars (\$250,000.00) subsidizes an existing RAP program which benefits the participants and families.

This report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Division

REPORT OF GENERAL MANAGER

NO. 16-070

DATE March 16, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOS ANGELES PARKS FOUNDATION – QUARTERLY REPORT OF GIFTS AND DONATIONS PROVIDED FOR THE BENEFIT OF LOS ANGELES CITY PARKS DURING THE PERIODS OF APRIL 2015 THROUGH JUNE 2015, JULY 2015 THROUGH SEPTEMBER 2015, AND OCTOBER 2015 THROUGH DECEMBER 2015

R. Barajas _____
H. Fujita _____
* V. Israel _____

K. Regan _____
N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board accept the gifts and donations (collectively, Gifts) listed in Exhibit-A, Exhibit-B, and Exhibit-C of this Report, which were provided to the Department of Recreation and Parks (RAP) by the Los Angeles Parks Foundation (LAPF) during the periods of April 2015 to June 2015, July 2015 through September 2015, and October 2015 to December 2015 respectively, for each of the listed facilities and/or respective purposes.

SUMMARY:

Since the LAPF's inception in April 2008, the LAPF has provided RAP with consistent and valuable financial and in-kind support for the benefit of Los Angeles City parks, programs and the residents who enjoy them. As a public benefit non-profit corporation, the LAPF is dedicated to enhancing and improving RAP facilities, programs, and services. In coordination with RAP, LAPF fulfills its mission by raising funds from public and private sources for improvements and enhancements that are above and beyond available City revenues.

Attached hereto as Exhibit-A, Exhibit-B, and Exhibit-C are lists of Gifts with values of One Hundred Twenty-Nine Thousand, Eight Hundred Thirty-Two Dollars (\$129,832.00), Two Hundred Thirty Thousand, Eight Hundred Eighty Dollars (\$230,880.00), and One Hundred Fifty-Four Thousand, Six Hundred Sixty Dollars (\$154,660.00) respectively, and with a total value of Five Hundred Fifteen Thousand, Three Hundred Seventy-Two Dollars (\$515,372.00), provided by LAPF to RAP over three (3) quarterly reporting periods, from April 2015 through June 2015, from July 2015 through September 2015, and from October 2015 through December 2015. Each list includes the names of the benefitting facilities and/or intended purpose(s).

REPORT OF GENERAL MANAGER

PG. 2 NO. 16-070

FISCAL IMPACT STATEMENT:

Acceptance of these Gifts results in no fiscal impact to RAP's General Fund except for unknown savings as such gifts may offset certain expenditures.

This report was prepared by Joel Alvarez, Senior Management Analyst, and Raymond Chang, Management Analyst, Partnership Division, in coordination with Judith Kieffer, Executive Director of the Los Angeles Parks Foundation.

Exhibits:

- Exhibit-A: Los Angeles Parks Foundation Gifts to Department of Recreation and Parks April 2015 to June 2015
- Exhibit-B: Los Angeles Parks Foundation Gifts to Department of Recreation and Parks July 2015 to September 2015
- Exhibit-C: Los Angeles Parks Foundation Gifts to Department of Recreation and Parks October 2015 to December 2015

Exhibit-A

**Los Angeles Parks Foundation
Gifts to Department of Recreation and Parks
April 2015 to June 2015**

| Program / Projects | Purpose | Amount |
|---------------------------------|---------------------------------------|----------------------|
| | | |
| Park Events – | | |
| | LA City Parks Events | 5,000.00 |
| | | |
| Adopt-A-Park Program – | | |
| | Mar Vista Various Improvements | 25,000.00 |
| | | |
| Donate-A-Bench Program – | | |
| | 1 bench and 1 plaque | 4,500.00 |
| | | |
| Friends of the Park – | | |
| | Various parks | 71,332.00 |
| | | |
| Small Projects – | | |
| | Senior Center Projects | 5,000.00 |
| | Girls Softball Program | 15,000.00 |
| | Walmart Healthier Park Program | 4,000.00 |
| | | |
| | Total Gifted | \$ 129,832.00 |

Exhibit-B

**Los Angeles Parks Foundation
Gifts to Department of Recreation and Parks
July 2015 to September 2015**

| Program / Projects | Purpose | Amount |
|---------------------------------|---|----------------------|
| | | |
| Park Events – | | |
| | LA City Parks Events | 10,000.00 |
| | | |
| Griffith Park Projects – | | |
| | Various projects | 70,684.00 |
| | | |
| Adopt-A-Park Program – | | |
| | Barrington Baseball Diamond Improvements | 26,250.00 |
| | | |
| Donate-A-Bench Program – | | |
| | 1 bench and 1 plaque | 4,500.00 |
| | | |
| Friends of the Park – | | |
| | Various parks | 119,446.00 |
| | | |
| | Total Gifted | \$ 230,880.00 |

Exhibit-C

**Los Angeles Parks Foundation
Gifts to Department of Recreation and Parks
October 2015 to December 2015**

| Program / Projects | Purpose | Amount |
|---------------------------------------|------------------------------------|----------------------|
| | | |
| Park Events – | | |
| | LA City Parks Events | 15,000.00 |
| | | |
| Griffith Park Projects – | | |
| | Various projects | 70,684.00 |
| | | |
| Adopt-A-Park Program – | | |
| | Wells Fargo Yearly Adoption | 25,000.00 |
| | | |
| Donate-A-Bench Program – | | |
| | 3 benches and 1 plaque | 9,500.00 |
| | | |
| Friends of the Park – | | |
| | Various parks | 16,976.00 |
| | | |
| Franklin Canyon Orange Grove – | | |
| | Continued maintenance | 10,000.00 |
| | | |
| Small Projects – | | |
| | Senior Center Projects | 7,500.00 |
| | | |
| | Total Gifted | \$ 154,660.00 |

REPORT OF GENERAL MANAGER

NO. 16-071

DATE March 16, 2016

C.D. 10

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BALDWIN HILLS RECREATION CENTER – AGREEMENT WITH MIRACLE LEAGUE LOS ANGELES FOR THE OPERATION OF A BASEBALL LEAGUE FOR PERSONS WITH SPECIAL NEEDS

R. Barajas _____
H. Fujita _____
*V. Israel _____

K. Regan _____
N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed three (3) year operating agreement (Agreement), substantially in the form on file in the Board Office, between the City of Los Angeles and Miracle League Los Angeles (Miracle League), a California 501(c)(3) non-profit corporation, setting forth the terms and conditions for Miracle League’s shared use of the universally accessible ball field at Baldwin Hills Recreation Center, for the operation of a baseball league for persons with special needs, subject to the approval of the Mayor and of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement to the Mayor per Executive Directive No. 3, and to the City Attorney for approval as to form; and,
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY:

On March 19, 2015, the Board approved Report 15-057, approved for the installation of a universally accessible ball field (“UA Field”) at Baldwin Hills Recreation Center which was donated by the Los Angeles Dodgers Foundation, LA84 Foundation and Cal Ripken Sr. Foundation with an estimated value up to Four Hundred Fifty Thousand Dollars \$450,000.00. The UA Field enables persons with special needs the opportunity to play baseball and includes rubberized

REPORT OF GENERAL MANAGER

PG. 2

NO. 16-071

surfacing, dugouts with roofs, backstops, players' benches, bat racks and an electric scoreboard that can be used to post information on the players during their games. The new UA Field is a much needed asset to the Baldwin Hills community.

Miracle League is a California 501 (c)(3) non-profit corporation founded 2015, whose principal mission is dedicated to providing opportunities for children and young adults with disabilities to be able to play sports of various types regardless of their abilities. Miracle League also promotes community support and sponsorship of sports leagues for persons with special needs ("Miracle Leagues") and construction of special facilities that meet the unique needs of Miracle League players and their families.

Under the proposed Agreement, Miracle League will operate a baseball program at the Baldwin Hills Recreation Center new UA Field during the Fall (September – November) and Spring (March – May) seasons of each year. Games will take place on Saturdays between the hours of 9:00 am to 5:00 pm. Players will be charged a nominal fee of Fifty Dollar (\$50.00) per season, but no participant will ever be turned away due to the inability to pay. Miracle League LA is all age inclusive. Participants will be teamed based on age and ability level.

Miracle League will have primary use of the UA Field on Saturdays, with the understanding that Recreation and Park's (RAP) use of the UA Field will be Monday to Friday, from 3:00 pm to 6:00 pm.

Should the proposed Agreement be approved, in accordance with RAP's Partnership Policy (Report No. 10-126), Miracle League's operation of the program and fulfillment of its obligations and commitments will be monitored and evaluated through the Partnership Division's annual performance review process. Staff recommends approval of the proposed Agreement for the benefit and enjoyment of the community's youth through Miracle League's operation of the Program and enhancement of RAP's programming at Baldwin Hills Recreation Center.

The Superintendent of the Pacific Region and the Office of Councilmember Herb J. Wesson, Jr. (Council District 10) are aware that the Agreement and concur with staff's recommendations.

FISCAL IMPACT STATEMENT:

The proposed Agreement will have no adverse impact on RAP's General Fund as costs and expenses associated with Miracle League's operation of the Program and use of the UA Field will be paid by Miracle League, at no cost to the City. The on-going maintenance of the ball field will

REPORT OF GENERAL MANAGER

PG. 3

NO. 16-071

be funded through the existing maintenance budget and future requests through the annual budget process.

This Report was prepared by Joel Alvarez Senior Management Analyst II, Partnership and Revenue Branch.

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
MIRACLE LEAGUE LOS ANGELES
FOR THE
OPERATION OF THE
UNIVERSALLY ACCESSIBLE BALL FIELD
AT
BALDWIN HILLS RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 20____, ("EFFECTIVE DATE"), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Miracle League Los Angeles, a California 501(c)(3) non-profit corporation ("ORGANIZATION"). CITY and ORGANIZATION may be referred to herein individually as "PARTY" or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as the Baldwin Hills Recreation Center ("PARK"), located at 5401 Highlight Place, Los Angeles, California 90016, as depicted on the site plan ("SITE PLAN") attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, the mission of ORGANIZATION is to provide opportunities for children with disabilities to play baseball regardless of their abilities, promote community support, sponsorship and construction of facilities that meet the needs of children with special needs and their families; and,

WHEREAS, CITY, LADF, and other contributors, collaborated to build the Universally Accessible Ball Field ("UA FIELD") at PARK. UA FIELD and all associated improvements are owned by CITY.

WHEREAS, ORGANIZATION has agreed to operate the universally accessible ball field at the PREMISES, in accordance with the terms and conditions herein, to fulfill the recreational special needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY has agreed to accept this offer of operations at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on [_____ date (Board Report No. XX-XX)].

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. **USE OF UA FIELD.**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT authority to use the UA FIELD for the operation of a Miracle League baseball program for children with special needs ("PROGRAM"), as authorized by Section 5 ("PERMITTED USES") set forth below, and described by the Program Description attached hereto and incorporated herein by reference as Exhibit B, which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, and at the sole cost and expense of ORGANIZATION.

2. **TERM AND TERMINATION.**

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the date of execution as set forth by the EFFECTIVE DATE above and shall end upon the expiration of the TERM.
- b. Termination. In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, or CITY issues a written termination notice to ORGANIZATION effective after sixty (60) calendar days from the date of issuance due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM, the other sixty (60) calendar days advanced written notice. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

If CITY or ORGANIZATION should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event ORGANIZATION shall pay to the CITY, upon demand the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. Cease to Operate. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by

ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION's control.

3. **ANNUAL PERFORMANCE REVIEWS.**

ORGANIZATION agrees to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of ORGANIZATION's obligations for the operation of the PROGRAM at the UA FIELD, specifically, as described under the PERMITTED USES specified herein, and further defined by ORGANIZATION's Program Description attached hereto and incorporated herein by reference as Exhibit B;
 - (iii) Adequacy of ORGANIZATION's funding; sufficient to sustain the PROGRAM throughout the TERM of the AGREEMENT;
 - (iv) The volume of the public's participation in ORGANIZATION's PROGRAM; and,
 - (v) ORGANIZATION's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of June 1st through July 1st of each year, an annual performance or program report ("PERFORMANCE REPORT") based on the prior fiscal year's PROGRAM activities. This PERFORMANCE REPORT shall include, but not be limited to:
 - (i) Annual Budget and Report of Expenditures;
 - (ii) Data on participants and PROGRAM results;

- (iii) Sample copies of marketing, recruitment, and press materials; and,
 - (iv) Discussion of PROGRAM changes or challenges.
- c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information following an initial review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PARK. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination.

4. **ACCESS UA FIELD.**

ORGANIZATION and any authorized third-party associated with the PROGRAM at the UA FIELD will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Any third-party participation in the PROGRAM shall be supervised by ORGANIZATION at all times while such third-party is present on the UA FIELD, and RAP on-site Staff shall be made aware of such third-party activities. Authorized representatives, agents, and employees of CITY shall have the right to enter the UA FIELD for purposes of fulfilling their normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or temporarily terminate ORGANIZATION activities involving the UA FIELD.

5. **PERMITTED USES.**

ORGANIZATION shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of RAP. Contingent upon the nature of the change, such change may require an amendment to this AGREEMENT, subject to the approval by the BOARD.

ORGANIZATION, at its sole cost and expense, shall:

- a. Provide opportunities for children with special needs to play baseball in accordance with the PROGRAM, as described by Exhibit B.
- b. Operate on the UA FIELD only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- c. Maintain the UA FIELD in accordance with Section 8 of this AGREEMENT.

- d. Provide sufficient staff and/or volunteers necessary to perform the operation of the PROGRAM, including the provision of services as agreed to herein, providing all materials, supplies, equipment and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
 - e. Ensure ORGANIZATION's protocol for selecting and authorizing any person to participate in PROGRAM activities on the UA FIELD complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PROGRAM described herein, including maintenance, such as, certifications, licensing, background checks, and fingerprinting.
 - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROGRAM AND UA FIELD. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the UA FIELD.
 - g. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
 - h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the UA FIELD under any circumstances.
6. **DAYS AND PERIODS OF USE.** ORGANIZATION shall be entitled to use the UA FIELD to operate the PROGRAM, including all related public programs and services, recreational uses and functions, events, and other agreed upon uses only during designated days and times as follows ("PERMITTED TIMES").
- a. Program Operation: Saturdays 9:00 a.m. – 5 p.m.
September – November (Fall League)
March – May (Spring League)
 - b. Access for maintenance and PROGRAM preparation:
Saturday 8:00 a.m. – 9:00 a.m. and 5:00 p.m. – 6:00 p.m.
September – November (Fall League)
March – May (Spring League)
 - c. Special Events: ORGANIZATION shall make requests for use of UA FIELD or portion thereof for events and activities other than operations, repair or maintenance, including for any fundraising as authorized in Section 10 below, by completing a Building Use Application at least sixty (60) days in advance of the particular activity or event and submitting it to the Facility Director. No application

fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, which shall not be unreasonably withheld, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.

- d. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **PARKING.** During the Term of this AGREEMENT and during the PERMITTED TIMES specified above in Section 5, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the UA FIELD, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.
 8. **MAINTENANCE OF THE UA FIELD.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance of the UA FIELD as described herein.
 - a. Maintenance to be performed by ORGANIZATION:
 - i. Keep the UA FIELD and the areas within twenty-five (25) feet of UA FIELD, clean and safe at all times while in use by ORGANIZATION during PERMITTED TIMES;
 - ii. Pick up and dispose of trash and debris whether by ORGANIZATION'S activity or activity of a contracted vendor, during and after use by ORGANIZATION;
 - iii. Prevent any such matter or material from being or accumulating upon the UA FIELD such that it is clearly visible to public view.
 - b. ORGANIZATION shall immediately report any damages to the UA FIELD which occur during ORGANIZATION'S operations, or by vandalism, its restoration, refurbishment, or maintenance. ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety. ORGANIZATION shall be responsible for any damage to the UA FIELD or PARK caused by ORGANIZATION'S PROGRAM activities, its participants, vendors, contractors, or other entity associated with PROGRAM activities.
 - c. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on UA FIELD or PARK.

- d. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs when required.
9. **FUNDING.** All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with the UA FIELD or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the UA FIELD, shall be applied exclusively to the operations and maintenance of the UA FIELD, including but not limited to the delivery of the PROGRAM, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of UA FIELD. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. ORGANIZATION may charge its patrons appropriate fees for programs, services, and/or activities offered by ORGANIZATION at the UA FIELD, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities.
10. **FUNDRAISING.** ORGANIZATION may hold fundraising activities on UA FIELD, but must obtain prior written approval for the date and time from RAP General Manager or his or her designee for each fundraising event requested no fewer than sixty (60) calendar days prior to the scheduled activity in accordance with the procedure in Section 6c. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the UA FIELD must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PREMISES, ORGANIZATION shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.h. of this AGREEMENT.
11. **CONSIDERATION.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PREMISES, shall be the provision and operation of the PROGRAM, for the benefit of children with special needs and the general public, at no cost to CITY.
12. **ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROGRAM without prior written authorization by CITY. ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any

other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

- 13. INSURANCE.** Before using the UA FIELD under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT, shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference. Instructions for providing proof of insurance are attached hereto for your reference.
- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
 - b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
 - c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to ORGANIZATION.
 - d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT, or, at its discretion, pay to procure or

renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.

- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

14. **INDEMNIFICATION.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, ORGANIZATION 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 costs of litigation (including all actual litigation cost 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 ORGANIZATION'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, omission or willful misconduct incident to the performance of this AGREEMENT by ORGANIZATION 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 AGREEMENT and those allowed under the law of the United States, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

15. **PUBLICITY.** CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the UA FIELD or construction of any improvements at the UA FIELD, except as may be legally required by applicable laws, regulations, or judicial order. CITY and ORGANIZATION agree to notify each other in writing of any press release, public announcement, marketing or promotion of the UA FIELD prior to implementation. Further, any press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any agreement, and shall provide the opportunity for attendance and participation by representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part pursuant to the acquisition of

property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

ORGANIZATION agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"In collaboration with the City of Los Angeles Department of Recreation and Parks"

16. **SIGNAGE.** No signs or banners (if applicable) of any kind will be displayed unless previously approved in writing by the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On signage at the UA FIELD, ORGANIZATION shall provide the following credit or as proportions of signage allow, similar credit, as approved by RAP in writing:

"In collaboration with the City of Los Angeles Department of Recreation and Parks"

17. **FILMING.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PREMISES for film production purposes. Any commercial filming at PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at PREMISES.

18. **BREACH OR DEFAULT BY ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the UA FIELD as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

19. **BREACH OF DEFAULT BY ORGANIZATION – CITY'S REMEDIES.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this

21. **REPRESENTATIONS AND WARRANTIES.** CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.
22. **NO JOINT VETURE OR AGENCY RELATIONSHIP.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
23. **RELATIONSHIP OF PARTIES.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
24. **ORDINANCES AND STANDARD PROVISIONS.** The "Standard Provisions for Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
25. **MERCHANDISE.** No merchandise shall be sold by ORGANIZATION on UA FIELD without the prior written consent of the RAP General Manager or his or her designee.
26. **SAFETY PRACTICES.** ORGANIZATION shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the UA FIELD or PARK. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the Director-in-Charge at Baldwin Hills Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the UA FIELD or PARK, shall be provided to the Director-in-Charge at Baldwin Hills Recreation Center within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) and provide RAP General Manager or his or her designee with such information upon request.

27. **SUSPECTED CHILD ABUSE.** ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities at the UA FIELD must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PREMISES. ORGANIZATION will notify the Director-in-Charge at Baldwin Hills Recreation Center within twenty-four (24) hours of any such report.
28. **RATIFICATION.** At the request of RAP, and because of the need therefor, ORGANIZATION began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.
29. **INCORPORATION OF DOCUMENTS.** This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Plan

Exhibit B: Program Description

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements and Instructions

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

In order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; and 6) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

MIRACLE LEAGUE LOS ANGELES, a California 501(c)(3) non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A
Site Plan



Exhibit B Program Description



5412 Sepulveda Blvd Suite 3, Sherman Oaks, CA 91411
www.miracleleaguela.org

Miracle League Los Angeles is part of over 250 current teams, and over 200,000 children that span the nation with the shared goal of giving every child, regardless of their individual special needs, the opportunity to participate in the great American pastime. Miracle League removes the barriers that keep children with mental and physical challenges off the field and lets them experience the joy of America's pastime. Since one of the main barriers for these children arises from the natural grass fields used in conventional leagues, Miracle League teams play on a custom designed, rubberized field that accommodates wheelchairs and other assistive devices while helping to prevent injuries.

But it's about more than playing a game. The Miracle League is about making new friends, building self-esteem and being treated like other kids. To help the athletes the Miracle League uses a "buddy" system – pairing each player with an able bodied peer. The result is a bond that cannot be described. The Miracle League Association serves children and adults from any mental or physical disabilities that causes them to be excluded; whether intentionally or not, from conventional youth sports.

In our first seasons we will focus mostly on a non-competitive weekend children's leagues, but as we grow we may add adult and competitive leagues. In our first Fall & Spring season our games will most likely take place on Saturdays during the day. We plan to offer a spring and fall league each year. Fall: September - November and spring: March – May (tentatively).

Players in the league will be charged a fee per Miracle League guidelines. The fee will be nominal (around \$50.00 per child), but no child will ever be turned away due to an inability to pay.

Volunteers will undergo a full background check at the time of registering. At this time out background screening does not require fingerprinting as it is all done online.

Miracle League Los Angeles is all age inclusive. Participants will be teamed based on age and ability level.

Teams will be arranged based on the individual needs of the participants (i.e. children in wheelchairs will not all end up on the same team, causing space issues in the dugout).

Exhibit C
Sample Performance Evaluation Form



City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

COMPLIANCE CHECK FOR PERFORMANCE REVIEW

| |
|---|
| PARTNER ORGANIZATION |
| PROJECT/PROGRAM |
| DEPARTMENT FACILITY(|
| ORGANIZATION TYPE <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other |
| AGREEMENT TYPE <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other |
| PERIOD COVERED |

| | |
|---|--|
| Payments made timely and accurately | |
| Provides required written reports including Annual Report | |
| Annual report data about the program is consistent with agreement terms including costs charged to participants | |
| Partner's annual budget is provided; sufficient funding is in place | |
| Partner is in good legal standing: check Sec of State website and (if applicable) 501(c)(3) status (attach printouts) | |
| Responsive in communications | |
| Performed and provided annual surveys of participants or about program. | |
| Provided demographic information and analysis | |
| Marketing material provided; includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo | |
| Partner web site links to the Department web site | |
| No unapproved marketing or public relations | |
| Insurance as determined by City Risk Manager is current: check website (attach printouts) | |
| Compliance with the other terms of the agreement | |
| Compliance Resolutions completed satisfactorily (if any) | |
| Public Complaints resolved (if any) | |



COMPLIANCE CHECK
PERFORMANCE REVIEW - PAGE 2

| |
|----------------|
| ORGANIZATION |
| TITLE |
| PERIOD COVERED |

| OVERALL EVALUATION | Unsatisfactory | Improvement Needed | Meets Standards | Exceeds Standard | Outstanding |
|--------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

| |
|--|
| <u>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</u> |
|--|

| | |
|-----------------------------|------|
| NAME AND TITLE OF EVALUATOR | |
| SIGNATURE OF EVALUATOR | DATE |

| |
|---|
| ATTACHMENTS <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance <input type="checkbox"/> Annual Report <input type="checkbox"/> Budget <input type="checkbox"/> Payment Summary <input type="checkbox"/> Legal/Insurance Status Printouts <input type="checkbox"/> Other _____ |
|---|

Exhibit D Insurance Requirements

Form Gen 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Miracle League Los Angeles

Date: 10/22/2015

Agreement/Reference: Operation of Universally Accessible Ball Field at Baldwin Hills Recreation Center

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

Limits

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

WC: Statutory

EL: \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

\$1,000,000

Products/Completed Operations

Sexual Misconduct 1,000,000

Fire Legal Liability

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

Professional Liability (Errors and Omissions)

Discovery Period: 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

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

100% of the contract price

Crime Insurance

Other: General Notes:

1) If a contractor has no employees and decides not to cover herself/himself for worker's compensation, please complete the form entitled "Request for Waiver of Workers Compensation Insurance Requirements" located at <http://cao.lacity.org/nsk/insuranceforms.htm>

2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

Exhibit D

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your 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 – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however **submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage,

whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

REPORT OF GENERAL MANAGER

NO. 16-072


DATE March 16, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PAN PACIFIC RECREATION CENTER – ACCEPTANCE OF DONATION FROM AMAR'E STOUDEMIRE

R. Barajas _____
H. Fujita _____
V. Israel _____

* K. Regan 
N. Williams _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board accept the following donation as noted in the Summary of this Report, and that appropriate recognition, pursuant to Department of Recreation and Parks (RAP) policy, be given to the donor.

SUMMARY:

Amar'e Stoudemire, a professional NBA basketball player for the Miami Heat, and contemporary artist RETNA joined together for "In the Paint", an interactive event, at Pan Pacific Recreation Center (Pan Pacific) on January 12, 2016. During the event, Mr. Stoudemire and Retna engaged with the children of the Pan Pacific community in painting and playing basketball. As part of the event, Mr. Stoudemire made a generous donation in the amount of Twenty Thousand Dollars and No Cents (\$20,000.00). The donation will be a tremendous benefit to the Pan Pacific community as it is a cost recovery center. The funds will be used for uniforms, trophies, equipment, sports scholarships and other sports programs at Pan Pacific Recreation Center. The collaboration was made possible by the solicitation of Park Advisory Board Member Michael Goldstein.

FISCAL IMPACT STATEMENT:

There is no fiscal impact to the Department's General Fund, except for unknown savings, as the donations may offset some expenditures.

This report was prepared by Bertha Calderon, Management Analyst, Metro Region.

REPORT OF GENERAL MANAGER

NO. 16-073

DATE March 16, 2016

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RESEDA MULTIPURPOSE CENTER — APPROVAL FOR ONEGENERATION, A CALIFORNIA NON-PROFIT CORPORATION, TO EXERCISE ITS OPTION TO EXTEND THE TERM OF LEASE AN ADDITIONAL TEN (10) YEAR PERIOD FOR CONTINUED OPERATION AND MAINTENANCE

| | |
|--|---|
| <i>fb</i> R. Barajas <u> </u> | K. Regan <u> </u> |
| H. Fujita <u> </u> | N. Williams <u> </u> |
| V. Israel <u> </u> | |

Naep D Williams

 General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve ONEgeneration's exercise of its option to extend the term of the lease of the Reseda Multipurpose Center for an additional ten-year (10-year) period and extend the term to October 25, 2025, in order for ONEgeneration to demonstrate the required site control and to continue its operation and use of the facility to successfully provide various senior programs and services to the San Fernando Valley community; and,
2. Upon approval of the Board, instruct the Board Secretary to inform ONEgeneration in writing that the term is extended to October 25, 2025.

SUMMARY:

On March 17, 2004, the Board of Recreation and Park Commissioners (Board), through Report No. 04-88, authorized the Department of Recreation and Parks (RAP) to proceed in working with the Office of the City Attorney to prepare a ten (10) year lease agreement, including an option, subject to approval of the Board, to extend the term for an additional ten (10) years, to allow ONEgeneration, a California non-profit corporation (ONE), formerly known as the Organization for the Needs of the Elderly (O.N.E.), to continue its occupancy and use of the Reseda Multipurpose Center located at 18255 Victory Boulevard in the community of Reseda.

On August 11, 2004, the Board, through Report No. 04-230, approved the ten (10) year lease agreement, including the option, subject to Board approval, to extend the term for an additional ten (10) year period, and subsequently on July 12, 2005, City Council approved Lease Agreement No. C-109008 (Lease), through Council File No. 05-1015, allowing ONE to continue

REPORT OF GENERAL MANAGER

PG. 2

NO. 16-073

its occupancy and use of the Reseda Multipurpose Center for providing various senior programs to the community.

Pursuant to Article 4.4 of the Lease, Option To Lease, ONE has one (1) option to extend the Term of the Lease (Option to Extend) for an additional ten (10) year period on the same provisions and conditions of the Lease, subject to prior approval of the Board. As per Article 4.4, ONE provided the required notification in writing (Attachment A), within the specified time to RAP's General Manager, of ONE's exercise of the Option to Extend the term of the Lease. Further, ONE is in compliance with the provisions of the Lease and has the support of Council District 3 and RAP to continue its occupancy and use of the facility.

Since 1985, ONE has occupied and used the Reseda Multipurpose Center and has been successfully serving the San Fernando Valley senior population through its many services and programs. Over the years, ONE has expanded its operations with additional services and programs to better serve the needs of seniors in the community. ONE provides a place for seniors to congregate and socialize through the various classes and services related to adult daycare, health services, senior advocacy, support groups, volunteer opportunities, legal assistance, counseling, hot lunches, and other programs specifically designed to empower seniors and enhance their quality of life through recreation. In order to continue performing the excellent work that ONE does in providing these much needed services, ONE is exercising its option to extend the term of the Lease for an additional ten (10) year period, to October 25, 2025, to demonstrate the required site control to continue to seek grant funds from private donors and governmental agencies and to continue their successful operation and use of the facility to provide various senior programs and services to the San Fernando Valley community. Approving the extension of the term will allow ONE to pursue the necessary long term funding to maintain their current operations and planning for future growth. While awaiting the approval of the extension of the term, ONE continues to operate and maintain the facility on a month to month basis.

ONE operates and maintains the Reseda Multipurpose Center at its own expense, with no financial obligation to the City. ONE shall continue to pay the costs and expenses and the City shall continue to have no financial responsibility related to the operation and maintenance of the facility.

TREE CANOPY AND SHADE:

No trees will be removed or planted. No additional tree canopy or shade will be added, as this will be an extension of the term of an existing lease for the continued use of an existing facility.

ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the subject project will consist of the extension of the term of a lease to continue the use of an existing facility involving negligible or no expansion of use, and therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

REPORT OF GENERAL MANAGER

PG. 3 NO. 16-073

FISCAL IMPACT STATEMENT:

There will be no fiscal impact to the RAP's General Fund associated with extending the term of the Lease, as ONE shall continue to pay all costs and expenses related to its occupancy and use of the Reseda Multipurpose Center, with no financial obligation to the City.

This Report was prepared by Ian Kim, Management Analyst II, Real Estate and Asset Management Section.

Attachment A



Board of Directors

Officers

Joe Jolkowitz, Chair
The Executive Advisory, LLC

Jeffrey Friedman, Vice Chair
Dynamic Nursing, Inc.

Nathaniel Hutton, Secretary
Consultant

David Rutt, Treasurer
Dorfman & Rutt

Members

Mariam Brown
WellPoint

Jim Esterle
Management Consultant

Amanda Flaum
Blue Shield of California

Alan Gottlieb
Real Estate Affiliates, Inc.

Darren Hernandez
City of Santa Clarita

Vahid Khorsand
BWS Financial Inc.

Gloria Pollack
Gelb Group

Mary Torres
Senior Community Representative

Stu Zimring, Esq.
Law Offices of Stuart Zimring

Eva Goetz
President & CEO

March 4, 2015

Mr. Michael Shull, General Manager
Department of Recreation and Parks
City of Los Angeles
1200 W. 7th Street, 4th Floor
Los Angeles, CA 90017

Re: Exercise of Option to Renew Lease Between Department of Recreation and Parks City of Los Angeles and ONEgeneration for Reseda Multipurpose Center Located at 18255 Victory Boulevard, Reseda, CA 91335

Dear Mr. Shull,

We are grateful for the ongoing subject lease which allows ONEgeneration to provide vital services and programs to our community's elderly. This letter is to formally exercise our option to renew our lease for another ten-year term.

Please note:

- Per Article 4.1, Term, the lease commences on the Lease Commencement Date (which is the Execution Date), and terminates on the tenth anniversary, or October 25, 2015.
- Per Article 4.4, ONE shall have one (1) option to extend the Term of this Lease for an additional ten-year period on the same provisions and conditions..request shall be done in writing, and ONE shall request said option at least six (6) months prior to the initial term expiration.
- Pursuant to the Articles noted above, ONEgeneration is thus exercising its option to extend the lease to October 25, 2025, and said request is being submitted timely in advance of the six-month requirement.

Thank you in advance for your kind assistance with this important lease extension, any questions, please feel free to contact Brian Arthur, our Director of Facilities, at 818-708-6609.

Sincerely,


Eva Goetz, President and CEO

Cc: Mr. Ramon Barajas, Assistant General Manager, City of Los Angeles
Cathie Santo Domingo, Superintendent, City of Los Angeles
Cid Macaraeg, Director, City of Los Angeles
Brian Arthur, ONEgeneration, Director of Facilities

ONEgeneration 17400 Victory Boulevard, Van Nuys, CA 91406
(818) 705-2345 main (818) 708-6620 fax www.ONEgeneration.org

Our mission is to enrich the lives of seniors, children, and their families, throughout our diverse community.

REPORT OF GENERAL MANAGER

NO. 16-074

DATE March 16, 2016

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN PARK POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1504P) (W.O. #E1907715) – LAND AND WATER CONSERVATION FUND PROGRAM – SUBMIT GRANT APPLICATION; CITY COUNCIL RESOLUTION; GRANT ACCEPTANCE

R. Barajas _____
H. Fujita _____
V. Israel _____

K. Regan _____
*N. Williams A/DW

General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Retroactively approve the Department of Recreation and Parks' (RAP) submission of a Land and Water Conservation Fund (LWCF) grant application for the Lincoln Park Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) Project, which consists of improvements to the pool and bathhouse, located at 3501 Valley Boulevard, Los Angeles, CA 90032, for recreational purposes, subject to the approval of the Mayor and the City Council;
2. Designate RAP's General Manager, Executive Officer, or Assistant General Manager as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Lincoln Park Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) Project;
3. Recommend to the City Council the adoption of the accompanying Resolution, which authorizes the submission of a grant application for the LWCF grant in an amount up to \$3,000,000.00 for the Lincoln Park Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) Project;
4. Authorize RAP's Chief Accounting Employee to establish the necessary account and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the LWCF grant in an amount up to \$3,000,000.00 for the Lincoln Park Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) Project; and

REPORT OF GENERAL MANAGER

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NO. 16-074

5. Direct staff to transmit a copy of the Resolution to the City Clerk for committee and City Council approval, in accordance with LWCF grant guidelines.

SUMMARY:

At its meeting of September 2, 2015, the Board of Recreation and Park Commissioners approved the Lincoln Park Pool and Bathhouse Replacement (PRJ1504P) (W.O. #E1907715) Project final plans and call for bids, which were due by December 1, 2015 (Report No. 15-206). With the responding bids coming in higher than the estimated project cost, the project lead, Public Works Bureau of Engineering (BOE), re-evaluated its original cost estimate and determined that the project's overall estimated cost had increased from \$7.6 million to approximately \$10.3 million. This increase resulted in a project shortfall of approximately \$2.7 million. This project is anticipated to be re-bid in May 2016.

To make up the shortfall and minimize the delay in moving this project forward, BOE contacted RAP in January 2016 to prepare and submit a Land and Water Conservation Fund (LWCF) grant application for the Lincoln Park Pool and Bathhouse Replacement Project. The grant application was due by February 4, 2016, which did not allow sufficient time to seek advance authorization for this grant.

This LWCF grant will be used to supplement current funding for the Lincoln Park Pool and Bathhouse Replacement Project, which is estimated to cost \$10,300,000.00. The total funding for the project will include the secured \$2,207,495.00 in Capital Improvement Expenditure Program funds, \$2,870,348.00 in Community Development Block Grant funds, \$1,800,000.00 in Municipal Improvement Corporation of Los Angeles funds, \$301,459.36 in Quimby funds, \$888,221.00 in Proposition K funds, and the unsecured \$2,293,477.00 in LWCF funds, if awarded, for a total of \$10,361,000.36.

In accordance with the LWCF Grant Guide, an authorizing Resolution (Attachment No. 1), which approves the submission of the grant application for the proposed project, must be approved by the grantee's (RAP) governing body.

ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the project will consist of the replacement of the existing pool, bathhouse and equipment pump house. Since the bathhouse is associated with one (1) of three (3) ninety-five (95) year old turn-of-the-century conservatory buildings at the park built in 1914, a historic structures evaluation was performed. It was determined that the bathhouse did not retain enough architectural integrity due to substantial modifications over the years to be a significant historical resource eligible for listing on either the California or National historic registers. Therefore, the project is exempt from the provisions of the California Environmental Quality Act (CEQA), without exception, pursuant to Article III, Section 1, Class 1(11), Class 2(5) and Class 3(6, 17) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles City Clerk and Los Angeles County Clerk.

REPORT OF GENERAL MANAGER

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NO. 16-074

FISCAL IMPACT STATEMENT:

At this time, there is no anticipated fiscal impact to RAP's General Fund; however, future operations and maintenance costs have yet to be determined.

This Report was prepared by Isophine Atkinson, Senior Management Analyst, Grants Administration.

Attachment:

Resolution of the City Council of the City of Los Angeles

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS ANGELES
APPROVING THE APPLICATION FOR
LAND AND WATER CONSERVATION FUND
LINCOLN PARK POOL AND BATHHOUSE REPLACEMENT PROJECT

WHEREAS, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

WHEREAS, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing APPLICATIONS by local agencies under the program; and

WHEREAS, the Applicant certifies by resolution the approval of the APPLICATION and the availability of eligible MATCHING funds prior to submission of the APPLICATION to the State; and

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF LOS ANGELES HEREBY:

1. Approves the filing of an APPLICATION for Land and Water Conservation Fund assistance for the proposed: Lincoln Park Pool and Bathhouse Replacement Project.
2. Agrees to abide by SECTION 6(f) (3) of Public Law 88-578 which states "No property acquired or developed with assistance under this section shall, without the approval of the National Secretary of the Interior, be converted to other than public outdoor recreation uses. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location."
3. Certifies that said agency has Matching funds from eligible source(s) and can finance 100 percent of the Project, which up to half may be reimbursed; and
4. Appoints the General Manager, Executive Officer, or Assistant General Manager, of the City of Los Angeles Department of Recreation and Parks, as agent of the APPLICANT to conduct all negotiations and execute and submit all documents, including, but not limited to, APPLICATIONS, CONTRACTS, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned PROJECT.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Los Angeles at its meeting of _____.

HOLLY L. WOLCOTT, City Clerk

By: _____

REPORT OF GENERAL MANAGER

NO. 16-075

DATE March 16, 2016

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GAFFEY STREET POOL — POOL AND NEW BATHHOUSE RESTORATION (PRJ20726) (W.O. #E1907453F) PROJECT — RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3514



*R. Barajas
H. Fujita
V. Israel



K. Regan
N. Williams


General Manager

Approved

Disapproved

Withdrawn

RECOMMENDATION:

The Department of Recreation and Parks is in receipt of a Release of Stop Payment Notices filed by the claimants below, which releases the Board from any and all liability for withholding funds from the general contractor or the surety.

Contract 3514 CD 15

Gaffey Street Pool — Pool And New Bathhouse Restoration (PRJ20726) (W.O. #E1907453F)

General Contractor: AWI Builders, Inc.

Construction Status: Construction

Claimant: DD Reinforcing

Project Impact: none

Amount: \$99,807.33

Contract 3514 CD 15

Gaffey Street Pool — Pool And New Bathhouse Restoration (PRJ20726) (W.O. #E1907453F)

General Contractor: AWI Builders, Inc.

Construction Status: Construction

Claimant: Robertson's

Project Impact: none

Amount: \$1,508.98

REPORT OF GENERAL MANAGER

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NO. 16-075

FISCAL IMPACT STATEMENT:

Acceptance of Release of Stop Notice has no impact on the Department of Recreation And Parks' General Fund.

This Report was prepared by Iris Davis, Commission Executive Assistant I.

REPORT OF GENERAL MANAGER

NO. 16-076

DATE March 16, 2016

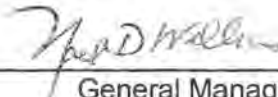
C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT:

PARK PLAYGROUND AND EXERCISE EQUIPMENT – PIGGYBACK ON CONTRACT BETWEEN THE INTERLOCK PURCHASING SYSTEM AND LANDSCAPE STRUCTURES, INC. FOR THE PURCHASE AND INSTALLATION OF PARK PLAYGROUND AND EXERCISE EQUIPMENT, SURFACING, SITE FURNISHING, AND OTHER RELATED PRODUCTS AND SERVICES

R. Barajas _____ K. Regan _____
H. Fujita _____ *N. Williams NDW
V. Israel _____



General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed contract, substantially in the form on file in the Board Office, between the City of Los Angeles and Landscape Structures, Inc., for the purchase and installation of park playground and exercise equipment, surfacing, site furnishings and other related products and services not-to-exceed Five Million Dollars (\$5,000,000.00) per year, subject to the review and approval of the City Attorney as to form;
2. Find that the contract between Landscape Structures, Inc. and The Interlocal Purchasing System (TIPS) , attached hereto as Attachment A, authorizes the City to utilize that contract for the purchase and installation of park playground and exercise equipment, surfacing, site furnishings and other related products and services;
3. Find as the contract awarding authority, in accordance with Charter Section 371 (e)(2), that the proposed contract for the purchase and installation of park playground and exercise equipment, surfacing, site furnishings and other related products and services to be provided by Landscape Structures, Inc., is for the performance of expert services of a temporary and occasional character for which competitive bidding is not practicable or advantageous;
4. Find pursuant to Charter Section 371(e)(8), that the City may utilize TIPS Contract with Landscape Structures, Inc., because contracts for cooperative arrangements with other governmental agencies for the performance of expert services contracts of those agencies and any implementing agreements, even though the contracts and implementing

REPORT OF GENERAL MANAGER

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NO. 16-076

agreements were not entered into through a competitive bid process are an exception to the City of Los Angeles' competitive bidding requirements;

5. Find as the contract awarding authority, in accordance with Charter Section 371(e)(10), that the use of competitive bidding for the services to be provided by Landscape Structures, Inc., would be undesirable, impractical or impossible or is otherwise excused by common law;
6. Find, as the contract awarding authority, in accordance with Charter Section 1022, that RAP does not have, available in its employ, personnel with the necessary expertise to undertake and accomplish the aforementioned specialized professional services sought in a timely manner, and therefore that the work can be performed more feasibly by an independent contractor, and in order to maintain warranties, patent rights or due to the other rational basis; or the labor component cannot reasonably be separated from the other contract elements;
7. Authorize staff to purchase the park playground and exercise equipment and installation, surfacing, site furnishings, and related products and services, as described in the Summary of this Report;
8. Direct the Board Secretary to transmit forthwith the proposed Contract to the City Attorney for review and approval as to form;
9. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals;
10. Authorize the Recreation and Parks' General Manager to extend the term of the Agreement, if TIPS exercises its option to renew its contract with Landscape Structures, Inc., for the two (2) additional one-year extension options, pending on the annual TIPS sales report; and,
11. Authorize the General Manager, or designee, to make technical corrections as necessary to the contract, to carry out the intent of this Report.

SUMMARY:

The Department of Recreation and Parks (RAP) has an ongoing need for contractual services to purchase and install park playground and exercise equipment, surfacing, site furnishings (benches, picnic tables, planters, and other related site furnishings), and other related products and services (such as design and layout), to make park improvements throughout the City of Los Angeles. The ability to purchase and install such materials and equipment is critical to meeting RAP's need to build new parks and to enhance existing parks.

TIPS, with the Region VIII Education Service Center (Region VIII ESC) as the lead agency, has published a Request for Proposals for Playground and Exercise Equipment. Through this process,

REPORT OF GENERAL MANAGER

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NO. 16-076

Landscape Structures, Inc., was selected and was awarded the contract for meeting all minimum requirements as indicated on the TIPS specification.

The TIPS' contract with Landscape Structures, Inc., meets RAP's criteria for the ability to purchase and install park playground and fitness equipment and other park related products and services for the development of new parks and park improvements. Landscape Structures, Inc., has performed and completed several of RAP's projects in the described capacities over the past few years. The TIPS bidding selection allows Landscape Structures, Inc., to be added to RAP's As-Needed Qualification List. If desired, RAP may use this contract in an amount not to exceed Five Million Dollars (\$5,000,000.00) per year.

The contract amount of Five Million Dollars (\$5,000,000.00) per year is an estimate and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into a contract, guarantees no minimum amount of business or compensation.

Staff is recommending that the Board authorize RAP to utilize TIP's competitively bid contract with Landscape Structures, Inc. Pursuant to certain state notice provisions, public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award and are listed under TIPS. TIPS authorizes any public agencies listed to use the contract with Landscape Structures, Inc. A separate contract number will be issued and the Agreement will be executed between the Landscape Structures, Inc., and RAP through the Board.

TIPS' contract with Landscape Structures, Inc. will be extended automatically at each twelve (12) months review for the next two (2) consecutive years if both parties agree upon the contractor's TIPS sales report. The total term of the contract may be up to thirty-six (36) months, at which time the contract will expire on November 24, 2018. If TIPS' contract is extended with Landscape Structures, Inc. RAP's General Manager will have the choice to extend the term of RAP's Agreement with Landscape Structures, Inc., at each twelve (12) month interval.

FISCAL IMPACT STATEMENT:

There will be no direct fiscal impact to RAP's General Fund, as funding will be identified on a per project basis.

This Report was prepared by Kai Wong, Management Analyst II, Contracts, Finance Division and reviewed by Noel Williams, Chief Financial Officer, Finance Division.

ATTACHMENT A

The Contract between Interlocal Purchasing System (TIPS) and Landscape Structures, Inc., executed November 19, 2015

VENDOR CONTRACT

Between Landscape Structures Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Playground and Exercise Equipment

CONTRACT NUMBER 7111915

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

1. Freight: Freight Terms are F.O.B. Destination, Prepaid and Added to provide the best freight pricing to the customer.

2. Shipments: Equipment is manufactured to order. Standard lead time is 14 days from receipt of complete order. Lead time for custom products will be provided at time project is quoted. Expedited service may be available for an additional fee.

3. Landscape Structures Inc. guarantees the contract discount for the term of the contract. Discount is calculated on current pricing at time of quote.

4. Participation Fee: Fee will be calculated on Purchase Order amount minus TIPS participation fee, freight, taxes and any required bond or permit fees.

5. Start Time (Attributes #43): Landscape Structures will begin manufacturing process immediately upon receipt of complete order which includes but is not limited to shipping and billing information, color selections and approved specifications or later as directed to meet customer's schedule. Manufacturing time for standard product is 14 days but may vary depending on customer demand. See #2 above.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Landscape Structures Inc.
Mailing Address: 601 7th Street S.
City: Delano
State: MN
Zip: 55328
Telephone Number: (763) 972-3391
Fax Number: (763) 972-3185
Email Address: elaineharkess@playlsi.com
Authorized Signature: *Elaine M. Harkess*
Printed Name: Elaine Harkess
Position: Contract Administrator

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

| | |
|---------------------------------|-------------------|
| <u><i>Blonde Mc Nat</i></u> | <u>11-19-2015</u> |
| TIPS Authorized Signature | Date |
| <u><i>David Wayne Fitts</i></u> | <u>11-19-2015</u> |
| Approved by Region VIII ESC | Date |

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|---|---------------------|---|---------------------|
| Bid Creator | Kim Thompson Coordinator of Office Operations | Address | Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 | Address |
| Email | Kim.Thompson@tips-usa.com | Contact | Kim Thompson, Coordinator of Office Operations | Contact |
| Phone | (903) 575-2608 | | | Department |
| Fax | (866) 929-4402 | | | Building |
| Bid Number | 7111915 | | | Floor/Room |
| Title | Playground and Exercise Equipment | Department | | Telephone |
| Bid Type | RFP | Building | | Fax |
| Issue Date | 09/01/2015 | | | Email |
| Close Date | 10/9/2015 3:00:00 PM CT | Floor/Room | | |
| Need by Date | | Telephone | +1 (866) 839-8477 | |
| | | Fax | +1 (866) 839-8472 | |
| | | Email | bids@tips-usa.com | |

Supplier Information

Company Landscape Structures Inc.
Address 601 7th Street S.

 Delano, MN 55328

Contact
Department
Building
Floor/Room
Telephone 1 (763) 9723391
Fax 1 (763) 9723185
Email
Submitted 10/8/2015 3:00:15 PM CT
Total \$0.00

Signature Elaine Harkess

Email elaineharkess@playlsi.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|-------------------------------------|--|---|
| 1 | Yes - No | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. | No |
| 2 | Yes - No | Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. | No |
| 3 | Yes - No | The Vendor can provide services and/or products to all 50 US States? | Yes |
| 4 | States Served: | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) | |
| 5 | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) | Since 1971, Landscape Structures Inc. has been the leading manufacturer of commercial playground equipment in the world. The employee-owned company is committed to creating a better world by encouraging outdoor activities that develop healthy kids, families and communities. Landscape Structures designs better playgrounds that welcome all ages and abilities, become signature gathering spaces for communities and offer the most innovative play experiences. The company's mission from day one has been to enhance children's lives by fostering and creating inspiring play experiences while honoring the environment. Learn more at playlsi.com . |
| 6 | Primary Contact Name | Primary Contact Name | Elaine Harkess |
| 7 | Primary Contact Title | Primary Contact Title | Contract Administrator |
| 8 | Primary Contact Email | Primary Contact Email | elaineharkess@playlsi.com |
| 9 | Primary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 10 | Primary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) | 7639723185 |
| 11 | Primary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) | |
| 12 | Secondary Contact Name | Secondary Contact Name | Jane Jenewein |
| 13 | Secondary Contact Title | Secondary Contact Title | Strategic Alliance Manager |
| 14 | Secondary Contact Email | Secondary Contact Email | janejenewein@playlsi.com |
| 15 | Secondary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 16 | Secondary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) | 7639723185 |
| 17 | Secondary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) | |

| | | | |
|----|------------------------------|--|--|
| 18 | Admin Fee Contact Name | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. | Elaine Harkess |
| 19 | Admin Fee Contact Email | Admin Fee Contact Email | elaineharkess@playlsi.com |
| 20 | Admin Fee Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 21 | Purchase Order Contact Name | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. | Elaine Harkess |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email | elaineharkess@playlsi.com |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 24 | Company Website | Company Website (Format - www.company.com) | www.playlsi.com |
| 25 | Federal ID Number: | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) | 41-0971842 |
| 26 | Primary Address | Primary Address | 601 7th Street S. |
| 27 | Primary Address City | Primary Address City | Delano |
| 28 | Primary Address State | Primary Address State (2 Digit Abbreviation) | MN |
| 29 | Primary Address Zip | Primary Address Zip | 55328 |
| 30 | Search Words: | Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) | Playground Equipment, Playgrounds, Commercial Playground Equipment, Skate Ramps, Modular Skate Ramp System, Skate Park Design, Skateboard parks, Playground Surfaces, Playground Surfacing, Safety Surfacing, Rubber Surfacing, Special Needs Playground, School Playground, Water Park Surfaces, Water Park Surfacing, Splash Pad Surfacing, Outdoor Water Play, Playground Shade, Shade Canopies, PlayLSI, Landscape Structures, PebbleFlex, AquaFlex, HealthBeat, Evos, Weevos, Outdoor Fitness Equipment, Custom Playground Equipment, Theme playground Equipment, Theme Concrete, Inclusive Playground, Outdoor Exercise Equipment, Natural Playgrounds, Playground Flooring, Custom Playground |
| 31 | Yes - No | Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) | Yes |
| 32 | Yes - No | Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder? | No |

| | | | |
|----|----------------------------|---|------------------------|
| 33 | Company Residence (City) | Vendor's principal place of business is in the city of? | Delano |
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of? | Minnesota |
| 35 | Felony Conviction Notice: | (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) | (No Response Required) |
| 36 | Yes - No | A publicly held corporation; therefore, this reporting requirement is not applicable? | No |
| 37 | Yes - No | Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section. | No |
| 38 | Pricing Information: | Pricing information section. (Questions 39 - 42) | (No Response Required) |
| 39 | Yes - No | In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section. | Yes |
| 40 | Yes - No | Pricing submitted includes the TIPS administration fee? | Yes |
| 41 | Yes - No | Vendor agrees to remit to TIPS the required administration fee? | Yes |
| 42 | Yes - No | Additional discounts to TIPS members for bulk quantities or scope of work? | Yes |
| 43 | Start Time | Average start time after receipt of customer order is ___ working days? | 3 |
| 44 | Years Experience | Company years experience in this category? | 44 |
| 45 | Resellers: | Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. | Yes |
| 46 | Prices are guaranteed for? | (__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract") | 12 Months |

Line Items

Response Total:

\$0.00

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES *[Signature]* Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES *[Signature]* Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with *

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES  Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES EMH Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES EMH Initial of Authorized Company Official

Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES EMH Initial of Authorized Company Official

Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES EMH Initial of Authorized Company Official

Company Name Landscape Structures Inc.

Print name of authorized representative Elaine Harkess

Signature of authorized representative *Elaine Harkess*

Date 10/6/2015

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.


Vendor Name: Landscape Structures Inc.

Vendor Address: 601 7th Street S.; Delano, MN 55328

Vendor E-mail Address: elaineharkess@playlsi.com

Vendor Telephone: 763-972-3391

Authorized Company Official's Name: Elaine Harkess

Signature of Company Official: 

Date: 10/6/2015



STANDARD TERMS AND CONDITIONS FOR INSTALLATION

Please include these conditions for all purchase orders that include installation.

The Owner is responsible for:

1. Equipment unloading and security of equipment while on site.
2. Water, power and trash container on site. Free and clear vehicle access to site.
3. Site preparation, leveled to grade (free of all sand and debris) and ready for installation of the equipment. For surface mount installations on concrete slabs, a 1% slope is maximum. (1/8" per foot)
4. All utilities located and marked. Movement of any utilities conflicting with the installation of the equipment is the responsibility of the owner.
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged at a cost plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, labor due to abnormal soil conditions, are not included in price.
7. Notify Landscape Structures Inc. of any changes immediately. If changes are made that we are not aware of and the changes alter the installation, all additional costs will be passed on to the owner.

Once the equipment is ordered, an estimated shipping date will be provided.

Installation quote is for basic installation and does not include core drilling, saw cutting, spoil removal, or hard rock drilling (more than ten minutes per 12" x 24" hole).

PERMITS

Any Federal, State and local permits required for this work are the responsibility of the contractor/owner.

INSTALLATION

Landscape Structures is obligated to provide the equipment and the installation of the equipment by a certified Landscape Structures installer on a prepared site. Surfacing is to be provided by others following installation of playground equipment and is required per ASTM F1487-11, 11.2.2. Installation quote is based on ground and weather conditions that permit installation per manufacturer's guidelines.

Order will not be considered complete without color specifications, correct addresses for billing, shipping, and maintenance information.

References - Landscape Structures Inc.

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

| Organization | City | State | Contact Name | Contact Phone |
|--|-------------|-------|------------------|--------------------------------------|
| City of Los Angeles/ Department of Recreation and Parks | Los Angeles | CA | Jim Newsom | Office: 818-756-9406 or 213-202-2678 |
| The Maryland National Capital Park & Planning Commission | Riverdale | MD | Brenda J. Iraola | 301-699-2480 |
| West Fargo Park District | West Fargo | ND | Barb Erbstoesser | 701-433-5360 |



Warranty, Life Cycle and Post-Installation Support

Warranty

Landscape Structures was the first in our industry to provide a 100 year warranty. We became challenged with the various definitions of “lifetime warranty” as we frequently found it meant five years or less. We decided that since we were already standing behind our products, we would make sure our warranty truly reflects our approach. To this day, if the product does not perform as expected we will work with the customer to reach a fair resolution, regardless of our stated warranty.

- Complete manufacturer’s warranty certificate is attached.
- Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material.
- Most standard replacement hardware and other common parts can be shipped within 24 to 48 hours of Landscape Structures receiving and processing a warranty request. Other standard warranty parts can be shipped within two to seven days depending on the item.

Expected Life Cycle

- With few exceptions the useful life of our products exceeds their respective warranty period. Usually our customers decide to refresh their play areas with current offerings well before the product actually wears out. We developed a retrofit program just for this purpose. Of course, proper installation and maintenance are critical to extending the life of our products. Even though we have product in the field that is over 30 years old, we believe the average time before it is refreshed or replaced is 10 to 15 years.

Replacement Parts

Landscape Structures will provide replacements that are identical to the original equipment except for situations where the original product has been redesigned for safety or conformance reasons. In these situations Landscape Structures will provide replacements that are similar in form, fit and function.

- Most replacement standard hardware and other common parts can be shipped within 24 to 48 hours of processing a damaged or replacement part request. Other standard replacement parts can be shipped within two to seven days depending on the item. Custom or retrofit products orders may take six to eight weeks manufacturing. Exceptions are made with our quick ship program.
- Landscape Structures maintains records for all customer orders for a period of over 25 years. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more.
- Landscape Structures can also provide installation instructions, maintenance documents, inspection checklists and maintenance materials including touch up paint, sand paper and emery cloth for most playstructure orders sold within the past 20 years.
- Service calls will be answered by phone within 24 hours during normal business hours. Site visits will be arranged as needed.



100-Year Limited Warranty On all PlayBooster[®], PlayShaper[®] and PlaySense[®] aluminum posts, stainless steel fasteners, clamps, beams and caps against structural failure due to corrosion/natural deterioration or manufacturing defects, and on PlayBooster, Evos[®] and Weevos[®] steel posts and arches against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all plastic components (including TuffTimbers[™] edging), all steel components (except 100-year steel posts), Mobius[®] climbers, decks and TenderTuff[™] coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects. TuffTurf[®] tiles against material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-Year Limited Warranty On Aeronet[®] climbers and climbing cables against defects in materials or manufacturing defects. On CoolToppers[®] fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the design loads as stated in the specifications found in the technical information.

5-Year Limited Warranty On PebbleFlex[®] surfacing system against failure due to delamination, manufacturing defects, installation services provided by Landscape Structures Inc. and impact attenuation.

3-Year Limited Warranty On all other parts, i.e.: Pulse[™] products, CableCore[®] products, all swing seats and hangers, Mobius climber handholds, Wiggle Ladders, Chain Ladders and ProGuard[™] Swing Chain, Track Ride trolleys and bumpers, all rocking equipment including Sway Fun[®] gliders, PVC belting material, HealthBeat[®] resistance mechanism, Seesaws, Wiggle Ring Bridge, etc., against failure due to corrosion/natural deterioration or manufacturing defects.

This warranty does not include any cosmetic issues or wear and tear from normal use. It is valid only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2015 Play Equipment Warranty

You have our word.

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Seller further warrants:

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures. To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

Chairman

Date: 01/01/2015



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. NOTE: All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





2015 PlaySense® Warranty

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material. As a further indication of our quality, Landscape Structures Inc. provides:

- **100-Year Limited Warranty** on all stainless steel fasteners, aluminum posts and beams, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **15-Year Limited Warranty** on all plastic and steel components, against structural failure due to material or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **3-Year Limited Warranty** on all other parts such as: Clatterbridges, D-Rings, Wiggle Ladders, Chain Ladders, Air Dancer, Disc Challenge, all rocking or moving equipment, etc. against failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.


All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and/or equipment are erected in conformance with PlaySense installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc., 601 7th Street South, Delano, Minnesota 55328-8605.

Signed:  Chairman

Date: 01/01/2015

Skatewave®

BY LANDSCAPE STRUCTURES INC.

Skatewave, by Landscape Structures Inc., ("Manufacturer") warrants that all components of the Skatewave modular skatepark systems will conform in kind and quality to the specifications set forth in the specifications sheet for the products identified in the Acknowledgement of Order and will be free of defects in workmanship and material. As a further indication of our quality, Manufacturer:

- 15-Year Limited Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.
- 15-Year Limited Warranty on TekTrak™ Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.

All the warranties commence on date of Manufacturer's invoice (Original Commencement Date). All warranties provided herein are nontransferable and are limited to the original purchaser. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Repaired or replacement parts will be warranted for the balance of the original warranty period which started on the Original Commencement Date. Manufacturer's efforts to provide repaired or replacement parts will not act to either extend the warranties provided herein or alter the Original Commencement Date.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE PURCHASER. MANUFACTURER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, REPRESENTATIVE OR ANY OTHER PERSON TO ASSUME FOR MANUFACTURER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE STRUCTURES SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT.

The warranties stated above are valid only if the structures and or equipment are erected in conformance with Skatewave's installation instructions and maintained according to the maintenance procedures furnished by Skatewave; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, abuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgment of Manufacturer, affects the condition or operation of the structures.

LS
**landscape
structures®**

Signed: *Steve Felt*, Chairman Date: 1.1.2015

1.1.2014 #765-2079 Skatewave Warranty

Vendor Certificates

Landscape Structures is proud to lead the way and promote healthy lifestyles for children and families, a cleaner environment and strong communities. We're a founding member of the International Play Equipment Manufacturers Association (IPEMA), an organization that ensures quality and safety for all playground equipment. In addition, we are certified to both ISO 9001: 2008 and ISO 14001: 2004 standards, which help ensure that each of our products is safe for children and the environment, and that our equipment is consistently manufactured to the highest-quality standards. In fact, we were the first North American playground equipment manufacturer to be ISO 14001 certified.

- Landscape Structures is a member in good standing of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment.
- All products covered under the scope of the ASTM Standard for playgrounds in our 2015 Park and Playground Equipment catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted
- ISO 9001:2008 and ISO 14001:2004: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment and skatepark equipment manufacturer with confidence, because we have the processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

Landscape Structures received its certification to the ISO 9001:1994 standard in 1996, the ISO 9001:2000 standard in 2003 and now to updated ISO 9001:2008 in 2009. We received our certification to the ISO 14001:1996 standard in 1998 and to the updated 14001:2004 standard in 2005.

ISO 9001:2008 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality

ISO 14001:2004 drives us toward operating in a manner that is environmentally conscious

Both standards provide guidelines for establishing a company's quality and environmental management programs.

- Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Hawaii, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee, and Washington (other states may not require them) allowing us to provide turn-key projects to our customers
- Landscape Structures has been approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET).
- Landscape Structures Playground Designers and Product Development team hold Certified Playground Safety Inspector (CPSI) certificates.



January 30, 2015

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with the ASTM (American Society for Testing and Materials) in the development and on-going updates to the F1487 Safety Standard (Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufactures Association (IPEMA).

All products covered under the scope of the Standard in our 2014-2015 Playground Components Book and 2015 Playground Components Supplement have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

If you have any questions, please contact the undersigned.

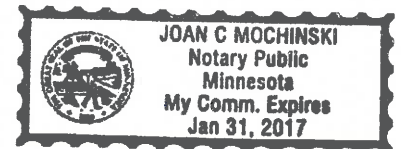
Sincerely,

Tom Fitzpatrick, P.E.
Product Compliance Engineer

Subscribed and sworn before me on this 30th day of January, 2015.

Joan C. Mochinski
Notary Public

1-31-17
Expiration Date



(Notary Stamp)



January 11, 2015

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with the ASTM (American Society for Testing and Materials) in the establishment and on-going updates to the F1487 Safety Standard (Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufactures Association (IPEMA).

All products in our current PlaySense Catalog (©2013) have been tested and certified to be in compliance with the requirements of the ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

If you have any questions, please contact the undersigned.

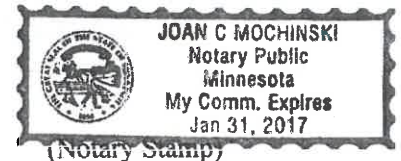
Sincerely,

Tom Fitzpatrick
Product Compliance Engineer

Subscribed and sworn before me on this 11th day of January, 2015.

Joan C. Mochinski
Notary Public

1-31-17
Expiration Date





January 11, 2015

Subject: Skatewave

To Whom It May Concern:

The Skatewave 3.0 product line manufactured by Landscape Structures meets all of the technical requirements of ASTM F2334-09, which is the standard guide for above ground public use skatepark facilities. This standard includes requirements around materials used, the manufacturing of the product, various safety and performance requirements, as well as other aspects.

Sincerely,

A handwritten signature in black ink that reads 'Tom Fitzpatrick'.

Tom Fitzpatrick, P.E.
Product Compliance Engineer

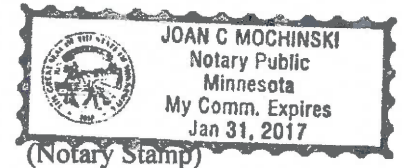
Subscribed and sworn before me on this 11th day of January, 2015.

A handwritten signature in blue ink that reads 'Joan C. Mochinski'.

Notary Public

1-31-17

Expiration Date



(Notary Stamp)



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Quality Management System of:

Landscape Structures Inc.

**601 7th Street South
Delano, Minnesota 55328
USA**

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

ISO 9001:2008

The Quality Management System is applicable to:

Design and Manufacture of Playground Equipment including Product Development, Pre-sale Design, Order Engineering, Manufacturing (including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000177-11.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burck

Paul M. Burck, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Environmental Management System of:

Landscape Structures Inc.

601 7th Street South

Delano, Minnesota 55328

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2004

The Environmental Management System is applicable to:

Design and Manufacture of Playground Equipment including Product Development, Pre-sale Design, Order Engineering, Manufacturing (including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000509-9.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burck
Paul M. Burck, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 ▼ Arvada, Colorado 80003 ▼ 303-456-6010 ▼ FAX 303-456-6681 ▼ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>

#755-2427



National Recreation
and Park Association



Certified
Playground
Safety Inspector

| First Name | Last Name | State | Expiration | Cert | Certificate Number | Title, LSI Department |
|------------|----------------------|-------|------------|------|--------------------|---|
| Aaron | Nelson | MN | 4/1/2017 | CPSI | 23909-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Allison | Schrein | MN | 6/1/2016 | CPSI | 22423-616 | Playground Designer, Design Services |
| Brian | Rumpza | MN | 2/1/2016 | CPSI | 127857-0216 | Installation Specialist, Product Development |
| Brian | Schaust | MN | 4/1/2017 | CPSI | 23934-0417 | Installation Specialist, Product Development |
| Christine | Brey | MN | 4/1/2016 | CPSI | 21849-416 | Playground Designer, Design Services |
| COLE | DEHN | MN | 5/1/2015 | CPSI | 19944-0515 | 3D Design Solutions Specialist, Design Services |
| Cory | Anderson | MN | 5/1/2018 | CPSI | 31453-518 | Playground Designer, Design Services |
| Dan | Isaacs | MN | 5/1/2018 | CPSI | 31437-518 | Senior Custom Mechanical Designer, Custom Product Engineering |
| Dave | Johnson | MN | 6/1/2016 | CPSI | 22407-616 | Modification Engineer, Custom Product Engineering |
| Gabriel | Colten | MN | 4/1/2018 | CPSI | 30956-418 | Playground Designer, Design Services |
| Gerald | Gruelle | MN | 4/1/2017 | CPSI | 23890-0417 | Senior Designer, Design Services |
| Heather | Truax | MN | 4/1/2018 | CPSI | 30903-418 | Order Engineer, Order Engineering |
| Jessica | Nowacki Vandenhoevel | Mn | 4/1/2017 | CPSI | 23916-0417 | Order Engineer, Order Engineering |
| Jonah | Scholen | MN | 4/1/2017 | CPSI | 23935-0417 | Conceptual Playground Designer, Design Services |
| Jonathan | Huehn | MN | 7/1/2018 | CPSI | 31902-718 | Testing Technician, Product Development |
| Kyle | Myrmel | Mn | 6/1/2016 | CPSI | 22415-616 | Order Engineer, Order Engineering |
| Mark | Obrecht | Mn | 4/1/2017 | CPSI | 23917-0417 | Playground Designer, Design Services |
| Martino | Nguyen | MN | 4/1/2017 | CPSI | 23912-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Matt | Fawley | MN | 4/1/2018 | CPSI | 30947-418 | Senior Custom Mechanical Designer, Custom Product Engineering |
| Nick | Metz | MN | 6/1/2016 | CPSI | 22413-616 | Custom Products Presale Designer, Product Development |
| Nikki | Hall | Mn | 4/1/2016 | CPSI | 21859-416 | Order Engineer, Order Engineering |
| Patricia | Tacheny | MN | 6/1/2016 | CPSI | 22424-616 | Playground Designer, Design Services |
| Perry | Hicks | Mn | 4/1/2017 | CPSI | 23894-0417 | Senior Custom Mechanical Designer, Custom Product Engineering |
| Peter | Gunnarson | Mn | 4/1/2018 | CPSI | 30941-418 | Concept Designer, Product Development |
| Randy | Watermiller | MN | 2/1/2016 | CPSI | 159028-0216 | Director of Product Development, Product Development |
| Sheri | Seminary | MN | 4/1/2018 | CPSI | 30911-418 | Playground Designer, Design Services |
| Stefanie | Gartner | MN | 6/1/2016 | CPSI | 22403-616 | Playground Designer, Design Services |
| Steven | Plager | Mn | 4/1/2017 | CPSI | 23926-0417 | Design Engineering Manager, Product Development |
| Thomas | Fitzpatrick | MN | 8/1/2018 | CPSI | 32010-818 | Product Development Engineer, Product Development |
| Tim | Kelly | MN | 4/1/2018 | CPSI | 30934-418 | Custom Designer, Design Services |
| Tom | Wetter | Mn | 8/1/2015 | CPSI | 206001-0815 | Custom Products Engineer Manager, Product Development |
| Tory | Roff | MN | 4/1/2018 | CPSI | 30917-418 | Custom Products Presale Designer, Product Development |
| Tracy | Obrien | MN | 4/1/2017 | CPSI | 23918-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Trevor | Ryks | MN | 4/1/2017 | CPSI | 23933-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Zach | Norlin | MN | 4/1/2017 | CPSI | 23913-0417 | Custom Mechanical Designer, Design Services |



4845 US Highway 271 North, Pittsburg, Texas 75686

November 19, 2015

Landscape Structures Inc
601 7th Street S.
Delano, MN 55328

RE: TIPS Awarded Contract - Playground & Exercise Equipment
TIPS Contract Number - 7111915

CONTRACT AWARD

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region VIII Education Service Center has awarded a contract for Playground & Exercise Equipment under Contract Number 7111915 to Landscape Structures Inc. This contract will be in effect from 11/19/2015 through 11/24/2018. With the option for automatic annual renewal at each 12 month review for the next two consecutive years if both parties agree and vendor has reported TIPS sales. Total term of contract may be up to 36 months.

CONTRACT ADDENDUMS

Only items submitted on the original proposal can be sold through this contract. If you need to change pricing or add products this can be done through an Addendum to your Awarded Contract. You can only add items that are in the same category. Email the request to add products or change pricing to kim.thompson@tips-usa.com.

REPORTING OF SALES TO TIPS

Instructions are enclosed in this New Vendor Packet for reporting options for TIPS Sales and remitting the up to 2% Administration Fee (see Contract for percentage). If no sales were paid to you by TIPS Members during the month, then no report is due. **IT IS A REQUIREMENT THAT TIPS BE PROVIDED THE SALES INFORMATION WITH THE SUBMISSION CHECK THAT IDENTIFIES THE MEMBER NAME, STATE, SALE AMOUNT, AND the 2% AMOUNT.**

PROCESSING PURCHASE ORDERS

Awarded Vendor MUST direct TIPS members to email all PO's to TIPSP0@tips-usa.com. TIPS office will validate purchase orders and forward to you as the Awarded Vendor for processing. Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files. If you have been notified by TIPS, you may be eligible for an "Automated Contract" which means that you have an e-commerce site and take internet orders. Automated vendors must sign extra documentation accepting responsibility for sending sales to TIPS for all collected TIPS Sales.

DOING BUSINESS IN WEST VIRGINIA

If your company can serve members in West Virginia, you must review, agree, sign and forward by US Mail the enclosed **RESA-8 TERMS AND CONDITIONS** document in the addressed envelope. If you do not sign and mail this document, then your company will not be afforded the opportunity to sell products or services to any of the West Virginia Members through the

TIPS Vendor Awarded Contracts. Do not return this form to the TIPS, **Form must be mailed** to RESA-8 Office in West Virginia at 109 South College Street, Martinsburg, West Virginia 25401. You must have this document signed by RESA 8 prior to selling products through TIPS to WV members. If your company will not be doing business in West Virginia, disregard this section.

VENDOR WEB PAGE REVIEW

Go to www.tips-usa.com Hover over “Contracts” and click on “All Contracts”. Find your company in the list and click on your company name. Take a moment to review the information posted for your company. Notify the TIPS office at 866-839-8477 of changes. If you would like to have your company logo displayed on your vendor page, you may email it to TIPS at tips@tips-usa.com and we will be glad to add it to your vendor page. Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be square; it has to fit on a 350 x 350 square space)

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

Individual Awarded Vendors must set up their own TIPS Login and Password. (Primary Contact Only) Here are the instructions:

1. Go to www.tips-usa.com
2. Hover over “Vendors” and click on “Vendor Login”.
3. Click on “Reset Password” link.
4. Enter your email address, verify email address and click on “Send”.
5. An automated email will be sent to the user. Click on the link in the email to complete the login setup.

Not all information can be changed by the vendor. If you are not able to update some information, notify the TIPS Office at tips@tips-usa.com and request a vendor contract change. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc...)

You can also set up additional account users for your company. These users will not have the ability to make changes to the vendor profile. But they will be able to access TIPS Membership Information which will assist them in identifying new members for sales transactions.

To SET-UP ADDITIONAL USERS:

Hover over “My Account” and click on “Authorized Users – Click on Add Users. Fill in the required fields of information then click ADD. Users can be given FULL or VIEWER permissions. Full permission gives the user the same access as the Primary Contact. The person responsible for paying the TIPS 2% Admin Fee needs FULL permissions. *NOTE: the only person who can set up additional users is the Primary Contact for the Vendor Contract.*

SIGNING UP NEW TIPS MEMBERS

Awarded Vendors assist TIPS by signing up new TIPS members. New members bring additional sales for all TIPS Awarded Vendors. Click on Members. For all states (except- Texas and Arizona) entities may sign up for membership ONLINE. Texas and Arizona entities are required by their respective state’s to complete the Interlocal Agreement document by clicking on the state within the US Map provided. Membership Forms (Interlocal Agreement and Board Resolution) are provided. Fill out the document and send to TIPS for processing.

CERTIFICATE OF AWARDED CONTRACT



Awards
Landscape Structures Inc
an Awarded Vendor Contract
For
Playground & Exercise Equipment
Contract #7111915

Contract Effective Dates

Year One – 11/19/2015 – 11/22/2016

Year Two -11/22/2016 – 11/22/2017

Year Three -11/22/2017 –11/22/2018

***Contract will automatically renew on the contract date if both parties agree and vendor has reported TIPS Sales during the previous 12 months.**

Dr. David Fitts

**Executive Director
Region VIII ESC**



Visit www.tips-usa.com for details on this Awarded Vendor

REQUEST FOR PROPOSAL DOCUMENT



The Interlocal Purchasing System (TIPS)

A Cooperative Purchasing Program available for membership by Government and Other Entities in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Lead Agency



Region VIII Education Service Center

Address: 4845 US Hwy. 271 North
Pittsburg, Texas 75686

Toll-free (866) 839-8477 Fax (866) 839-8472
Website: www.tips-usa.com E-mail: bids@tips-usa.com

NOTICE TO BIDDERS

DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY:

<https://tips.ionwave.net>

Friday, October 9, 2015 at 3:00 P.M.

FOR THE CATEGORY –

PLAYGROUND AND EXERCISE EQUIPMENT

RFP- PLAYGROUND_AND_EXERCISE_EQUIPMENT – Due October 9, 2015 at 3:00 P.M.

About TIPS

TIPS is available for use by all public and private schools, colleges, universities, cities, counties and other government entities in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

It is the intention of TIPS to establish vendor awarded contracts to satisfy the procurement needs of participating member entities in this particular category. These awarded contracts will enable member entities to purchase on an "as needed" basis from competitively awarded contracts with high performance vendors. Bidders are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful bidder(s) for the products submitted. (Unless bidder has submitted inappropriate items for the category. Those items will not be awarded.)
- Awarded contracts will be automatically renewed on the annual contract award date for two consecutive year terms (as listed in the original awarded contract), if sales have been successfully reported to TIPS and if both parties agree. (Exception: There are two categories: General Services; and Trades, Labor and Materials that will not have an automatic renewal. These categories will be rebid annually and will not be subject to a renewal.)
- TIPS reserves the right to award multiple vendors if vendors offer items that are unique or serve different geographic regions and have best value to TIPS participating entities.
- This proposal is requested for the benefit of the attached list of members and other new members as they execute Interlocal Agreements.

Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively bid vendor contracts.
- Provide comprehensive purchasing practices with the assurance of the most competitive contracts.
- Provide competitive priced solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
- Equalized purchasing power for smaller entities.
- Assist government entities in maintaining the essential controls for budget and accounting

RFP- PLAYGROUND_AND_EXERCISE_EQUIPMENT – Due October 9, 2015 at 3:00 P.M.

purposes.

- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitively bid process for all TIPS Awarded Contracts.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and contract decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of bids and proposals that require responses to be made to individual districts.

Financing of TIPS

- The total cost of the TIPS program is funded through an administration fee paid to TIPS by the participating vendors. The fee is based on actual vendor invoiced sales. Fee schedule can be negotiated with winning bidder(s). The normal fee is 2%, but can be negotiated with the winning bidder.
- TIPS does not charge any fees to participating school districts or government entities.

Purchasing Procedures

- Contracts are established through open competition as described by the laws of the State of Texas and are available for piggy-back by other states. Purchase orders are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders are sent to the TIPS office where they are reviewed and edited by the TIPS staff and forwarded to the Vendor within one working day.
- Vendors deliver goods/services directly to the participating agency and then invoice the participating agency. The Vendor receives payment directly from the participating agency.

It is the intention of TIPS to establish a contract to furnish and/or deliver **PLAYGROUND_AND_EXERCISE_EQUIPMENT**. Proposers are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by governmental entities and school districts.

TIPS expects to contract with responsible vendor(s) to provide **PLAYGROUND_AND_EXERCISE_EQUIPMENT** to its members. The work includes installation, repair, rehabilitation and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

SCHEDULE OF AWARD OR RELATED EVENT:

| | |
|---------------------------------|--|
| Posting Date | Tuesday, September 1, 2015 |
| Proposal Advertising | Tuesday, September 1, 2015 – Friday, October 9, 2015 |
| Pre-Bid Meeting | Thursday, September 10, 2015 |
| Proposal Deadline | Friday, October 9, 2015 at 3:00 PM CST |
| Proposal Opening | Friday, October 9, 2015 beginning at 3:01 PM |
| Proposals Review/Scoring | Monday, October 12, 2015 through November 18, 2015 |
| Proposals Award | Thursday, November 19, 2015 |
| Award Notifications | Begin posting to TIPS Website Thursday, November 19, 2015 Vendor may call for results after 11/19/2015 Award letters will be available online to all Awarded Vendors. Non Award letters will be mailed to vendors with No Awards. |

RFP- PLAYGROUND_AND_EXERCISE_EQUIPMENT – Due October 9, 2015 at 3:00 P.M.

Proposal Instructions

1. Only electronically sealed proposals are accepted. **Faxed or mailed proposals will not be accepted.**
2. Proposals must be submitted on any or all items, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TIPS and to waive any informality in the proposal process.
3. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the vendor and shall be included with the proposal.
4. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
5. Addenda, if required, will be issued by TIPS to all those known to have received a complete set of RFP documents at least five working days prior to the opening. The vendor shall acknowledge on the Signature Form any addenda that have been received.

PROPOSAL FORMAT - BIDDERS PAY CLOSE ATTENTION TO DETAILS LISTED.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History “A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities). In addition to the name of the entity, a contact name and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

Resellers/Dealers

Vendors with Resellers/Dealers must download the Resellers/Dealers document from the “Attachments” section, complete and uploaded to the “Response Attachments” RESELLERS/DEALERS section.

Vendor Certifications

Vendor certifications will include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the "Response Attachments" D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section.

Bonding (If applicable)

Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Vendor Contract

Vendor Contract must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" VENDOR CONTRACT section.

Contract Signature Form

Contract Signature Form must be downloaded from the "Attachments" section, completed, signed, scanned and uploaded to the "Response Attachments" CONTRACT SIGNATURE FORM section.

Warranty (If applicable)

Warranty documentation must be scanned and uploaded to the "Response Attachments" WARRANTY section.

Supplementary Catalogs and Information (If applicable)

Supplementary Catalogs and Information documentation must be scanned and uploaded to the "Response Attachments" SUPPLEMENTARY section.

AWARD OF CONTRACT TO NONRESIDENT BIDDER - "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located." *Texas Government Code § 2252.002.*

Pre-Bid Meeting (Not Mandatory)

Where: Region 8 Education Service Center
4845 U.S. Highway 271 North, Pittsburg, Texas 75686
TIPS Board Room
Date: Thursday, September 10, 2015
Time: 9:00 AM CST
Agenda: TIPS Overview
TIPS eBid System
RFP Overview
Questions and Answers
Tour of TIPS Facility

Proposal Scoring

Scoring of Proposal: Criteria and Relative Weights

A Review Committee will evaluate and score all proposals. Recommendations for award of contracts will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for contract award on several factors. The factors which will be considered are weighted points in each area as follows:

1. **Purchase price.** (Pricing factors as determined by TIPS using a market basket study of randomly selected items.) (30%)
2. **Reputation** of the vendor and the vendor's goods or services. References may be contacted. (10%)
3. **Quality** of the vendor's goods or services. (Including quantity of line items available that are commonly purchased by the entity and electronic on-line catalog, order entry use by and suitability for the entity's needs and quality of catalog(s) for use by entity's employees that do not have electronic access.) (10%)
4. Extent to which the goods or services **meet criteria** outlined in RFP category submitted. (15%)
5. Vendor's **past relationship** with TIPS. (15%)
6. The total **long-term cost** to TIPS to acquire the vendor's goods or services. Length of price guaranty. (10%)
7. **Delivery time** to the member entity for goods/services. (10%)

BIDDERS FALLING BELOW AN 80% THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

SAMPLE SCORING GRID

The Interlocal Purchasing System (TIPS)
Bid Criteria and Relative Weights

BID CATEGORY: Appropriate Category will be listed here.

THIS PAGE WILL BE COMPLETED BY TIPS REVIEW COMMITTEE

| Company Name | Purchase Price | Vendor Reputation | Quality of Goods | Meets Criteria | Past Relationship | Long-Term Cost | Delivery Time | Total Points Scored |
|--------------|----------------|-------------------|------------------|----------------|-------------------|----------------|---------------|---------------------|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| 8. | | | | | | | | |
| 9. | | | | | | | | |
| 10. | | | | | | | | |

TIPS Authorized Review Representative Signature _____

_____ Date

Approved by Region VIII ESC Board of Directors _____

_____ Date

RFP- PLAYGROUND_ AND_EXERCISE_EQUIPMENT – Due October 9, 2015 at 3:00 P.M.

Lead Agency – Region VIII Education Service Center

Specifications and Pricing

Specifications may be those developed by TIPS and its participants or by the Manufacturer to represent items of regularly manufactured products. TIPS specifications have been developed by TIPS to indicate minimal standards as to the usage, materials and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TIPS, are to be considered informative to give the vendor information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.

Specifications and Pricing – PLAYGROUND_AND_EXERCISE_EQUIPMENT

Vendors should submit all equipment related to the following types of Playground Equipment, Athletic & PE Equipment, Heavy Duty Gym, Heavy Duty Weight Lifting and Heavy Duty Exercise Equipment with ALL related supplies.

These may include but is certainly not limited to the following:

Playground Equipment and Playground Supplies:

Individual pieces of equipment, Units, Sets, Slides, Merry-go-Rounds, Jungle Gyms etc...
Supplies may include ground coverings, trims or base covers, umbrellas, etc...

Athletic & PE Equipment:

Basketballs, nets, poles, Volleyball, nets, poles, Baseballs and Softballs, bats, bases, catcher gear, gloves, helmets, soccer balls, tennis rackets, tennis balls, all track and field accessories, all sports related equipment and supplies, swimming equipment, etc...

Portable Basketball and all other Game Courts:

This includes portable game courts.

HD Gym, Weight Lifting and Exercise Equipment:

Commercial Grade Treadmills, Commercial Grade Exercise Bicycles, Commercial Grade Elliptical/Cross Trainers, Commercial Grade Stairclimbers, Commercial Grade Selectorized Strength and Training Equipment, Commercial Grade Plate Loaded Strength Training Equipment, Commercial Grade Free Weights and any other Commercial Grade Equipment or Accessory.

All parts, supplies, services, repair, and installation for the above should be included in proposal.

Vendor may submit a catalog bid with discount off manufacturer list price or may submit a cost plus pricing schedule.

PLAYGROUND_AND_EXERCISE_EQUIPMENT. Bidder should submit all applicable products for all types of PLAYGROUND_AND_EXERCISE_EQUIPMENT. Including, but not limited to Installation pricing if applicable should be submitted.

Additional Services:

Bidder should list in the excel spreadsheet all related supplies, equipment, services, installation, repair, maintenance, and hourly fee according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

Pricing document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" PRICING section.

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
LANDSCAPE STRUCTURES, INC.

FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND AND EXERCISE
EQUIPMENT, SURFACING, SITE FURNISHINGS, AND RELATED PRODUCTS
AND SERVICES

This Agreement is entered into this ____ day of _____, 20____, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and Landscape Structures, Inc., (hereinafter referred to as "CONTRACTOR").

WHEREAS, CONTRACTOR has been awarded a competitively bid contract by The Interlock Purchasing System (TIPS), with Region VIII Education Service Center (Region VIII ESC) as the lead agency, to provide purchase and installation of playground and exercise equipment, surfacing, site furnishings, and related products and services on a non-exclusive basis pursuant to a Contract (CONTRACT) awarded on November 19, 2015 (attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, pursuant to Charter Section 371(e)(2), the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR, are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and

WHEREAS, pursuant to Charter Section 371(e)(8) the City may utilize them TIPS' Contract with Landscape Structures, Inc., because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, even though the contracts and implementing agreements were not entered into through a competitive bid process are an exception to the City's competitive bidding requirements; and

WHEREAS, pursuant to Charter Section 371(e)(10), the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "DEPARTMENT") desires to secure the technical, expert and professional services of a

qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, pursuant to Charter Section 1022 the DEPARTMENT does not have available in its employ personnel with the necessary expertise to undertake and accomplish the aforementioned specialized professional services in a timely manner, and it is therefore more feasible and economical; and

WHEREAS, it is in the DEPARTMENT's best interest to secure these services from CONTRACTOR; and

WHEREAS, the CONTRACTOR is experienced and is willing to provide such equipment systems and construction services to the DEPARTMENT in accord with CONTRACT attached hereto and incorporated herein by reference as Appendix A; and

NOW THEREFORE, CITY and CONTRACTOR hereby agree as follows:

I. PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION

a. Parties

The parties to this Contract are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners on behalf of the Department of Recreation and Parks, has its principal office 221 North Figueroa Street, Room 350, Los Angeles, CA 90012.

CONTRACTOR – Landscape Structure, Inc. having its principal office at 601 7th Street S., Delano, MN 55328.

b. Representatives

The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

CITY's representative will be:

Michael A. Shull, General Manager
City of Los Angeles, Department of Recreation and Parks
P.O. Box 86328
Los Angeles, California 90086-0328

With copies to:

Jimmy Newsom, Senior Management Analyst 1
City of Los Angeles, Department of Recreation and Parks
Contracts, Finance Division
221 North Figueroa Street, Suite 200
Los Angeles, CA 90012

Email Address: jimmy.newsom@lacity.org

Telephone Number: (213) 202-2678

Fax Number: (213) 202-3214

CONTRACTOR'S representative will be:

Attn: Elaine Harkess, Contract Administrator
Landscape Structures, Inc.
601 7th Street South
Delano, MN 55328

Telephone Number: (763) 972-3391

Fax Number: (763) 972-3185

Email-Address: elaineharkess@playlsi.com

II. SCOPE OF SERVICES

Upon receipt from DEPARTMENT of a Notice to Proceed (NTP) with specified work, CONTRACTOR will provide the purchase and installation of playground and exercise equipment, surfacing, site furnishings and other related products and services to DEPARTMENT on the same terms and conditions as CONTRACTOR'S Contract with TIPS.

III. TERMS OF PERFORMANCE

The term of this Agreement is from the date of execution to November 22, 2018, the expiration date of TIPS CONTRACT with CONTRACTOR. However, CONTRACT has an option to automatic renew annually if both parties agree and CONTRACTOR reports the TIPS sales. In the event that CONTRACT is renewed, the General Manager at his sole discretion can extend the term of the DEPARTMENT'S piggyback Agreement with CONTRACTOR for the additional two (2) one-year options.

Except for the following Standard Provisions for City Contracts (PSC) 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 21, and 23, CONTRACTOR will be required to comply with all other provisions of the City of Los Angeles' Standard Provisions for City

Contracts (Rev. 03/09) (attached hereto and incorporated herein by reference as Appendix B). Such provisions include but are not limited to, Los Angeles Municipal Lobby Ordinance, Contractor Government Project Reference Sheet, Living Wage Ordinances, Service Contractor Worker Retention Ordinance, Equal Benefits Ordinance, Non-Discrimination Equal Employment-Affirmative Action Plan, Slavery Disclosure Ordinance, Minority Business Enterprise/Women Business Enterprise/Other Business Enterprise Subcontractor Outreach Program, City Insurance Requirements, Child Care Policy Program, Child Support Obligations, Americans with Disabilities Act, Prohibition Against Retaliations Notice and any additional Bonding requirements and including Exhibit 1 Insurance Contractual Requirements.

The DEPARTMENT shall have the right to terminate this Agreement for its convenience, upon thirty (30) calendar days written notice to CONTRACTOR.

IV COMPENSATION AND SCHEDULE OF PAYMENTS

Prior to the start of any work, CONTRACTOR must receive a Notice-to-Proceed (NTP) from an authorized agent of the DEPARTMENT. In lieu of the following terms in Paragraph 3 of the CONTRACT between CONTRACTOR and The County, CONTRACTOR shall submit invoices to DEPARTMENT for all work performed. Once work has been completed to the satisfaction of DEPARTMENT, CONTRACTOR may submit an invoice for the agreed amount on the CONTRACTOR's original proposal, as stated on the NTP. Invoices must include CONTRACTOR's name, date, address, contact phone number. Summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by DEPARTMENT.

Invoices must be submitted to:

Jimmy Newsom, Senior Management Analyst I
City of Los Angeles, Department of Recreation and Parks
Contracts, Finance Division
6553 Woodley Avenue
Van Nuys, CA 91406

The CONTRACTOR's invoice will be reviewed and approved for payment by the DEPARTMENT's designated Project Manager (PM). Once signed off by the PM, payment will be processed by DEPARTMENT's Accounting Section for payment. DEPARTMENT may take up to 30 days for payment of invoiced properly submitted, unless CONTRACTOR offers a discount for an early processed payment.

V. NOTIFICATIONS

CONTRACTOR shall address all questions and correspondence concerning plans to:

Jimmy Newsom, Senior Management Analyst I
City of Los Angeles, Department of Recreation and Parks
Contracts, Finance Division
221 North Figueroa Street, Suite 200
Los Angeles, CA 90012
Email: JIMMY.NEWSOM@LACITY.ORG
Telephone: 213-202-2678

VI. NON-EXCLUSIVITY

The DEPARTMENT and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to DEPARTMENT and that DEPARTMENT may contract with other contractors to provide similar services during the term of this Agreement.

VII. RATIFICATION

At the request of DEPARTMENT, and because of the urgent need therefor, CONTRACTOR began performance of services required hereunder prior to the execution of this Agreement. By its execution hereof, DEPARTMENT hereby accepts such services from CONTRACTOR subject to all of the terms, covenants and conditions of this Agreement, and CONTRACTOR's performance of such services.

VIII. INCORPORATION OF DOCUMENTS

This agreement and incorporated documents represents the entire agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

Appendix A. The Contract executed on November 19, 2015, between The Interlocal Purchasing System (TIPS), with Region VIII Education Service Center (Region VIII ESC) as lead agency, and Landscape Structures, Inc.

Appendix B. Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement and (2) Appendix A.

IN WITNESS THEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates indicated:

Executed this _____ day
of _____, 20__

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

LANDSCAPE STRUCTURES, INC.

By _____

By _____

Approved as to Form:

Date: _____

Michael N. Feuer,
City Attorney

By _____
DEPUTY CITY ATTORNEY

Appendix A.

The Playground and Exercise Equipment Contract Number 7111915 executed on November 19, 2015, between Interlocal Purchasing System (TIPS) (lead agency Region VIII Education Service Center) and Landscape Structures, Inc.

VENDOR CONTRACT

Between Landscape Structures Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Playground and Exercise Equipment

CONTRACT NUMBER 7111915

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

1. Freight: Freight Terms are F.O.B. Destination, Prepaid and Added to provide the best freight pricing to the customer.
2. Shipments: Equipment is manufactured to order. Standard lead time is 14 days from receipt of complete order. Lead time for custom products will be provided at time project is quoted. Expedited service may be available for an additional fee.
3. Landscape Structures Inc. guarantees the contract discount for the term of the contract. Discount is calculated on current pricing at time of quote.
4. Participation Fee: Fee will be calculated on Purchase Order amount minus TIPS participation fee, freight, taxes and any required bond or permit fees.
5. Start Time (Attributes #43): Landscape Structures will begin manufacturing process immediately upon receipt of complete order which includes but is not limited to shipping and billing information, color selections and approved specifications or later as directed to meet customer's schedule. Manufacturing time for standard product is 14 days but may vary depending on customer demand. See #2 above.

CONTRACT INFORMATION

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Landscape Structures Inc.
Mailing Address: 601 7th Street S.
City: Delano
State: MN
Zip: 55328
Telephone Number: (763) 972-3391
Fax Number: (763) 972-3185
Email Address: elaineharkess@playlsi.com
Authorized Signature: *Elaine M. Harkess*
Printed Name: Elaine Harkess
Position: Contract Administrator

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blunde McMatt 11-19-2015
TIPS Authorized Signature Date
David Wayne Fitts 11-19-2015
Approved by Region VIII ESC Date

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|--|------------------------|--|-------------------------|
| Bid Creator | Kim Thompson Coordinator of Office Operations | Address | Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 | Address |
| Email | Kim.Thompson@tips-usa.com | Contact | Kim Thompson, Coordinator of Office Operations | Contact |
| Phone | (903) 575-2608 | | | Department Building |
| Fax | (866) 929-4402 | | | Floor/Room Telephone |
| Bid Number | 7111915 | Department Building | | Fax Email |
| Title | Playground and Exercise Equipment | | | |
| Bid Type | RFP | Floor/Room | | |
| Issue Date | 09/01/2015 | Telephone | +1 (866) 839-8477 | |
| Close Date | 10/9/2015 3:00:00 PM CT | Fax | +1 (866) 839-8472 | |
| Need by Date | | Email | bids@tips-usa.com | |

Supplier Information

Company Landscape Structures Inc.
Address 601 7th Street S.

 Delano, MN 55328

Contact
Department
Building
Floor/Room
Telephone 1 (763) 9723391
Fax 1 (763) 9723185
Email
Submitted 10/8/2015 3:00:15 PM CT
Total \$0.00

Signature Elaine Harkess

Email elaineharkess@playlsi.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

| # | Name | Note | Response |
|----|-------------------------------------|--|---|
| 1 | Yes - No | Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. | No |
| 2 | Yes - No | Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. | No |
| 3 | Yes - No | The Vendor can provide services and/or products to all 50 US States? | Yes |
| 4 | States Served: | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) | |
| 5 | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) | Since 1971, Landscape Structures Inc. has been the leading manufacturer of commercial playground equipment in the world. The employee-owned company is committed to creating a better world by encouraging outdoor activities that develop healthy kids, families and communities. Landscape Structures designs better playgrounds that welcome all ages and abilities, become signature gathering spaces for communities and offer the most innovative play experiences. The company's mission from day one has been to enhance children's lives by fostering and creating inspiring play experiences while honoring the environment. Learn more at playlsi.com . |
| 6 | Primary Contact Name | Primary Contact Name | Elaine Harkess |
| 7 | Primary Contact Title | Primary Contact Title | Contract Administrator |
| 8 | Primary Contact Email | Primary Contact Email | elaineharkess@playlsi.com |
| 9 | Primary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 10 | Primary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) | 7639723185 |
| 11 | Primary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) | |
| 12 | Secondary Contact Name | Secondary Contact Name | Jane Jenewein |
| 13 | Secondary Contact Title | Secondary Contact Title | Strategic Alliance Manager |
| 14 | Secondary Contact Email | Secondary Contact Email | janejenewein@playlsi.com |
| 15 | Secondary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 16 | Secondary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) | 7639723185 |
| 17 | Secondary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) | |

| | | | |
|----|------------------------------|--|--|
| 18 | Admin Fee Contact Name | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. | Elaine Harkess |
| 19 | Admin Fee Contact Email | Admin Fee Contact Email | elaineharkess@playlsi.com |
| 20 | Admin Fee Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 21 | Purchase Order Contact Name | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. | Elaine Harkess |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email | elaineharkess@playlsi.com |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions) | 7639723391 |
| 24 | Company Website | Company Website (Format - www.company.com) | www.playlsi.com |
| 25 | Federal ID Number: | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) | 41-0971842 |
| 26 | Primary Address | Primary Address | 601 7th Street S. |
| 27 | Primary Address City | Primary Address City | Delano |
| 28 | Primary Address State | Primary Address State (2 Digit Abbreviation) | MN |
| 29 | Primary Address Zip | Primary Address Zip | 55328 |
| 30 | Search Words: | Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) | Playground Equipment, Playgrounds, Commercial Playground Equipment, Skate Ramps, Modular Skate Ramp System, Skate Park Design, Skateboard parks, Playground Surfaces, Playground Surfacing, Safety Surfacing, Rubber Surfacing, Special Needs Playground, School Playground, Water Park Surfaces, Water Park Surfacing, Splash Pad Surfacing, Outdoor Water Play, Playground Shade, Shade Canopies, PlayLSI, Landscape Structures, PebbleFlex, AquaFlex, HealthBeat, Evos, Weevos, Outdoor Fitness Equipment, Custom Playground Equipment, Theme playground Equipment, Theme Concrete, Inclusive Playground, Outdoor Exercise Equipment, Natural Playgrounds, Playground Flooring, Custom Playground |
| 31 | Yes - No | Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) | Yes |
| 32 | Yes - No | Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder? | No |

| | | | |
|----|----------------------------|---|------------------------|
| 33 | Company Residence (City) | Vendor's principal place of business is in the city of? | Delano |
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of? | Minnesota |
| 35 | Felony Conviction Notice: | (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) | (No Response Required) |
| 36 | Yes - No | A publicly held corporation; therefore, this reporting requirement is not applicable? | No |
| 37 | Yes - No | Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section. | No |
| 38 | Pricing Information: | Pricing information section. (Questions 39 - 42) | (No Response Required) |
| 39 | Yes - No | In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section. | Yes |
| 40 | Yes - No | Pricing submitted includes the TIPS administration fee? | Yes |
| 41 | Yes - No | Vendor agrees to remit to TIPS the required administration fee? | Yes |
| 42 | Yes - No | Additional discounts to TIPS members for bulk quantities or scope of work? | Yes |
| 43 | Start Time | Average start time after receipt of customer order is ____ working days? | 3 |
| 44 | Years Experience | Company years experience in this category? | 44 |
| 45 | Resellers: | Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. | Yes |
| 46 | Prices are guaranteed for? | (__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract") | 12 Months |

Line Items

Response Total: \$0.00

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES *Jan* Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES *Jan* Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES *lmh* Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES *lmh* Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1966 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above? YES *lmh* Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES AMM Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES AMM Initial of Authorized Company Official

Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES AMM Initial of Authorized Company Official

Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES AMM Initial of Authorized Company Official

Company Name Landscape Structures Inc.

Print name of authorized representative Elaine Harkess

Signature of authorized representative 

Date 10/6/2015

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Landscape Structures Inc.

Vendor Address: 601 7th Street S.; Delano, MN 55328

Vendor E-mail Address: elaineharkess@playsi.com

Vendor Telephone: 763-972-3391

Authorized Company Official's Name: Elaine Harkess

Signature of Company Official: 

Date: 10/6/2015



STANDARD TERMS AND CONDITIONS FOR INSTALLATION

Please include these conditions for all purchase orders that include installation.

The Owner is responsible for:

1. Equipment unloading and security of equipment while on site.
2. Water, power and trash container on site. Free and clear vehicle access to site.
3. Site preparation, leveled to grade (free of all sand and debris) and ready for installation of the equipment. For surface mount installations on concrete slabs, a 1% slope is maximum. (1/8" per foot)
4. All utilities located and marked. Movement of any utilities conflicting with the installation of the equipment is the responsibility of the owner.
5. Once the installers are on site, any delays or additional work incurred by the installation crew and caused by others (owners or other contractors) will be charged at a cost plus basis.
6. Any additional costs, i.e. demolition, relocation, excavation, surfacing materials, labor due to abnormal soil conditions, are not included in price.
7. Notify Landscape Structures Inc. of any changes immediately. If changes are made that we are not aware of and the changes alter the installation, all additional costs will be passed on to the owner.

Once the equipment is ordered, an estimated shipping date will be provided.

Installation quote is for basic installation and does not include core drilling, saw cutting, spoil removal, or hard rock drilling (more than ten minutes per 12" x 24" hole).

PERMITS

Any Federal, State and local permits required for this work are the responsibility of the contractor/owner.

INSTALLATION

Landscape Structures is obligated to provide the equipment and the installation of the equipment by a certified Landscape Structures installer on a prepared site. Surfacing is to be provided by others following installation of playground equipment and is required per ASTM F1487-11, 11.2.2. Installation quote is based on ground and weather conditions that permit installation per manufacturer's guidelines.

Order will not be considered complete without color specifications, correct addresses for billing, shipping, and maintenance information.

References - Landscape Structures Inc.

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

| Organization | City | State | Contact Name | Contact Phone |
|--|-------------|-------|------------------|--------------------------------------|
| City of Los Angeles/ Department of Recreation and Parks | Los Angeles | CA | Jim Newsom | Office: 818-756-9406 or 213-202-2678 |
| The Maryland National Capital Park & Planning Commission | Riverdale | MD | Brenda J. Iraola | 301-699-2480 |
| West Fargo Park District | West Fargo | ND | Barb Erbstoesser | 701-433-5360 |



Warranty, Life Cycle and Post-Installation Support

Warranty

Landscape Structures was the first in our industry to provide a 100 year warranty. We became challenged with the various definitions of “lifetime warranty” as we frequently found it meant five years or less. We decided that since we were already standing behind our products, we would make sure our warranty truly reflects our approach. To this day, if the product does not perform as expected we will work with the customer to reach a fair resolution, regardless of our stated warranty.

- Complete manufacturer’s warranty certificate is attached.
- Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material.
- Most standard replacement hardware and other common parts can be shipped within 24 to 48 hours of Landscape Structures receiving and processing a warranty request. Other standard warranty parts can be shipped within two to seven days depending on the item.

Expected Life Cycle

- With few exceptions the useful life of our products exceeds their respective warranty period. Usually our customers decide to refresh their play areas with current offerings well before the product actually wears out. We developed a retrofit program just for this purpose. Of course, proper installation and maintenance are critical to extending the life of our products. Even though we have product in the field that is over 30 years old, we believe the average time before it is refreshed or replaced is 10 to 15 years.

Replacement Parts

Landscape Structures will provide replacements that are identical to the original equipment except for situations where the original product has been redesigned for safety or conformance reasons. In these situations Landscape Structures will provide replacements that are similar in form, fit and function.

- Most replacement standard hardware and other common parts can be shipped within 24 to 48 hours of processing a damaged or replacement part request. Other standard replacement parts can be shipped within two to seven days depending on the item. Custom or retrofit products orders may take six to eight weeks manufacturing. Exceptions are made with our quick ship program.
- Landscape Structures maintains records for all customer orders for a period of over 25 years. Our archived records include all documentation of orders including customer purchase orders, playground layout drawings, order acknowledgements, invoices, shipment documents and more.
- Landscape Structures can also provide installation instructions, maintenance documents, inspection checklists and maintenance materials including touch up paint, sand paper and emery cloth for most playstructure orders sold within the past 20 years.
- Service calls will be answered by phone within 24 hours during normal business hours. Site visits will be arranged as needed.



100-Year Limited Warranty On all Playboards, PlayStands, and PlaySeats against workmanship and material defects. Frame and bars against structural failure due to corrosion/natural deterioration or manufacturing defects, and on Playboards, Legs, and Weavers' steel post and braces against structural failure due to material or manufacturing defects.

15-Year Limited Warranty On all plastic components including but not limited to: seating, all steel components (except 100-year steel post), Mount, Climbers, decks, all hardware, coatings (except Wagon Ladders, Chain Ladders and Swing Chairs) against structural failure due to material or manufacturing defects. Toddler has equal material or manufacturing defects.

10-Year Limited Warranty On concrete products against structural failure due to material deterioration or manufacturing defects. Does not cover items such as: concrete blocks or efflorescence.

8-Year Limited Warranty On Allwood® Climbers and Climber Cables against material or manufacturing defects. On Customized fabric against failure from significant fading, discoloration, tear, down, rip, hole, or heat, odor or discoloration. This warranty is limited to the specific items specified in the specifications found in the technical literature.

5-Year Limited Warranty On Resinoid® Surfacing System against failure due to deterioration, manufacturing defects, installation services provided by Landscape Structures Inc. and initial installation.

3-Year Limited Warranty On all other parts, res-Pole® poles, Catcher's mitts, all swing seats and hangers, Metal Climber, Trainers, Wagon Ladders, Chain Ladders and Trainers, Swing Bars, Trunk Ribs, Trunks and Bumpers, all riding equipment including Sway Poles, Trunks, PVC seating material, Resinoid® resurface, hexagonal Seesaws, Wagon and Bumpers, etc., against failure due to material or manufacturing defects.

This warranty does not include any damage caused by wear and tear from normal use. It is void only if the playstructures and/or equipment are erected to conform with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.



2015 Play Equipment Warranty

You have our word.

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications manual for the products identified in the Acknowledgment of Order and will be free of defects in manufacturing and material. Seller further warrants:

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and/or equipment are erected in conformance with Landscape Structures' installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc.; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures. To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc. 601 7th Street South, Delano, Minnesota, 55328-8605.

Signed:

Chairman

Date: 01/01/2015



Terms of Sale

PRICING: Landscape Structures' list prices do not include delivery and handling charges. Prices are subject to change without notice.

TERMS: To tax-supported institutions and those with established credit: net 30 days from the date of the invoice. 1.5% per month thereafter; freight charges are prepaid and applied to the invoice.

TAXES: Landscape Structures' list prices do not include applicable taxes, if any.

WEIGHTS: Weights are approximate and may vary.

DELIVERY: If delivery of the equipment is by common carrier, and there is damage or a shortage, notify the carrier at once and sign delivery documents provided by the carrier noting the damage or shortage. Most products are delivered on large pallets and will require a forklift or similar equipment to unload as a unit on the site.

INSTALLATION: All playstructures and/or equipment are delivered unassembled and packaged with recyclable materials. For a list of factory-certified installers in your area, please contact your Landscape Structures playground consultant.

SERVICE: We have knowledgeable, qualified playground consultants throughout the world who are available to help you before, during and after the sale. Landscape Structures has exclusive design software that features all of our parts and pieces in pull-down menus. With this software, your playground consultant can design a playground layout that meets not only your needs, but ASTM and CPSC standards as well. In addition, we have a full staff of NPSI-certified designers, along with 2-D and 3-D drawing capabilities and custom capabilities to assist you with your playground plans.

RETURN POLICY: As an indication of our commitment to our customers, Landscape Structures will accept returns of new structures and/or new equipment purchased within 60 days of the original invoice date. Advance notification is necessary to ensure proper credit. Parts not included in this return policy are custom parts (including PlayShaper® posts), as well as used or damaged parts. A 20% restock fee plus all return freight charges will apply to all product returns. **NOTE:** All parts are subject to inspection upon return. Parts returned damaged may not receive a full credit. For this reason, it is important that all returned parts are properly packaged to prevent damage while in transit.

PRODUCT CHANGES: Because of our commitment to safety, innovation, and value, we reserve the right to change specifications at any time.

PLEASE CONTACT US AT:

Landscape Structures Inc.
601 7th St. South
Delano, MN 55328-8605
888.438.6574 (inside the U.S.A.)
763.972.5200 (outside the U.S.A.)
playlsi.com





2015 PlaySense® Warranty

Landscape Structures Inc. warrants that all playstructures and/or equipment sold will conform in kind and in quality to the specifications set forth in the specifications manual for the products identified in the Acknowledgement of Order and will be free of defects in manufacturing and material. As a further indication of our quality, Landscape Structures Inc. provides:

- **100-Year Limited Warranty** on all stainless steel fasteners, aluminum posts and beams, against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **15-Year Limited Warranty** on all plastic and steel components, against structural failure due to material or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.
- **3-Year Limited Warranty** on all other parts such as: Clatterbridges, D-Rings, Wiggle Ladders, Chain Ladders, Air Dancer, Disc Challenge, all rocking or moving equipment, etc. against failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include any cosmetic issues or wear and tear from normal use.

All the warranties commence on date of Seller's invoice. Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts and the installation of any replacement part or parts. Replacement parts will be warranted for the balance of the original warranty.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting this agreement. The warranty stated above is valid only if the structures and/or equipment are erected in conformance with PlaySense installation instructions and maintained according to the maintenance procedures furnished by Landscape Structures Inc; have been subjected to normal use for the purpose for which the goods were designed; have not been subject to misuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Seller or Seller's designees in any respect which, in the judgement of Seller, affects the condition or operation of the structures.

To make a claim, send your written statement of claim, along with the original job number or invoice number to: Landscape Structures Inc., 601 7th Street South, Delano, Minnesota 55328-8605.

Signed:  Chairman

Date: 01/01/2015

Skatewave®

BY LANDSCAPE STRUCTURES INC.

Skatewave, by Landscape Structures Inc., ("Manufacturer") warrants that all components of the Skatewave modular skatepark systems will conform in kind and quality to the specifications set forth in the specifications sheet for the products identified in the Acknowledgement of Order and will be free of defects in workmanship and material. As a further indication of our quality, Manufacturer:

- 15-Year Limited Warranty against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.
- 15-Year Limited Warranty on TekTrak™ Coated Steel Surface against structural failure due to corrosion/natural deterioration or manufacturing defects. This warranty does not include cosmetic issues or defects, wear and tear resulting from normal use of the product, misuse or abuse of the product.

All the warranties commence on date of Manufacturer's invoice (Original Commencement Date). All warranties provided herein are nontransferable and are limited to the original purchaser. Should any failure to conform to the above express warranties appear within the applicable warranty period, Manufacturer shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such nonconformity either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Manufacturer shall deliver repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, the installation of any replacement part or parts or for disposal costs of any part or parts. Repaired or replacement parts will be warranted for the balance of the original warranty period which started on the Original Commencement Date. Manufacturer's efforts to provide repaired or replacement parts will not act to either extend the warranties provided herein or alter the Original Commencement Date.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF THE PURCHASER. MANUFACTURER SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. MANUFACTURER NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, REPRESENTATIVE OR ANY OTHER PERSON TO ASSUME FOR MANUFACTURER ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE STRUCTURES SOLD, AND THERE ARE NO ORAL AGREEMENTS OR WARRANTIES COLLATERAL TO OR AFFECTING THIS AGREEMENT.

The warranties stated above are valid only if the structures and or equipment are erected in conformance with Skatewave's installation instructions and maintained according to the maintenance procedures furnished by Skatewave; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to misuse, abuse, negligence, vandalism, or accident; have not been subjected to addition or substitution of parts; and have not been modified, altered, or repaired by persons other than Manufacturer or Manufacturer's designees in any respect which, in the judgment of Manufacturer, affects the condition or operation of the structures.

LS
landscape
structures®

Signed: *John King*, Chairman

Date: 11.2015

11.2014 #765-2079 Skatewave Warranty

Vendor Certificates

Landscape Structures is proud to lead the way and promote healthy lifestyles for children and families, a cleaner environment and strong communities. We're a founding member of the International Play Equipment Manufacturers Association (IPEMA), an organization that ensures quality and safety for all playground equipment. In addition, we are certified to both ISO 9001: 2008 and ISO 14001: 2004 standards, which help ensure that each of our products is safe for children and the environment, and that our equipment is consistently manufactured to the highest-quality standards. In fact, we were the first North American playground equipment manufacturer to be ISO 14001 certified.

- Landscape Structures is a member in good standing of IPEMA, the International Play Equipment Manufacturers Association. IPEMA is a member-driven international trade organization that represents and promotes an open market for manufacturers of play equipment.
- All products covered under the scope of the ASTM Standard for playgrounds in our 2015 Park and Playground Equipment catalog have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted
- ISO 9001:2008 and ISO 14001:2004: ISO (the International Organization for Standardization) is a worldwide federation of national standards bodies (ISO member bodies). Its purpose is to promote common standards for businesses worldwide. This means that a customer can purchase from Landscape Structures, a premier commercial playground equipment and skatepark equipment manufacturer with confidence, because we have the processes in place to manufacture a quality product while being conscious of how we are impacting the environment.

Landscape Structures received its certification to the ISO 9001:1994 standard in 1996, the ISO 9001:2000 standard in 2003 and now to updated ISO 9001:2008 in 2009. We received our certification to the ISO 14001:1996 standard in 1998 and to the updated 14001:2004 standard in 2005.

ISO 9001:2008 has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality

ISO 14001:2004 drives us toward operating in a manner that is environmentally conscious

Both standards provide guidelines for establishing a company's quality and environmental management programs.

- Landscape Structures is authorized to sell products in all 50 states. We currently hold contractor's licenses in the states of Alabama, Arizona, Arkansas, California, Hawaii, Louisiana, Maryland, Mississippi, New Jersey, New Mexico, Tennessee, and Washington (other states may not require them) allowing us to provide turn-key projects to our customers
- Landscape Structures has been approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET).
- Landscape Structures Playground Designers and Product Development team hold Certified Playground Safety Inspector (CPSI) certificates.



January 30, 2015

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with the ASTM (American Society for Testing and Materials) in the development and on-going updates to the F1487 Safety Standard (Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufacturers Association (IPEMA).

All products covered under the scope of the Standard in our 2014-2015 Playground Components Book and 2015 Playground Components Supplement have been tested and certified to be in compliance with the requirements of the ASTM F1487 Safety Standard, except where noted. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

The company has had continuous certification to the quality standard, ISO 9001, since 1996 and to the environmental standard, ISO 14001, since 1998. The pursuit of ISO certification helped Landscape Structures establish its quality management systems and establish the infrastructure for continued growth.

If you have any questions, please contact the undersigned.

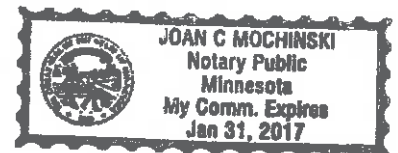
Sincerely,

Tom Fitzpatrick, P.E.
Product Compliance Engineer

Subscribed and sworn before me on this 30th day of January, 2015.

Joan C. Mochinski
Notary Public

1-31-17
Expiration Date



(Notary Stamp)



January 11, 2015

To Whom It May Concern:

Landscape Structures Inc. has been actively involved with the ASTM (American Society for Testing and Materials) in the establishment and on-going updates to the F1487 Safety Standard (Consumer Safety Performance Specification for Playground Equipment for Public Use) for the design, manufacture, installation and maintenance of public playground equipment. We are also a charter member of the International Play Equipment Manufactures Association (IPEMA).

All products in our current PlaySense Catalog (©2013) have been tested and certified to be in compliance with the requirements of the ASTM F1487-11 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. Our facilities, procedures and test results have been validated by an independent testing laboratory according to procedures set forth by the IPEMA. To verify compliance of all our play components, visit the IPEMA website at www.ipema.org.

It is our opinion we also conform to the U.S. Consumer Products Safety Commission's (CPSC) Handbook for Public Playground Safety published in 2010. Most of our playstructures are also designed to be in compliance with the 2010 ADA Standard for Accessible Design.

If you have any questions, please contact the undersigned.

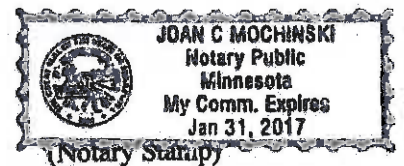
Sincerely,

Tom Fitzpatrick
Product Compliance Engineer

Subscribed and sworn before me on this 11th day of January, 2015.

Joan C. Mochinski
Notary Public

1-31-17
Expiration Date





January 11, 2015

Subject: Skatewave

To Whom It May Concern:

The Skatewave 3.0 product line manufactured by Landscape Structures meets all of the technical requirements of ASTM F2334-09, which is the standard guide for above ground public use skatepark facilities. This standard includes requirements around materials used, the manufacturing of the product, various safety and performance requirements, as well as other aspects.

Sincerely,

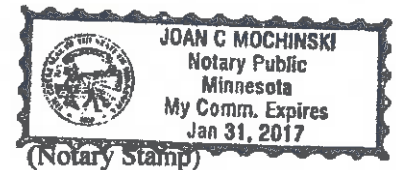
A handwritten signature in black ink that reads 'Tom Fitzpatrick'.

Tom Fitzpatrick, P.E.
Product Compliance Engineer

Subscribed and sworn before me on this 11th day of January, 2015.

Joan C. Mochinski
Notary Public

1-31-17
Expiration Date





Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Quality Management System of:

Landscape Structures Inc.

601 7th Street South

Delano, Minnesota 55328

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Quality Standard:

ISO 9001:2008

The Quality Management System is applicable to:

Design and Manufacture of Playground Equipment including Product Development, Pre-sale Design, Order Engineering, Manufacturing (including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000177-11.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burck

Paul M. Burck, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 • Arvada, Colorado 80003 • 303-456-6010 • FAX 303-456-6681 • www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>

#755-2426



Orion Registrar, Inc.

Thorough and Fair Auditing

Certificate of Certification

Orion Registrar, Inc., USA

This is to certify the Environmental Management System of:

Landscape Structures Inc.

601 7th Street South

Delano, Minnesota 55328

USA

Has been assessed by Orion Registrar and found to be in compliance with the following Environmental Management Standard:

ISO 14001:2004

The Environmental Management System is applicable to:

Design and Manufacture of Playground Equipment Including Product Development, Pre-sale Design, Order Engineering, Manufacturing (Including: Fabrication, Welding, Powdercoat Painting, PVC Coating, CNC Routing, Rotational Molding, Concrete Operation, Assembly, Distribution, Manufacturing Support, Sales and Marketing, Materials Management, Accounting, Information Technology and Administrative Functions.

The Certification period is from

November 29, 2014 to November 28, 2017

This certification is subject to the company maintaining its system to the required standard, and applicable exceptions, which will be monitored by Orion.

Client ID 00355-00001. Certificate ID A0000509-9.

IAF / NAICS / SIC Code(s): 17 / 33992 / 3949



Paul M. Burek

Paul M. Burek, President

11/20/2014

Date



7502 W. 80th Avenue, Suite 225 ▾ Arvada, Colorado 80003 ▾ 303-456-6010 ▾ FAX 303-456-6681 ▾ www.orion4value.com

To authenticate this certificate, please visit: <http://www.orion4value.com/about-orion/registered-companies/>



National Recreation
and Park Association



Certified
Playground
Safety Inspector

| First Name | Last Name | State | Expiration | Cert | Certificate Number | Title, LSI Department |
|------------|----------------------|-------|------------|------|--------------------|---|
| Aaron | Nelson | MN | 4/1/2017 | CPSI | 23909-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Allison | Schrein | MN | 6/1/2016 | CPSI | 22423-616 | Playground Designer, Design Services |
| Brian | Rumpza | MN | 2/1/2016 | CPSI | 127657-0216 | Installation Specialist, Product Development |
| Brian | Schaust | MN | 4/1/2017 | CPSI | 23934-0417 | Installation Specialist, Product Development |
| Christine | Brey | MN | 4/1/2016 | CPSI | 21849-416 | Playground Designer, Design Services |
| COLE | DEHN | MN | 5/1/2015 | CPSI | 19944-0515 | 3D Design Solutions Specialist, Design Services |
| Cory | Anderson | MN | 5/1/2018 | CPSI | 31453-518 | Playground Designer, Design Services |
| Dan | Isaacs | MN | 5/1/2018 | CPSI | 31437-518 | Senior Custom Mechanical Designer, Custom Product Engineering |
| Dave | Johnson | MN | 6/1/2016 | CPSI | 22407-616 | Modification Engineer, Custom Product Engineering |
| Gabriel | Cotten | MN | 4/1/2018 | CPSI | 30956-418 | Playground Designer, Design Services |
| Gerald | Gruette | MN | 4/1/2017 | CPSI | 23890-0417 | Senior Designer, Design Services |
| Heather | Truax | MN | 4/1/2018 | CPSI | 30903-418 | Order Engineer, Order Engineering |
| Jessica | Nowacki Vandenheuvel | Mn | 4/1/2017 | CPSI | 23916-0417 | Order Engineer, Order Engineering |
| Jonah | Scholen | MN | 4/1/2017 | CPSI | 23935-0417 | Conceptual Playground Designer, Design Services |
| Jonathon | Huehn | MN | 7/1/2018 | CPSI | 31902-718 | Testing Technician, Product Development |
| Kyle | Myrnel | Mn | 6/1/2016 | CPSI | 22415-616 | Order Engineer, Order Engineering |
| Manik | Obrecht | Mn | 4/1/2017 | CPSI | 23917-0417 | Playground Designer, Design Services |
| Martino | Nguyen | MN | 4/1/2017 | CPSI | 23912-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Matt | Fawley | MN | 4/1/2018 | CPSI | 30947-418 | Senior Custom Mechanical Designer, Custom Product Engineering |
| Nick | Meiz | MN | 6/1/2016 | CPSI | 22413-616 | Custom Products Presale Designer, Product Development |
| Nikki | Hall | Mn | 4/1/2016 | CPSI | 21859-416 | Order Engineer, Order Engineering |
| Patricia | Tacheny | MN | 6/1/2016 | CPSI | 22424-616 | Playground Designer, Design Services |
| Perry | Hicks | Mn | 4/1/2017 | CPSI | 23894-0417 | Senior Custom Mechanical Designer, Custom Product Engineering |
| Peter | Gunnarson | Mn | 4/1/2018 | CPSI | 30941-418 | Concept Designer, Product Development |
| Randy | Watermiller | MN | 2/1/2016 | CPSI | 159028-0216 | Director of Product Development, Product Development |
| Sheri | Seminary | MN | 4/1/2018 | CPSI | 30911-416 | Playground Designer, Design Services |
| Stefanie | Garther | MN | 6/1/2016 | CPSI | 22403-616 | Playground Designer, Design Services |
| Steven | Pfeger | Mn | 4/1/2017 | CPSI | 23926-0417 | Design Engineering Manager, Product Development |
| Thomas | Fitzpatrick | MN | 8/1/2018 | CPSI | 32010-818 | Product Development Engineer, Product Development |
| Tim | Kelly | MN | 4/1/2018 | CPSI | 30934-418 | Custom Designer, Design Services |
| Tom | Wetter | Mn | 8/1/2015 | CPSI | 206001-0615 | Custom Products Engineer Manager, Product Development |
| Tory | Roff | MN | 4/1/2018 | CPSI | 30917-418 | Custom Products Presale Designer, Product Development |
| Tracy | O'Brien | MN | 4/1/2017 | CPSI | 23916-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Thevor | Ryks | MN | 4/1/2017 | CPSI | 23933-0417 | Custom Mechanical Designer, Custom Product Engineering |
| Zach | Norfin | MN | 4/1/2017 | CPSI | 23913-0417 | Custom Mechanical Designer, Design Services |

Appendix B

Standard Provisions for City Contracts (Rev. 3/09)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

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

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

PSC-4. TIME OF EFFECTIVENESS

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

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

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

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

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

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

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

PSC-11. INDEPENDENT CONTRACTOR

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

PSC-12. CONTRACTOR'S PERSONNEL

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

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

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

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

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

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

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active 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**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, 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 arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. 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**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

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

PSC-23. OWNERSHIP AND LICENSE

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

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

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

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **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**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. **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. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **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 **CONTRACTOR**.
- F. Upon a finding duly made that **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**. 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** 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 **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 **CONTRACTOR** by the **CITY** 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** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- 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. **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, **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, **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. **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 **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- 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**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC- 32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

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

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this 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.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

PSC 36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: Landscape Structures, Inc. Date: 1/25/2016

Agreement/Reference: Park Playground and Exercise Equipment, Surfacing, Site Furnishings, and Related Products/Services

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

| | Limits | | | | |
|--|--|-----------|--------------------------------|-----------|--------------------|
| <input checked="" type="checkbox"/> Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL) <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act </div> | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC</td> <td style="width: 50%;"><u>Statutory</u></td> </tr> <tr> <td>EL</td> <td><u>\$1,000,000</u></td> </tr> </table> | WC | <u>Statutory</u> | EL | <u>\$1,000,000</u> |
| WC | <u>Statutory</u> | | | | |
| EL | <u>\$1,000,000</u> | | | | |
| <input checked="" type="checkbox"/> General Liability _____ <div style="margin-left: 20px;"> <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____ </div> | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;"><u>\$1,000,000</u></td> </tr> </table> | | <u>\$1,000,000</u> | | |
| | <u>\$1,000,000</u> | | | | |
| <input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work) | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;"><u>\$1,000,000</u></td> </tr> </table> | | <u>\$1,000,000</u> | | |
| | <u>\$1,000,000</u> | | | | |
| <input checked="" type="checkbox"/> Professional Liability (Errors and Omissions) <small>Discovery Period 12 Months After Completion of Work or Date of Termination</small> | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;"><u>\$1,000,000</u></td> </tr> </table> | | <u>\$1,000,000</u> | | |
| | <u>\$1,000,000</u> | | | | |
| <input type="checkbox"/> Property Insurance (to cover replacement cost of building – as determined by insurance company) <div style="margin-left: 20px;"> <input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____ </div> | | | | | |
| <input type="checkbox"/> Pollution Liability _____ <input type="checkbox"/> _____ | | | | | |
| <input type="checkbox"/> Surety Bonds – Performance and Payment (Labor and Materials) Bonds <input type="checkbox"/> Crime Insurance _____ | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: right;"><u>100 % of Contract Price</u></td> </tr> </table> | | <u>100 % of Contract Price</u> | | |
| | <u>100 % of Contract Price</u> | | | | |

Other: 1) If a contractor has no employees and decides to not cover herself/himself for worker's compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>.

Exhibit 1 (Continued) Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

| | Limits |
|---|---|
| Workers' Compensation – Workers' Compensation (WC) and Employer's Liability (EL) | WC <u>Statutory</u> EL _____ |
| <input type="checkbox"/> Waiver of Subrogation in favor of City | |
| <input type="checkbox"/> Longshore & Harbor Workers | |
| <input type="checkbox"/> Jones Act | |

| | |
|--|--|
| General Liability | |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Sexual Misconduct _____ |
| <input type="checkbox"/> Fire Legal Liability _____ | |
| <input type="checkbox"/> _____ | |

| | |
|--|--|
| Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work) | |
|--|--|

| | |
|--|--|
| Professional Liability (Errors and Omissions) | |
|--|--|

| | |
|--|---|
| Property Insurance (to cover replacement cost of building – as determined by insurance company) | |
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood _____ | <input type="checkbox"/> Builder's Risk |
| <input type="checkbox"/> Earthquake _____ | <input type="checkbox"/> _____ |

| | |
|--------------------------------|--|
| Pollution Liability | |
| <input type="checkbox"/> _____ | |

| | |
|---|-------------------------|
| Surety Bonds – Performance and Payment (Labor and Materials) Bonds | 100 % of Contract Price |
| Crime Insurance | |

Other: _____



4845 US Highway 271 North, Pittsburg, Texas 75686

November 19, 2015

Landscape Structures Inc
601 7th Street S.
Delano, MN 55328

RE: TIPS Awarded Contract - Playground & Exercise Equipment
TIPS Contract Number - 7111915

CONTRACT AWARD

Congratulations! The Interlocal Purchasing System (TIPS) Board of Directors of Region VIII Education Service Center has awarded a contract for Playground & Exercise Equipment under Contract Number 7111915 to Landscape Structures Inc. This contract will be in effect from 11/19/2015 through 11/24/2018. With the option for automatic annual renewal at each 12 month review for the next two consecutive years if both parties agree and vendor has reported TIPS sales. Total term of contract may be up to 36 months.

CONTRACT ADDENDUMS

Only items submitted on the original proposal can be sold through this contract. If you need to change pricing or add products this can be done through an Addendum to your Awarded Contract. You can only add items that are in the same category. Email the request to add products or change pricing to kim.thompson@tips-usa.com.

REPORTING OF SALES TO TIPS

Instructions are enclosed in this New Vendor Packet for reporting options for TIPS Sales and remitting the up to 2% Administration Fee (see Contract for percentage). If no sales were paid to you by TIPS Members during the month, then no report is due. **IT IS A REQUIREMENT THAT TIPS BE PROVIDED THE SALES INFORMATION WITH THE SUBMISSION CHECK THAT IDENTIFIES THE MEMBER NAME, STATE, SALE AMOUNT, AND the 2% AMOUNT.**

PROCESSING PURCHASE ORDERS

Awarded Vendor MUST direct TIPS members to email all PO's to TIPSPO@tips-usa.com. TIPS office will validate purchase orders and forward to you as the Awarded Vendor for processing. Member will receive an email confirmation of the PO approval and a link to print a letter of authorization for their files. If you have been notified by TIPS, you may be eligible for an "Automated Contract" which means that you have an e-commerce site and take internet orders. Automated vendors must sign extra documentation accepting responsibility for sending sales to TIPS for all collected TIPS Sales.

DOING BUSINESS IN WEST VIRGINIA

If your company can serve members in West Virginia, you must review, agree, sign and forward by US Mail the enclosed **RESA-8 TERMS AND CONDITIONS** document in the addressed envelope. If you do not sign and mail this document, then your company will not be afforded the opportunity to sell products or services to any of the West Virginia Members through the

TIPS Vendor Awarded Contracts. Do not return this form to the TIPS, Form must be mailed to RESA-8 Office in West Virginia at 109 South College Street, Martinsburg, West Virginia 25401. You must have this document signed by RESA 8 prior to selling products through TIPS to WV members. If your company will not be doing business in West Virginia, disregard this section.

VENDOR WEB PAGE REVIEW

Go to www.tips-usa.com Hover over "Contracts" and click on "All Contracts". Find your company in the list and click on your company name. Take a moment to review the information posted for your company. Notify the TIPS office at 866-839-8477 of changes. If you would like to have your company logo displayed on your vendor page, you may email it to TIPS at tips@tips-usa.com and we will be glad to add it to your vendor page. Format: (JPG – 350 x 350 Pixels – White or Transparent Background Color – Your logo does not have to be square; it has to fit on a 350 x 350 square space)

SETTING UP VENDOR LOGIN AND PASSWORD FOR TIPS

Individual Awarded Vendors must set up their own TIPS Login and Password. (Primary Contact Only) Here are the instructions:

1. Go to www.tips-usa.com
2. Hover over "Vendors" and click on "Vendor Login".
3. Click on "Reset Password" link.
4. Enter your email address, verify email address and click on "Send".
5. An automated email will be sent to the user. Click on the link in the email to complete the login setup.

Not all information can be changed by the vendor. If you are not able to update some information, notify the TIPS Office at tips@tips-usa.com and request a vendor contract change. Some changes may require Board Action through an Addendum to the Vendors Contract. (i.e. name change, product changes, pricing, etc...)

You can also set up additional account users for your company. These users will not have the ability to make changes to the vendor profile. But they will be able to access TIPS Membership Information which will assist them in identifying new members for sales transactions.

To SET-UP ADDITIONAL USERS:

Hover over "My Account" and click on "Authorized Users – Click on Add Users. Fill in the required fields of information then click ADD. Users can be given FULL or VIEWER permissions. Full permission gives the user the same access as the Primary Contact. The person responsible for paying the TIPS 2% Admin Fee needs FULL permissions. *NOTE: the only person who can set up additional users is the Primary Contact for the Vendor Contract.*

SIGNING UP NEW TIPS MEMBERS

Awarded Vendors assist TIPS by signing up new TIPS members. New members bring additional sales for all TIPS Awarded Vendors. Click on Members. For all states (except- Texas and Arizona) entities may sign up for membership ONLINE. Texas and Arizona entities are required by their respective state's to complete the Interlocal Agreement document by clicking on the state within the US Map provided. Membership Forms (Interlocal Agreement and Board Resolution) are provided. Fill out the document and send to TIPS for processing.

CERTIFICATE OF AWARDED CONTRACT



Awards
Landscape Structures Inc
an Awarded Vendor Contract
For
Playground & Exercise Equipment
Contract #7111915

Contract Effective Dates

Year One – 11/19/2015 – 11/22/2016

Year Two -11/22/2016 – 11/22/2017

Year Three -11/22/2017 –11/22/2018

***Contract will automatically renew on the contract date if both parties agree and vendor has reported TIPS Sales during the previous 12 months.**

Dr. David Fitts
Executive Director
Region VIII ESC



Visit www.tips-usa.com for details on this Awarded Vendor

REQUEST FOR PROPOSAL DOCUMENT



The Interlocal Purchasing System (TIPS)

A Cooperative Purchasing Program available for membership by Government and Other Entities in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Lead Agency



Region VIII Education Service Center

Address: 4845 US Hwy. 271 North
Pittsburg, Texas 75686

Toll-free (866) 839-8477 Fax (866) 839-8472
Website: www.tips-usa.com E-mail: bids@tips-usa.com

NOTICE TO BIDDERS

DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY:

<https://tips.ionwave.net>

Friday, October 9, 2015 at 3:00 P.M.

**FOR THE CATEGORY –
PLAYGROUND AND EXERCISE EQUIPMENT**

RFP- PLAYGROUND_AND_EXERCISE_EQUIPMENT – Due October 9, 2015 at 3:00 P.M.

About TIPS

TIPS is available for use by all public and private schools, colleges, universities, cities, counties and other government entities in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

It is the intention of TIPS to establish vendor awarded contracts to satisfy the procurement needs of participating member entities in this particular category. These awarded contracts will enable member entities to purchase on an "as needed" basis from competitively awarded contracts with high performance vendors. Bidders are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful bidder(s) for the products submitted. (Unless bidder has submitted inappropriate items for the category. Those items will not be awarded.)
- Awarded contracts will be automatically renewed on the annual contract award date for two consecutive year terms (as listed in the original awarded contract), if sales have been successfully reported to TIPS and if both parties agree. (Exception: There are two categories: General Services; and Trades, Labor and Materials that will not have an automatic renewal. These categories will be rebid annually and will not be subject to a renewal.)
- TIPS reserves the right to award multiple vendors if vendors offer items that are unique or serve different geographic regions and have best value to TIPS participating entities.
- This proposal is requested for the benefit of the attached list of members and other new members as they execute Interlocal Agreements.

Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively bid vendor contracts.
- Provide comprehensive purchasing practices with the assurance of the most competitive contracts.
- Provide competitive priced solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with "high performance" vendors.
- Equalized purchasing power for smaller entities.
- Assist government entities in maintaining the essential controls for budget and accounting

purposes.

- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitively bid process for all TIPS Awarded Contracts.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and contract decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of bids and proposals that require responses to be made to individual districts.

Financing of TIPS

- The total cost of the TIPS program is funded through an administration fee paid to TIPS by the participating vendors. The fee is based on actual vendor invoiced sales. Fee schedule can be negotiated with winning bidder(s). The normal fee is 2%, but can be negotiated with the winning bidder.
- TIPS does not charge any fees to participating school districts or government entities.

Purchasing Procedures

- Contracts are established through open competition as described by the laws of the State of Texas and are available for piggy-back by other states. Purchase orders are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders are sent to the TIPS office where they are reviewed and edited by the TIPS staff and forwarded to the Vendor within one working day.
- Vendors deliver goods/services directly to the participating agency and then invoice the participating agency. The Vendor receives payment directly from the participating agency.

It is the intention of TIPS to establish a contract to furnish and/or deliver **PLAYGROUND_AND_EXERCISE_EQUIPMENT**. Proposers are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by governmental entities and school districts.

TIPS expects to contract with responsible vendor(s) to provide **PLAYGROUND_AND_EXERCISE_EQUIPMENT** to its members. The work includes installation, repair, rehabilitation and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

SCHEDULE OF AWARD OR RELATED EVENT:

| | |
|---------------------------------|--|
| Posting Date | Tuesday, September 1, 2015 |
| Proposal Advertising | Tuesday, September 1, 2015 – Friday, October 9, 2015 |
| Pre-Bid Meeting | Thursday, September 10, 2015 |
| Proposal Deadline | Friday, October 9, 2015 at 3:00 PM CST |
| Proposal Opening | Friday, October 9, 2015 beginning at 3:01 PM |
| Proposals Review/Scoring | Monday, October 12, 2015 through November 18, 2015 |
| Proposals Award | Thursday, November 19, 2015 |
| Award Notifications | Begin posting to TIPS Website Thursday, November 19, 2015 Vendor may call for results after 11/19/2015 Award letters will be available online to all Awarded Vendors. Non Award letters will be mailed to vendors with No Awards. |

Proposal Instructions

1. Only electronically sealed proposals are accepted. Faxed or mailed proposals will not be accepted.
2. Proposals must be submitted on any or all items, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TIPS and to waive any informality in the proposal process.
3. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the vendor and shall be included with the proposal.
4. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
5. Addenda, if required, will be issued by TIPS to all those known to have received a complete set of RFP documents at least five working days prior to the opening. The vendor shall acknowledge on the Signature Form any addenda that have been received.

PROPOSAL FORMAT - BIDDERS PAY CLOSE ATTENTION TO DETAILS LISTED.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree.

Felony Conviction Notice (Required in Texas) -Notification of Criminal History "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities). In addition to the name of the entity, a contact name and phone number shall be included. The references document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" REFERENCES section.

Resellers/Dealers

Vendors with Resellers/Dealers must download the Resellers/Dealers document from the "Attachments" section, complete and uploaded to the "Response Attachments" RESELLERS/DEALERS section.

Vendor Certifications

Vendor certifications will include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the "Response Attachments" D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section.

Bonding (If applicable)

Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Vendor Contract

Vendor Contract must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" VENDOR CONTRACT section.

Contract Signature Form

Contract Signature Form must be downloaded from the "Attachments" section, completed, signed, scanned and uploaded to the "Response Attachments" CONTRACT SIGNATURE FORM section.

Warranty (If applicable)

Warranty documentation must be scanned and uploaded to the "Response Attachments" WARRANTY section.

Supplementary Catalogs and Information (If applicable)

Supplementary Catalogs and Information documentation must be scanned and uploaded to the "Response Attachments" SUPPLEMENTARY section.

AWARD OF CONTRACT TO NONRESIDENT BIDDER - "A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located." *Texas Government Code § 2252.002.*

Pre-Bid Meeting (Not Mandatory)

Where: Region 8 Education Service Center
4845 U.S. Highway 271 North, Pittsburg, Texas 75686
TIPS Board Room

Date: Thursday, September 10, 2015

Time: 9:00 AM CST

Agenda: TIPS Overview
TIPS eBid System
RFP Overview
Questions and Answers
Tour of TIPS Facility

Proposal Scoring

Scoring of Proposal: Criteria and Relative Weights

A Review Committee will evaluate and score all proposals. Recommendations for award of contracts will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for contract award on several factors. The factors which will be considered are weighted points in each area as follows:

1. **Purchase price.** (Pricing factors as determined by TIPS using a market basket study of randomly selected items.) (30%)
2. **Reputation** of the vendor and the vendor's goods or services. References may be contacted. (10%)
3. **Quality** of the vendor's goods or services. (Including quantity of line items available that are commonly purchased by the entity and electronic on-line catalog, order entry use by and suitability for the entity's needs and quality of catalog(s) for use by entity's employees that do not have electronic access.) (10%)
4. **Extent** to which the goods or services meet criteria outlined in RFP category submitted. (15%)
5. **Vendor's past relationship** with TIPS. (15%)
6. **The total long-term cost** to TIPS to acquire the vendor's goods or services. Length of price guaranty. (10%)
7. **Delivery time** to the member entity for goods/services. (10%)

BIDDERS FALLING BELOW AN 80% THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

SAMPLE SCORING GRID

The Interlocal Purchasing System (TIPS)
Bid Criteria and Relative Weights

BID CATEGORY: Appropriate Category will be listed here.

THIS PAGE WILL BE COMPLETED BY TIPS REVIEW COMMITTEE

| Company Name | Purchase Price | Vendor Reputation | Quality of Goods | Meets Criteria | Past Relationship | Long-Term Cost | Delivery Time | Total Points Scored |
|--------------|----------------|-------------------|------------------|----------------|-------------------|----------------|---------------|---------------------|
| 1. | | | | | | | | |
| 2. | | | | | | | | |
| 3. | | | | | | | | |
| 4. | | | | | | | | |
| 5. | | | | | | | | |
| 6. | | | | | | | | |
| 7. | | | | | | | | |
| 8. | | | | | | | | |
| 9. | | | | | | | | |
| 10. | | | | | | | | |

TIPS Authorized Review Representative Signature

Date

Approved by Region VIII ESC Board of Directors

Date

RFP- PLAYGROUND AND EXERCISE EQUIPMENT - Due October 9, 2015 at 3:00 P.M.

Lead Agency - Region VIII Education Service Center

The Interlocal Purchasing System (TIPS)

Page 8 of 10

Specifications and Pricing

Specifications may be those developed by TIPS and its participants or by the Manufacturer to represent items of regularly manufactured products. TIPS specifications have been developed by TIPS to indicate minimal standards as to the usage, materials and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TIPS, are to be considered informative to give the vendor information as to the type and kind requested. Proposals on any reputable manufacturers regularly produced product of such items similar and substantially equivalent will be considered.

Specifications and Pricing – PLAYGROUND_AND_EXERCISE_EQUIPMENT

Vendors should submit all equipment related to the following types of Playground Equipment, Athletic & PE Equipment, Heavy Duty Gym, Heavy Duty Weight Lifting and Heavy Duty Exercise Equipment with ALL related supplies.

These may include but is certainly not limited to the following:

Playground Equipment and Playground Supplies:

Individual pieces of equipment, Units, Sets, Slides, Merry-go-Rounds, Jungle Gyms etc...
Supplies may include ground coverings, trims or base covers, umbrellas, etc...

Athletic & PE Equipment:

Basketballs, nets, poles, Volleyball, nets, poles, Baseballs and Softballs, bats, bases, catcher gear, gloves, helmets, soccer balls, tennis rackets, tennis balls, all track and field accessories, all sports related equipment and supplies, swimming equipment, etc...

Portable Basketball and all other Game Courts:

This includes portable game courts.

HD Gym, Weight Lifting and Exercise Equipment:

Commercial Grade Treadmills, Commercial Grade Exercise Bicycles, Commercial Grade Elliptical/Cross Trainers, Commercial Grade Stairclimbers, Commercial Grade Selectorized Strength and Training Equipment, Commercial Grade Plate Loaded Strength Training Equipment, Commercial Grade Free Weights and any other Commercial Grade Equipment or Accessory.

All parts, supplies, services, repair, and installation for the above should be included in proposal.

Vendor may submit a catalog bid with discount off manufacturer list price or may submit a cost plus pricing schedule.

PLAYGROUND_AND_EXERCISE_EQUIPMENT. Bidder should submit all applicable products for all types of PLAYGROUND_AND_EXERCISE_EQUIPMENT. Including, but not limited to Installation pricing if applicable should be submitted.

Additional Services:

Bidder should list in the excel spreadsheet all related supplies, equipment, services, installation, repair, maintenance, and hourly fee according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered.

The Contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

Pricing document must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" PRICING section.

REPORT OF GENERAL MANAGER

NO. 16-077

DATE March 16, 2016

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS – REQUEST FOR QUALIFICATIONS

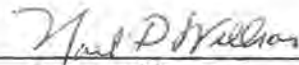
R. Barajas _____

K. Regan _____

H. Fujita _____

*N. Williams NDW

V. Israel _____



General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

That the Board:

1. Approve a proposed Request for Qualifications (RFQ), for Fence Installation, Maintenance and/or Repairs, substantially in the form on file in the Board Office, for a three-year (3) contract, in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year per awarded contract, subject to the review and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the RFQ to the City Attorney for review and approval as to form;
3. Authorize staff to advertise the RFQ and conduct the RFQ process, subsequent to City Attorney review and approval as to form; and,
4. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY:

The Department of Recreation and Parks (RAP) is in need of fence installation, maintenance and/or repair contracts that provide design, engineering, fabrication, installation, repair and/or maintenance of chain-link fencing (permanent or temporary fencing), backstops, omega fencing, all ornamental fencing (including tubular and solid bar), automatic driveway gates, tubular driveway gates (i.e., rhino gates), guardrails, flag poles, wood-creek/recycled lumber fences, all golf fence netting systems, and masonry walls (including retaining walls and block walls). RAP staff cannot provide these services; therefore, one or more fence installation, maintenance and/or repair contracts are required.

REPORT OF GENERAL MANAGER

PG. 2 NO. 16-077

The City of Los Angeles Department of General Services/Supply Services (City) currently has two (2) contracts that are limited in scope for the type of fences and type of services. The two (2) City contracts do not meet RAP's needs to install various types of fences, nor do the two (2) contracts provide repairs and/or maintenance for these various type of fences at the four hundred fifty (450) parks that are under RAP's jurisdiction.

Each park location has different fencing preferences based on park activities, safety containment (for sports such as baseball and golfing), landscaping, security (environment of the residential areas), and protection of neighboring property borders. The respondents may submit qualifications in any of the following specialties:

- a) Chain-Link and/or Omega Fencing
- b) Ornamental Fencing
- c) Sports Netting/Fencing
- d) Masonry Walls

The several qualified types of fencing contracts will provide RAP Planning, Construction and Maintenance Branch adequate resources for fencing-related services to modernize current park locations and the creation of new parks.

Staff has developed and is now ready to release, at the direction of the Board, an RFQ to be advertised pursuant to Mayor's Executive Directive No. 14, which states, "...every Department will utilize the Los Angeles Business Assistance Virtual Network (BAVN) as the exclusive means for posting all opportunities for RFQ's..." In addition, a letter inviting bids will be mailed to interested parties from a mailing list maintained by RAP. The Planning, Construction and Maintenance Branch, which oversees the RAP's construction and maintenance projects, has reviewed and provided input on the RFQ.

A pre-qualification conference will be held approximately two (2) weeks after the release of the RFQ in order to provide potential responders with a review of the submittal documents, compliance documents, and requirements for the Business Inclusion Program (BIP) as required by Executive Directive No. 14.

Evaluation Process

Responses will be evaluated in two (2) levels. Level I will be a review by RAP staff for the minimum qualifications, as stated in the RFQ document. The minimum qualifications will determine the responder's knowledge and experience to perform the terms and specifications of the contract. If a responder's minimum qualifications cannot be verified by staff, the responder will be disqualified and no further evaluation will be performed on the response. Level II will evaluate all compliance and submittal documents as required per City Ordinance. The responder must successfully pass Level I before staff can proceed to Level II.

If any responders are determined to be successful in meeting the City's minimum qualifications requirements pursuant to the Level I evaluation and submitted all required documents for Level II evaluation, then a recommendation will be made to the Board for award of contracts to them. In the

REPORT OF GENERAL MANAGER

PG. 3

NO. 16-077

interest of maintaining a competitive environment and maximizing the City's contracting options, RAP staff may choose to recommend awarding a contract to multiple vendors. If multiple vendors are awarded this contract, they will have the opportunity to submit a competitive quote for each project issued by RAP's Planning, Construction and Maintenance Branch, within the terms of this contract. Projects will be awarded solely on the prices submitted by the vendors.

The selected responders will be recommended to the Board for a three-year (3) contract, in an amount not to exceed Seven Million Dollars (\$7,000,000.00) per year, per contract. The contract amount is an estimate, and RAP guarantees no minimum amount of business or compensation and does not guarantee that the contract maximum amount will be reached. It is RAP's intent to allow other City Departments to piggyback on the contract. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts. Funding for projects will be provided from various funding sources.

FISCAL IMPACT STATEMENT:

Releasing the RFQ has no fiscal impact on RAP's General Fund as funding will be identified on a per project basis.

This Report was prepared by Kai Wong, Management Analyst II and reviewed by Noel Williams, Chief Financial Officer, Finance Division.

REQUEST FOR QUALIFICATIONS



City of Los Angeles Department of Recreation and Parks

Figueroa Plaza
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS

Mandatory Pre-Qualification Conference: Time, Day, Date
Submission Deadline: Time, Day, Date

RESPONDENT'S CONTACT INFORMATION

Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed

Organization Name: _____

Address: _____

E-Mail: _____

Contractor's (or Other Professional) License No.: _____

Business Tax Registration Certificate (BTRC) No.: _____

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CITY OF LOS ANGELES
FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS
REQUEST FOR QUALIFICATIONS

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**REQUEST FOR QUALIFICATIONS FOR
FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS
VARIOUS WORK ORDER NUMBERS**

TOTAL ANNUAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED:
SEVEN MILLION DOLLAR (\$7,000,000.00) AMOUNT OF CONTRACT
PER YEAR, PER CONTRACTOR, PER CONTRACT

IMPORTANT DATES / LICENSE REQUIREMENTS

MINIMUM LICENSE REQUIREMENTS:

- a) Chain-Link and/or Omega Fencing: valid C-13 License
- b) Ornamental Fencing: valid C-23 License
- c) Sports Netting/Fencing: valid A, B, or C-13 License
- d) Masonry Walls: valid B License

MANDATORY PRE-QUALIFICATION MEETING:

A **Mandatory** pre-qualification meeting will be conducted on Day, Date at Location to be Determined

DEADLINE AND DELIVERY INFORMATION:

Proposals must be received no later than 3:00 p.m. on Day, Date.

Two (2) complete RFQ documents (including addenda), each with original initials/signatures and required forms, attachments and documentation must be submitted. In addition, a third, unbound, copy and a scanned PDF electronic copy must be submitted along with the two originally signed copies of the complete RFQ.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

RFQ for FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS – RESPONSE
ENCLOSED

Name and Address of Firm

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners
Attention: Board Secretary
Figueroa Plaza
221 N. Figueroa Street, Suite 300
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

RESPONDENT'S CHECKLIST

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

| ITEM DESCRIPTION | INITIALS |
|--|----------------------------------|
| <p>COMPLETED, SIGNED ORIGINALS The Response consists of two (2) originals, each set containing original initials and signatures, the complete RFQ document, plus all addenda, with no missing pages, and all required forms and attachments.</p> <p>A third, <u>unbound, copy</u> of the complete RFQ document and a <u>scanned PDF electronic copy</u> have been included with the Response.</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p> | <hr/> <hr/> <hr/> <hr/> |
| <p>LICENSE INFORMATION Professional license information is included.</p> | <hr/> |
| <p>RIGHT TO REJECT RESPONSES In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."</p> | <hr/> |
| <p>EXAMINATION OF RESPONDENT'S QUALIFICATIONS Respondent acknowledges that the Department of Recreation and Parks Planning, Construction and Maintenance Branch will examine the Response and determine the acceptability of each Respondent's qualifications for this RFQ. The Department of Recreation and Parks reserves the right to use outside evaluation panels if necessary.</p> | <hr/> |
| <p>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS Respondent has completed all requests for information and answered all questions.</p> | <hr/> |
| <p>NON-COLLUSION AFFIDAVIT Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see Exhibit C)</p> | <hr/> |
| <p>MUNICIPAL LOBBYING ORDINANCE Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See Exhibit C)</p> | <hr/> |
| <p>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS Respondent has fully read and understood the "Introduction, Respondent's Instruction and Submittal" section of this RFQ.</p> | <hr/> |
| <p>COMPLIANCE DOCUMENT PACKET Respondent has completed the checklist and all required items in the Compliance Document Packet attached in Exhibit C. VERY IMPORTANT – FAILURE TO COMPLETE AND SIGN ALL FORMS IN SECTION I OF EXHIBIT C WILL RENDER YOUR RESPONSE NON-RESPONSIVE.</p> | <hr/> |

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Fence Installation, Maintenance and/or Repairs**

| ITEM DESCRIPTION | INITIALS |
|---|----------|
| FORM A – H INDEX | |
| FORM A: CONTRACTOR GOVERNMENTAL REFERENCE SHEET(S) Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary. | |
| FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S) Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary. | |
| FORM C: PROJECT QUALIFICATION FORM(S) Respondent read, signed and submitted one completed form for each qualifying project. | |
| FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED) Respondent has read, signed, and submitted the Information Release Form. | |
| FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED) Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark "Not Applicable." | |
| FORM F: APPLICANT'S DECLARATION OF SELF-INSURANCE Complete and sign form or mark "Not Applicable." | |
| FORM G: OUT-OF-STATE BIDDERS Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter "Not Applicable." | |
| FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter "Not Applicable." | |
| EXHIBIT A-C INDEX | |
| EXHIBIT A: SPECIFICATIONS & PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS Respondent has read all sections of the "Specifications and Proposed As-Needed Contract Language", and filled out contact information in Article 17 (in Exhibit A). | |
| EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive. | |
| EXHIBIT C: COMPLIANCE DOCUMENT PACKET See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. ALL FORMS IN SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE. | |

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

NAME OF RESPONDENT _____

RESPONDENT'S ADDRESS _____

STREET _____

CITY _____ STATE _____ ZIP CODE _____

➤ RESPONDENT'S TELEPHONE NUMBER _____

➤ RESPONDENT'S FAX NUMBER _____

➤ RESPONDENT'S EMAIL ADDRESS _____

➤ BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) # _____

➤ RESPONDENT'S CHECK LIST

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

Initial

BY:

(Signature) _____ Date _____

PRINT NAME: _____

TITLE OR POSITION: _____

INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

Firms interested in providing **FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at www.laparks.org and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board of Recreation and Park Commissioners has not authorized any other agency, Internet service, or plan room distributor other than the Department of Recreation and Parks, Planning, Construction and Maintenance Branch to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months or one hundred eighty (180) days after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

The City reserves the right to add contractors during the term of the contract(s) awarded as a result of this RFQ process.

DESCRIPTION OF REQUESTED SERVICES

Fence installation, maintenance and/or repairs.

EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to the RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the Respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis.
2. All Respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any Respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the Response non-responsive, making the Respondent ineligible for any future contract awards under this RFQ.
3. It is the intention of the Board to award this contract as expeditiously as possible.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Fence Installation, Maintenance and/or Repairs**

4. Any Respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.

RAP CONTACT FOR INFORMATION AND ASSISTANCE

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the Contract Administrator:

Jim Newsom
Department of Recreation and Parks
Contracts, Finance Division
221 North Figueroa Street, Suite 200
Los Angeles, California, 90012

Phone: 213-202-2678
Fax # 213-202-2612 (Cover sheet required)
E-mail: jimmy.newsom@lacity.org

MANDATORY PRE-QUALIFICATION MEETING

Respondents are required to attend a pre-qualification meeting scheduled for Day, Date, at the City of Los Angeles, Department of Recreation and Parks, Location **TO BE DETERMINED**.

The purpose of the meeting is to inform prospective Respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

SUBMITTAL DEADLINE/OPENING OF PROPOSALS

Proposals must be received no later than 3:00 p.m. on Day, Date of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED**.

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

REVIEW OF RESPONSES

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

REJECTION OF RESPONSES/RE-ISSUANCE OF RFQ

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners
Attention: Board Secretary
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

RFQ SUBMITTAL ITEMS

Respondents must submit the following:

- Two (2) complete original RFQ Responses, AND
- An unbound copy of the original RFQ Response, AND
- A scanned PDF electronic copy of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive)

Each original Response must include the RFQ document with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M. of the RFQ submittal date designated on Page 3 of this RFQ: "Important Dates/License Requirements". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED.** City staff will then review

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

the RFQ's and MAY make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. NO Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses plus the extra unbound copy and electronic copy as required may result in your Response being deemed non-responsive.**

USE OF CITY-ISSUED FORMS

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

SIGNATORIES AND SIGNATURE BLOCKS

Respondents must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with the Response may render the Response non-responsive):

If the Respondent is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. 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 documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

LICENSE INFORMATION

Respondent shall provide on page 1 of this RFQ the number of his/her qualifying professional license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests are received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners
Attention: Board Secretary
Figueroa Plaza
221 N. Figueroa St., Suite 300
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

RESPONDENT QUALIFICATIONS/EVALUATION

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications MUST be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.

DEFINITIONS:

Includes but is not limited to the design, engineering, fabrication, purchase, installation, maintenance and/or repair of chain-link fencing (permanent or temporary fencing), backstops, omega fencing, all ornamental fencing (including tubular and solid bar), automatic driveway gates, tubular driveway gates (i.e., rhino gates), guardrails, flag poles, wood-creek/recycled lumber fences, all golf fence netting systems, and masonry walls (including retaining walls and block walls).

MINIMUM QUALIFICATIONS:

General Requirements all Respondents MUST meet:

Years in Business: Unless otherwise stated, qualifying projects must have been completed in the last five (5) years, or no later than August 1, 2011. Projects must have been performed in the State of California with valid California Contractors Licenses as specified under each category. Respondents must have directly managed and/or performed 100% of the installation. The installation must have been performed in accordance with the designer's and/or manufacturer's specifications to the satisfaction of the awarding parties.

1) CHAIN-LINK AND/OR OMEGA FENCING:

Check this box if you qualify for Chain-Link and/or Omega Fencing and have provided evidence of your qualifications.

Respondent must have completed a minimum of ten (10) chain-link and/or Omega fencing installation projects, each consisting of 1,500 Lineal Feet (LF) or more, and the work must have been performed under a valid C-13 Fencing license. All chain-linked/Omega work must have been performed by the Respondent.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

2) ORNAMENTAL FENCING:

- Check this box if you qualify for **Ornamental Fencing** and have provided evidence of your qualifications.

Respondent must have completed a minimum of ten (10) Ornamental Fencing projects performed. All on-site and off-site fabrication of the submitted projects must have been performed by a certified Los Angeles fabricator. Each project submitted must be a minimum of 700 LF. All projects must have been performed under a C-23 (Ornamental Fencing) license.

3) SPORTS NETTING/FENCING:

- Check this box if you qualify for **Sports Netting/Fencing** and have provided evidence of your qualifications.

Respondent must have completed a minimum of five (5) sports netting/fence installations in the last ten (10) years. Projects must have consisted of steel fence poles placed at approximately 50 ft. spacing, varying in height from approximately 60 ft. to a maximum of 80 ft., with a design that allowed for the ability to increase the height of the poles to a minimum of 120 feet. Netting must have been installed in such a manner as to alleviate/minimize balls from hitting the poles. License requirements: A, B, or C-13.

4) MASONRY WALLS:

- Check this box if you qualify for **Masonry Walls** and have provided evidence of your qualifications.

Respondent must have completed a minimum of ten (10) masonry wall installation projects within the City of Los Angeles, each consisting of at least 1,500 LF and a minimum height of 8 ft. or higher, and the work must have been performed under a valid B license.

Office Locations: Respondent must have an established office(s) within one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County.

Compliance History: All qualifications submitted are required for any future work for the City and shall be done in accordance with all the applicable rules and regulations as follows:

- 1) Respondents must have current licenses and be in good standing with The California State License Board as follows:
 - a) Chain-Link and/or Omega Fencing: valid C-13 License
 - b) Ornamental Fencing: valid C-23 License
 - c) Sports Netting/Fencing: valid A, B, or C-13 License
 - d) Masonry Walls: valid B License

- 2) Must meet all current bonding requirements with the City of Los Angeles.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

REQUIRED DOCUMENTATION:

a. Introductory/Cover Letter (Maximum Length: Three [3] Pages)

- (1) Provide a brief narrative on the firm's history, organizational structure and years in business;
- (2) Discuss the firm's ability to provide the scope of work or range of services identified in this RFQ;
- (3) Identify the locations and sizes of the corporate headquarters and branch offices;
- (4) Identify which office(s) will have the primary responsibility for providing client services and provide the name and phone number of the principal office manager(s).

b. Professional Experience and Qualifications

- A. Provide a brief summary of key personnel, including any sub-consultants/subcontractors, citing their education, work experience, and professional registrations, certifications and affiliations as applicable.
- B. Work experience should identify the year, job title, and the name of the employer at the time the work was performed (if résumés are included as part of this Response, they should be limited to two [2] pages for each person).
- C. Include a statement that the firm possesses the personnel necessary to provide the scope of work or services identified in this RFQ and meet the minimum certification requirements. Proof of these certifications must be provided as part of this RFQ.

3. Performance Bond

A Performance Bond may be required once a project is awarded to CONTRACTOR: Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If a Performance Bond is required, it is requested that acceptable bond and insurance documents be submitted within ten (10) working days after notice of award of any as-needed projects. Proof of Performance Bonds may be submitted to the Department Contract Administrator, Attention: Jim Newsom, 6335 Woodley Ave, Van Nuys, California, 91406.

NOTE: Bonds must also be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

If it is determined that a performance bond is required, the awarded Contractor/s will be required to maintain a minimum Performance Bond in the amount or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

4. Relevant Project Experience

All qualifications **MUST** be provided on Form C of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet the minimum requirements in order to be qualified.

CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS

MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR RAP CONSTRUCTION CONTRACTS

All Respondents are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

COMPLIANCE DOCUMENTS

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ (“Compliance Documents”).

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your Response:

- Responder’s Signature Declaration and Affidavit (Section I.A of Exhibit C)
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit C)
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)

Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.

- Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs,

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Fence Installation, Maintenance and/or Repairs**

and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

| | |
|---------------------|------------|
| MBE Participation: | 18% |
| WBE Participation: | 4% |
| SBE Participation: | 25% |
| EBE Participation: | 8% |
| DVBE Participation: | 3% |

- Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)
Please read the instructions in Exhibit C, Section H.
- Los Angeles Residence Information (Section I.I of Exhibit C)
- Reporting Requirements After Award of Contract (Section I.J of Exhibit C)
- Equal Employment Practices Certification (Section I.K of Exhibit C)
- Child Care Policies (Section I.L of Exhibit C)
- Iran Contracting Act of 2010 (Section I.M of Exhibit C)

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within 10 calendar days of notification by Department):

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- Equal Benefits Ordinance Statement
- City-approved Proof of Insurance
- City-approved Performance Deposit
- First Source Hiring Ordinance
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit

Failure of the successful Respondent to submit all the required documents in section 'n' through 'v' of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections 'a' through 'm' of Exhibit C with the RFQ Response may render the response non-responsive, and no contract

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org within ten (10) calendar days after the notice of award of this contract:

- Affirmative Action Documents
- Equal Benefits Ordinance
- First Source Hiring Ordinance
- Non-Discrimination/Equal Employment Practices Provisions
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

AFFIRMATIVE ACTION PLAN

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

The chosen Affirmative Action Plan must be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org no later than ten (10) calendar days after notice of award.

PREVAILING WAGES

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

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

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

CONTRACTOR RESPONSIBILITY ORDINANCE

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:
<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

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. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for 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, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two (2) places**) may result in your response being deemed non-responsive.

INSURANCE REQUIREMENTS

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

In addition, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at: <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

OFFICE OF CONTRACT COMPLIANCE FORMS

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

Department of Public Works Bureau of Contract Administration
Office of Contract Compliance
1149 South Broadway, Suite 300
Los Angeles, CA 90015
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

CONTRACTOR PARTICIPATION

The awarded Contractor shall perform 75% of the total electrical portion of all projects awarded to its own organization. Contractor may subcontract up to 25% of the total value of each project awarded under this contract. The percentage subcontracted shall be based on the original contract price, exclusive of specialty items performed or manufactured by Subcontractors, subject to the approval of Department Contract Administrator. The City reserves the right to waive any portion of the Contractor Participation provision.

COMMENCEMENT AND COMPLETION OF WORK

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

SAFETY ORDERS

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

SECURITY GUARD SERVICES

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California ID.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**Request for Qualifications:
Fence Installation, Maintenance and/or Repairs**

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

SELF-ACCRUAL OF USE TAX PROGRAM

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

FORMS A – H INDEX

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FORM A

**Request for Qualifications:
Fence Installation, Maintenance and/or Repairs**

**CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET
CONTRACTORS MUST USE THIS FORM**

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET

CONTRACTOR MUST USE THIS FORM

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

PROJECT QUALIFICATION FORM

Prior to filling out this sheet, please refer to page 12 of this RFQ document for instructions.

Project Type: (i.e. Fence Installation, Maintenance and/or Repairs):

Project Address/Location: _____

Customer Contact Name: _____

Customer Contact Phone #: _____

County: _____

Project Start Date: _____

Project Completion Date: _____

Project Summary:

Please print out additional Project Qualification Forms (Form C) as necessary.

**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 Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses 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

FORM E

**Request for Qualifications:
Fence Installation, Maintenance and/or Repairs**

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to **Exhibit B** for minimum coverage limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

| | | |
|----------|---|--------|
| PRODUCER | THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| | INSURERS AFFORDING COVERAGE | NAIC # |
| INSURED | INSURER A: | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADPT LTR/INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | | | | | | | | |
|-----------------------------|--|---------------|------------------------------------|-------------------------------------|--|----------------------|--------|--------------------|----|----------------------------|----|-----------------------------|----|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA AGG \$ AUTO ONLY: AGG \$ | | | | | | | | |
| | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER | | | | <table border="1"> <tr> <td>WC STATU-TORY LIMITS</td> <td>OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | WC STATU-TORY LIMITS | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Los Angeles is an additional insured by blanket endorsement.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE |
|--|---|

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Los Angeles

Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:

which is a For-profit Corporation, Non-profit Corporation, General Partnership, Limited Partnership, Sole Proprietor

Other: _____ has a formal program to self-insure _____ exposure in the amount _____ (type of coverage)

of \$ _____ per occurrence, and \$ _____ annual aggregate limit and agrees to the following terms and conditions:

- 1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
- 2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
- 3. To notify the cognizant City Agency/Bureau immediately of any claim, judgment, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel: _____ Name & Address of Applicant's Claims Representative: _____

Declaration

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this _____ day of _____, 20____ at _____ (Place)

(Signature) and _____ (Signature)

(Print name and title) and _____ (Print name and title)

Telephone: _____

Note: Two officers must sign for a corporation

City Agency/Bureau: _____ Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City: _____

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: _____

If Bidder has no permit number, check box below and sign.

No Permit Number: _____

Signature: _____ Date: _____

SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION

SDO EXEMPTION

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

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

Section 1: Awarding Department

| | |
|-------------------------|--------|
| Name of contact person: | Title: |
| Department: | Phone: |
| Signature: | Date: |

Section 2: Contractor and Contract Information

| | | |
|------------------|-------------------|---------|
| Company Name: | Federal ID #: | |
| Company Address: | | |
| City: | State: | Zip: |
| Purpose: | BAYN Contract ID: | |
| Start Date: | End Date: | Amount: |

Section 3: Basis for Exemption – Check one. A memorandum must be attached explaining why exemption is justified.

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

| OCC USE ONLY | |
|--------------|--|
| Approved: | Not Approved. (See attached memorandum.) |
| OCC Analyst: | Date: |

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

Grant funded Contracts if the application of this article would violate or be inconsistent with the terms or conditions of a grant or Contract with an agency of the United States, the State of California or the instruction of an authorized representative of any of those agencies with respect to any grant or Contract.

Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of one of these entities, or a public or quasi-public corporation located in the United States and declared by law to have a public status.

Contracts with any Company that has been designated as a non-profit organization pursuant to the United States Internal Revenue Code Section 501(c)(3).

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(7).

EXHIBITS A – C INDEX

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| C. Compliance Document Package | 49-141 |

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR
FENCE INSTALLATION, MAINTENANCE AND/OR REPAIRS.***

These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.

**ARTICLE 1
SECTION HEADINGS**

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

**ARTICLE 2
SPECIFICATIONS**

PARTIAL AND FINAL PAYMENT

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

**ARTICLE 3
LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

**ARTICLE 4
MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

**ARTICLE 5
NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

**ARTICLE 6
ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

**ARTICLE 7
DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

**ARTICLE 8
LICENSES AND PERMITS**

CONTRACTOR is required to have at least a California Contractor's License:

- a) Chain-Link and/or Omega Fencing: valid C-13 License
- b) Ornamental Fencing: valid C-23 License
- c) Sports Netting/Fencing: valid A, B, or C-13 License
- d) Masonry Walls: valid B License

**ARTICLE 9
TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

**ARTICLE 10
CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

**ARTICLE 11
TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

The CITY has the right to cancel the contract for cause at any time.

ARTICLE 12
SUBCONTRACT APPROVAL

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

12.1 SUBLETTING AND SUBCONTRACTORS

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

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
 1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
 2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
 - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
 - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
 3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
 4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (½) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.

5. All requests for approval of Subcontractors must contain the following information:
 - A. Project Name
 - B. Project Work Order Number
 - C. Subcontractor's Name
 - D. Subcontractor's Business Address
 - E. Subcontractor's Business Phone Number
 - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
 - G. Subcontractor's State of California Contractor License Number
 - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
 - I. Dollar Amount of Work to be performed
 - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.
 - When the listed Subcontractor becomes bankrupt or insolvent.
 - When the listed Subcontractor fails or refuses to perform its subcontract.
 - When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
 - When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
 - When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
 - When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
8. When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

12.4 PENALTIES

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

ARTICLE 13

PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

ARTICLE 14

PERFORMANCE BOND

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

14.1 PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

EXHIBIT A

**Request for Qualifications:
Fence Installation, Maintenance and/or Repairs**

prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15
WARRANTY**

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

**ARTICLE 16
PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17
REPRESENTATIVES FOR THE PARTIES
CONTRACTOR'S REPRESENTATIVE**

Name: _____

Telephone: _____

Emergency/Cell Phone: _____

Fax: _____

Email: _____

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

PERSON TO CONTACT FOR CONSTRUCTION SERVICES:

Name: _____

Telephone: _____

Emergency/Cell Phone: _____

Fax: _____

Email: _____

CITY'S REPRESENTATIVE

Jim Newsom
Department of Recreation and Parks
Contracts, Finance Division
221 North Figueroa St., 2nd Floor
Los Angeles, California, 90012
Phone: 213-202-2678
Fax # 213-202-2612 (Coversheet Required)
E-mail: jimmy.newsom@lacity.org

ARTICLE 18
CHANGES OR MODIFICATIONS

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

ARTICLE 19
INDEPENDENT CONTRACTORS

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

ARTICLE 20
OWNERSHIP OF DATA

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

ARTICLE 21
NON-DISCRIMINATION AND AFFIRMATIVE ACTION

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause. Requirements are defined on Page 55 and are included herein by reference.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

ARTICLE 22
SUCCESSORS AND ASSIGNS

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

ARTICLE 23
FORCE MAJEURE

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 24
SEVERABILITY

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

ARTICLE 25
GOVERNING LAW

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

ARTICLE 26
LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

ARTICLE 27
INSURANCE REQUIREMENTS

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_insurance.pdf. The Contract

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

27.1 Indemnification

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all 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 and cost of litigation, damage 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 on the part of Contractor or Subcontractor of any tier.

27.2 Insurance

27.2.1 General Conditions

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

ARTICLE 28

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 within Exhibit C incorporated herein by this reference.

ARTICLE 29

CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

ARTICLE 30**SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE****“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:
 - a. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
 - b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
 - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, “City financial assistance recipient” means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
 - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
 - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
 - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.

- e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
 - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
 - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
2. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
4. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

Grant Funded Applications

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

EXHIBIT A

Request for Qualifications:
Fence Installation, Maintenance and/or Repairs

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

ARTICLE 31 **AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto within Exhibit C and incorporated herein by this reference.

ARTICLE 32 **EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on Page 54 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

ARTICLE 33 **CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY’s departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

ARTICLE 34 **CLEAN AIR/CLEAN WATER**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE 35 **ORDER OF PRECEDENCE**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR’s response
- E. Referenced Specification
- F. Federal and State Requirements

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

ARTICLE 36
SAFETY REQUIREMENTS

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

ARTICLE 37
ENTIRE CONTRACT

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** all evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your 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 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 – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.

**IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT)
BY RFQ SUBMITTAL DEADLINE.**

2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through Track4LA® at <http://track4la.lacity.org>.
4. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at www.2sparta.com, or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

EXHIBIT B

Request for Qualifications:
Fence Installation, Maintenance and/or Repairs

Form Oca. 146 (Rev. 9/06)

Required Insurance and Minimum Limits

Name: RFQ - As Needed: Fence Installation, Maintenance, and/or Repairs

Date: 02/02/2016

Agreement/Reference:

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

Limits

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL) WC Statutory
EL \$1,000,000

Waiver of Subrogation in favor of City Longshore & Harbor Workers
 Jones Act

General Liability \$1,000,000

Products/Completed Operations Sexual Misconduct
 Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

Professional Liability (Errors and Omissions) \$1,000,000

Discovery Period 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage Boiler and Machinery
 Flood Builder's Risk
 Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other: General Notes:
1) If a contractor has no employees and decides to not cover herself/himself for worker's compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lscity.org/cao/risk/insuranceForms.htm>.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

EXHIBIT C

COMPLIANCE DOCUMENTS

REQUEST FOR QUALIFICATIONS

Los Angeles Department of Recreation and Parks Contracts Unit
221 N. Figueroa St. Suite 200 Los Angeles,
CA 90012 Telephone: (213) 202-2678
Fax: (213) 202-3214
Web: www.laparks.org/proposal.htm

January 2016



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

**COMPLIANCE DOCUMENTS –
 REQUEST FOR QUALIFICATIONS
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| V | Slavery Disclosure Affidavit | _____ |
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CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SECTION I

Compliance Documents to be submitted by All Respondents

SECTION A

RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT

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

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:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal 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 the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal 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 price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal 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 or cancellation of any concession contract awarded pursuant to this proposal.

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 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**

All Responses submitted in response to the 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

All proposals 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 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 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 of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. 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 and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

Signature of person authorized to bind proposer

Date

SECTION C

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

INSTRUCTIONS:

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that _____ will:

Name of Business

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

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

City/County/State

Date

Name of Business

Address

Signature of Authorized Office or Representative

Print Name

Title

Telephone Number

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm

INSTRUCTIONS:

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

**CITY OF LOS ANGELES
CONTRACTOR RESPONSIBILITY ORDINANCE
(Los Angeles Administrative Code Section 10.40 et seq.)**

1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

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

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

| Administrative Agency | Agreement Type | Contact Information |
|-----------------------|----------------|------------------------------------|
| Public Works, BCA | Service | Russ Struzella (213) 580-5012 |
| Public Works, BCA | Construction | Russ Struzella (213) 580-5012 |
| General Services | Procurement | Raymond Richards (213) 485-4591 |

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.

An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

12. What happens during the fourteen (14) calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

13. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

14. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

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

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

17. What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

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

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

19. Are there any exemptions under the Ordinance?

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES
RESPONSIBILITY
QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

| | | |
|--|---------------------|-------|
| City Department/Division Awarding Contract | City Contact Person | Phone |
|--|---------------------|-------|

| | |
|---|----------|
| City Bid or Contract Number and Project Title (if applicable) | Bid Date |
|---|----------|

BIDDER/CONTRACTOR INFORMATION

| | |
|-------------------------------|-----------------------------|
| Bidder/Proposer Business Name | Contractor's License Number |
|-------------------------------|-----------------------------|

| | | | |
|----------------|------|-------|-----|
| Street Address | City | State | Zip |
|----------------|------|-------|-----|

| | | |
|-----------------------|-------|-----|
| Contact Person, Title | Phone | Fax |
|-----------------------|-------|-----|

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated _____ / _____ / _____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated _____ / _____ / _____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

| | | |
|-------------------|-----------|------|
| Print Name, Title | Signature | Date |
|-------------------|-----------|------|

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

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

Check the box only if your firm is a publicly traded corporation.
List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.

Partnership: Date formed: _____ / _____ / _____ State of formation: _____
List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: _____ / _____ / _____
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: _____ / _____ / _____
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

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

3. Has the firm changed names in the past five years?

Yes No

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

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?
 Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

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

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?
 Yes No

If Yes, explain the circumstances on Attachment B.

E. INSURANCE

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?
 Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

Workers' Compensation Insurance Policy Currently in Effect Legally

Self-Insured

No Workers' Compensation Policy Currently in Effect

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: _____ EMR-1: _____ YR 2: _____ EMR-2: _____ YR. 3: _____ EMR-3:

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?
 Yes No

If Yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

F. PERFORMANCE HISTORY

12. How many years has your firm been in business? _____ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments? Yes
 No

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

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.
 Check the box if you have not had any similar contracts in the last five years.
15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?
 Yes No

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

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No

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

17. In the past five years, has your firm defaulted on a contract or been debarred or determined to be a non- responsible bidder or contractor?
 Yes No

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

G. DISPUTES

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

- (a) Payment to subcontractors?
 Yes No
- (b) Work performance on a contract?
 Yes No
- (c) Employment-related litigation brought by an employee?

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

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

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

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

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

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

I. BUSINESS INTEGRITY

25. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check Yes to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes No

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

Yes No

26. In the past five years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page

A large, empty rectangular box with a thin black border, occupying most of the page. It is intended for the user to provide additional information or explanations as requested in the text above.

ATTACHMENT B FOR SECTIONS D THROUGH I

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

Check Yes in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

STATE ENTITIES

California’s Department of Industrial Relations

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

California’s Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

California’s Department of Justice LOCAL

ENTITIES

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

OTHERS

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

SECTION E
CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:
<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

INSTRUCTIONS:

- a. Complete and sign the document
- b. Submit with the Response

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

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three (3) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

SECTION F
LIVING WAGE
ORDINANCE AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm

INSTRUCTIONS:

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

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

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

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

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

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

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

6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
 - a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
 - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
 - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
 - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
 - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
 - (2) The assistance is not for economic development or job growth.
 - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
 - a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
 - b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)

3. The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
 - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
 - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:
 - (1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
 - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
 - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
 - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
 - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL RFQ EXHIBIT C

This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

| TO BE FILLED OUT BY THE CONTRACTOR: | |
|--|---------------------|
| 1. Company Name: _____ | Phone Number: _____ |
| 2. Company Address: _____ | |
| 3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____ | |
| 4. Type of Service Provided: _____ | |

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

| EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED |
|---|---|
| <input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> • A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. • The exemption is valid for all employees except Child Care Workers. • Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. • Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." • This is read broadly so that the term would include, for example, tutors working with children 12 or under. | <ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ol style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ _____ 3. Based on Question 2 above, is A less than C? YES <input type="checkbox"/> NO <input type="checkbox"/> <p style="margin-left: 20px;">If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</p> 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form. |
| <input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance. | Fill and Submit the LW-18 Form. |

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

| | |
|---|--|
| Print Name of Person Completing This Form | Signature of Person Completing This Form |
| Title | Date |
| Phone # | |

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

| AWARDING DEPARTMENT USE ONLY: | | | |
|-------------------------------|---------------------|----------------------|-------------------|
| Dept: _____ | Dept Contact: _____ | Contact Phone: _____ | Contract #: _____ |
| Approved/ | Not | Approved | Reason: _____ |
| | | | By Analyst: _____ |

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

RFQ EXHIBIT C

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

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

| CONTRACTOR INFORMATION: | |
|--|---------------------|
| 1. Company Name: _____ | Phone Number: _____ |
| 2. Company Address: _____ | |
| 3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____ | |
| 4. Type of Service Provided: _____ | |

| NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS | |
|---|---|
| REQUEST FOR NON-COVERAGE DETERMINATION | SUPPORTING DOCUMENTATION REQUIRED |
| <input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract". | A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination. |

| EXEMPTION INFORMATION: | |
|---|--|
| CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT: | |

| TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY | |
|---|--|
| EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED |
| <input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply. | Provide a copy of grant-funding agency's determination to the OCC. |

| TO BE REQUESTED BY CONTRACTORS ONLY | |
|---|---|
| EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED |
| <input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA. | A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO. |
| <input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt. | A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses. |

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

| | |
|--|---|
| Print Name of Person (Contractor) Completing This Form | Signature of Person (Contractor) Completing This Form |
| Title | Date |
| Phone # | |

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

| AWARDING DEPARTMENT USE ONLY: | | | |
|-------------------------------|---------------|----------------|-------------|
| Dept: | Dept Contact: | Contact Phone: | Contract #: |

| OCC USE ONLY: | |
|---|-------------|
| Approved / Not Approved – Reason: _____ | Date: _____ |
| By OCC Analyst: _____ | |

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

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

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

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

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

- Earn less than Fifteen Dollars (\$15.00.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

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

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

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

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

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

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

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

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

SECTION G**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), www.labavn.org.

INSTRUCTIONS:

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

CITY OF LOS ANGELES
BUSINESS INCLUSION PROGRAM (BIP) FOR A
REQUEST FOR QUALIFICATIONS (RFQ)

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

| | |
|---------------------|---------|
| MBE Participation: | See RFQ |
| WBE Participation: | See RFQ |
| SBE Participation: | See RFQ |
| EBE Participation: | See RFQ |
| DVBE Participation: | See RFQ |

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at bca.biphelp@lacity.org.

**DEPARTMENT OF PUBLIC WORKS' POLICY
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR QUALIFICATIONS (RFQ)**

SUMMARY

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

A. GENERAL

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

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at bca.biphelp@lacity.org.

B. DEFINITIONS

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
 - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
 - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
 - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
 - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed \$3.5 million.
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

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

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

- a. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: <http://bca.lacity.org/>
- b. CalTrans
State of California, Department of Transportation, Civil Rights Group
1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
To order a directory, call (916) 445-3520
Internet address: <http://www.dot.ca.gov/hq/bep/>

- c. Los Angeles County Metropolitan Transportation Authority
 Equal Opportunity Department
 1 Gateway Plaza, Los Angeles, CA 90012
 Telephone: (213) 922-2600 FAX: (213) 922-7660
 Internet address: <http://www.mta.net>
- d. Southern California Minority Supplier Development Council, Inc. (for a fee)
 800 W. 6th Street, Suite 850, Los Angeles, CA 90017
 Telephone: (213) 689-6960 FAX: (213) 689-1707
 Internet address: <http://www.scmsdc.org>
9. **Business Inclusion Program Outreach documentation:** The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
10. **Subcontract:** For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
11. **Subconsultant:** An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. **Vendor and/or supplier:** A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. **Broker:** A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. **Participation Recognition:** This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
- a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (www.lacity.org) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFQ response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

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

1. Email BAVN Support at ITA.BAVN@lacity.org.
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at bca.biphelp@lacity.org.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

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

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.

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

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

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

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

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

Required Documentation: Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

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

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| 4 | WRITTEN NOTICES TO SUBCONSULTANTS |
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

Required Documentation: E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent's responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

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

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

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

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

submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

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| 5 | PLANS, SPECIFICATIONS AND REQUIREMENTS |
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The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

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

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

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| 6 | NEGOTIATED IN GOOD FAITH |
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The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

Required Documentation:

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

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

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

Note: For the purposes of this RFQ only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

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BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

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

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

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

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

D. AWARD OF CONTRACT

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

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

E. SUBCONSULTANT SUBSTITUTION

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

1. **Substitution During Contract Duration:** The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
 - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
 - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution:** The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
 1. Name of company contacted; contact person and telephone number; date and time of contact.
 2. Response for each item of work which was solicited, including dollar amounts.
 3. Reason for selection or rejection of sub-bid prospect.
 4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
 - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

H. **RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

I. **AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

Schedule A
LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,
 SIGN ALL SHEETS)

| No. | Company Name Address Telephone/Contact Person | License No. | MBE/WBE/ SBE/EBE/ DVBE/OBE | Description of work to be performed. |
|-----|---|-------------|----------------------------------|--------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Qualifications for Pre-Qualified On-Call Architectural and Related Professional Services Consultants List.

 Signature of Person Completing this Form

 Printed Name of Person Completing this Form

 Title Date

MUST BE SUBMITTED WITH THE RFQ RESPONSE

SECTION H**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50 and CEC Form 55, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

http://ethics.lacity.org/pdf/laws/law_mlo.pdf

INSTRUCTIONS:

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50 & CEC Form 55) and submit them with the Response.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1560

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

| | |
|---------------------------|----------------------------------|
| Bid/Contract/BAVN Number: | Awarding Authority (Department): |
|---------------------------|----------------------------------|

| | |
|-----------------|--------|
| Name of Bidder: | Phone: |
|-----------------|--------|

Address:

Email:

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: _____ Signature: _____
 Name: _____
 Title: _____

Los Angeles Administrative Code § 10.40.1

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

- (i) **"Public lease or license"**.

- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 976-1950

Prohibited Contributors (Bidders)

CEC Form 55

This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

| | |
|---|---------------------|
| Bid/Contract/BAVN Number (or other identifying information if no number): | Date Bid Submitted: |
|---|---------------------|

Description of Contract:

Awarding Authority (Department):

BIDDER

Name: _____

Address: _____

Email (optional): _____ Phone: _____

State Contractor ID: _____

State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".

PRINCIPALS

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

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

_____ additional sheets are attached. Bidder is an individual and no other principals exist.



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1968

Prohibited Contributors (Bidders) CEC Form 55

SUBCONTRACTORS

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

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

Subcontractor: _____

Address: _____

State Contractor ID (for identification purposes; if none, indicate "not applicable"): _____

_____ additional sheets are attached.

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



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1560

Prohibited Contributors (Bidders) CEC Form 55

PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

Name: _____ Title: _____

Address: _____

Subcontractor: _____

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

Subcontractor: _____

Subcontractor: _____

_____ additional sheets are attached.

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

CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 479(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles City Charter § 479(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.

SECTION I**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

INSTRUCTIONS:

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

LOS ANGELES RESIDENCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: _____

I. Corporate or Main Office Address:

II. Total Number of Employees in the Organization: _____

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

_____ ; Percentage Residing in the City: _____

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The

City: _____ ; Percentage Residing in the City: _____

SECTION J**REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT**

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10th of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10th) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

Contractor or Name of Company

By: (Signature)

Date

SECTION K

NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION

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

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

Respondents shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

INSTRUCTIONS:

1. Complete and sign the document.
2. Submit with the Response.

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause

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

II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions

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

- A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

COMPANY NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME AND TITLE (TYPE OR PRINT)

CITY, COUNTY, STATE, ZIP

TELEPHONE/E-MAIL

SECTION L
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 REFERRAL 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.

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.

J. 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.

K. 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.

L. 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.

M. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

N. 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.

O. 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.

P. 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.

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

SECTION M

IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit".

INSTRUCTIONS:

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

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

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE (1)** of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

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

OPTION #2: EXEMPTION

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

| | | |
|---|-----------------------------------|---------------------|
| <i>Vendor Name/Financial Institution(printed)</i> | | <i>BTRC(orn/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Print Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>City Appr oval (Signature)</i> | <i>(Print Name)</i> |



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SECTION II

Compliance Documents to be submitted by Selected Proposer

SECTION N

AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

INSTRUCTIONS:

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _____

CONTRACTOR: _____

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

SECTION O**BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

INSTRUCTIONS:

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City Of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name: _____

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

| | | | | | | | | | | | | | | |
|----------------|--|--|--|--|--|--|---|------|--|-------|--|--|--|--|
| ACCOUNT NUMBER | | | | | | | | FUND | | CLASS | | | | |
| | | | | | | | - | | | | | | | |

New Format:

| | | | | | | | | | | | | | | | | | | | | | | |
|----------------|--|--|--|--|--|--|--|--|--|--|--|--|--|------|---|-------|--|--|--|--|--|--|
| ACCOUNT NUMBER | | | | | | | | | | | | | | FUND | | CLASS | | | | | | |
| | | | | | | | | | | | | | | | - | | | | | | | |

State effective dates here: _____ to _____

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

| | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|---|--|--|
| | | | | | | | | | | - | | |
|--|--|--|--|--|--|--|--|--|--|---|--|--|

Explanation:

SECTION P

AFFIRMATIVE ACTION PLAN

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

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

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

INSTRUCTIONS:

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete and upload the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on the BAVN but no later than the time when an individual response is submitted. However, Respondents with certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN but no later than the time when an individual response is submitted.
- c. Respondents opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan on the City's BAVN. Respondents with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is thirty (30) days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

SECTION Q**EQUAL BENEFITS ORDINANCE STATEMENT**

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

Responders 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>.

INSTRUCTIONS:

The selected Respondent shall complete and upload the Equal Benefits Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org at the time it registers on BAVN, but no later than the submittal due date designated by the Awarding Authority, and prior to award of a City contract valued at Five Thousand Dollars (\$5,000.00) or more. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Responders do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

SECTION R

CITY-APPROVED PROOF OF INSURANCE

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

INSTRUCTIONS:

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

SECTION S**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

INSTRUCTIONS:

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.

SECTION T
FORM W-9
REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER (TIN) AND
CERTIFICATION

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

INSTRUCTIONS:

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

SECTION U**LIVING WAGE ORDINANCE AND
SERVICE CONTRACT WORKER RETENTION
ORDINANCE ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm

INSTRUCTIONS:

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

**LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

RFQ EXHIBIT C

This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

| TO BE FILLED OUT BY THE PRIME CONTRACTOR: | |
|---|-----------------------------|
| 1. Company Name: _____ | Company Phone Number: _____ |
| 2. Company Address: _____ | |
| 3. Awarding Department: _____ | |
| 4. Project Name: _____ | |
| <p>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</p> | |

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING: THE LIVING

WAGE ORDINANCE (LWO) REQUIRES:

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.

THE SERVICE CONTRACT WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:

In case of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

| TO BE FILLED OUT BY THE SUBCONTRACTOR: | | |
|---|-----------------------------|--|
| 1. Company Name: _____ | Company Phone Number: _____ | |
| 2. Company Address: _____ | | |
| 3. Type of Service Provided by Subcontractor to Prime: _____ | | |
| 4. Amount of Subcontract: _____ Subcontract Start Date: ___/___/___ End Date: ___/___/___ | | |
| By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations. | | |
| Print Name of Person Completing This Form _____ | | Signature of Person Completing This Form _____ |
| Title _____ | Phone # _____ | Date _____ |

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625

LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2008 a wage of at least \$10.00 per hour with health benefits of \$1.25 per hour, or \$11.25 per hour without health benefits (to be adjusted annually) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than \$12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _
2. STATE the number of employees working ON THIS CITY CONTRACT: _
3. ATTACH a copy of your company’s 1st PAYROLL under THIS CITY CONTRACT.
4. INDICATE (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? Yes No If YES:
 - 5a. SUBMIT a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
 - 5b. STATE how much, if any, employees pay for co-premiums: \$ _
6. SUBMIT a copy of your company’s current PAID time off policy for the employees working on the City contract.
7. SUBMIT a copy of your company’s current UNPAID time off policy for the employees working on the City contract.

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Phone #

Date

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM
 REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

RFQ EXHIBIT C

This form must be submitted to the AWARDEE DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
 2) Do you have subcontractors working on this City contract? Yes No
 If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDEE DEPARTMENT.
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

| PART A | PART B | | | | | |
|---|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (e)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone#: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B. If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SECTION II: SUBCONTRACTOR INFORMATION (continued)

| PART A | PART B | | | | | |
|---|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
| | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: | | | | | |
| | I 501 (c)(3) ¹ | II One- Person Contractor ² | III CBA ³ | IV Occupational License ⁴ | V Small Business ⁵ | VI Gov. entity ⁶ |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . Continue to fill in Part A for additional subs below. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO . Continue onto Part B . If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO . | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

- 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.
- 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

| EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED |
|--|--|
| One-person contractors, lessee, licensee 501(c)(3) non-profit organization | LW 13 – Departmental Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| Occupational license required Collective bargaining agreement w/supersession language | LW 10 – OCC Exemption Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| Small Business | LW 26 – Small Business Exemption Form (English & Spanish) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| Governmental Entity | NONE REQUIRED. |

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

- | | |
|--|---|
| 1) Employee Information Form | LW 6 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 2) Subcontractor Information Form | LW 18 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW 5 - http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm |

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

| | |
|---|--|
| Print Name of Person Completing This Form | Signature of Person Completing This Form |
| Title | Date |
| Phone # | AWARDING DEPARTMENT USE ONLY: |
| Dept: _____ Dept Contact: _____ | Contact Phone: _____ Contract #: _____ |

ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

- ¹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
 - (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement
- ² **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.
- ³ **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.
- (A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.
- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.
 - (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.
- ⁴ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.
- ⁵ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

⁶ **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

RFQ EXHIBIT C

EXEMPTION THAT REQUIRES OCC APPROVAL

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor: _____
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____

SECTION I: BUSINESS INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

| PART A | PART B: SUPPORTING DOCUMENTATION REQUIRED |
|---|---|
| <input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business. | None Required. |
| <input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year. | ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es). |
| <input type="checkbox"/> I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year. | ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES. |

If you **DID NOT** check off ANY boxes in PART A, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**
 If you checked off ANY boxes in PART A, continue to Section II.

SECTION II: EMPLOYEE INFORMATION

CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:

| PART C | PART D: SUPPORTING DOCUMENTATION REQUIRED |
|---|--|
| <input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). <input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three- fourths of the calendar year. | Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed. |

If you **DID NOT** check off ANY boxes in PART C, your company **IS NOT ELIGIBLE FOR AN EXEMPTION.**
 If you checked off ANY box in PART C, **ATTACH** supporting documentation, **SIGN, AND SUBMIT EXEMPTION FORM.**

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person Completing This Form _____

Signature of Person Completing This Form _____

Title _____

Phone # _____

Date _____

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By OCC Analyst: _____

Date: _____

SECTION V**SLAVERY DISCLOSURE ORDINANCE**

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

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

INSTRUCTIONS:

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

SECTION W
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 (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.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 BAVN.

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.labavn.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.eeoc@lacity.org

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 Economic and Workforce 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 am aware of my obligations under Los Angeles Administrative Code (LAAC) Section 10.44 et seq., First Source Hiring Ordinance, and understand that failure to comply may result in contract termination. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the First Source Hiring Ordinance as evidence against the contractor in actions taken pursuant to the provisions of the LAAC Section 10.39 et seq. and 10.40 et seq., Contractor Responsibility Ordinance.

_____ will fully comply with the First Source Hiring Ordinance requirements.
Company Name

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

Executed this _____ day of _____, in the year 20____, at _____, _____ (City) _____ (State)

Signature

Mailing Address

Name of Signatory (Please Print)

City, State, Zip Code

Title

EIN/TIN

BAVN ID No.

E-Mail

MATTERS PENDING

Matters Pending will be carried for a maximum of six months, after which time they will be deemed withdrawn and rescheduled whenever a new staff report is received.

GENERAL MANAGER'S REPORTS:

| <u>ORIGINALLY PLACED ON BOARD AGENDA</u> | <u>PLACED ON MATTERS PENDING</u> | <u>DEEMED WITHDRAWN</u> |
|--|--|-----------------------------|
| 3/2/16 | 2/17/16 | 8/17/16 |
| 16-021 | City Hall Park – Joy Picus Play Area Renovation (PRJ20941) Project – Allocation of Zone Change Fees; Exemption from the California Environmental Quality Act | |
| 3/2/16 | 2/17/16 | 8/17/16 |
| 16-025 | Griffith Park – Nursery Improvement (PRJ21006) Project – Allocation of Quimby Fees; Exemption from the California Environmental Quality Act | |

BIDS TO BE RECEIVED:

None

PROPOSALS TO BE RECEIVED:

3/15/16 CON-M16-001 - Griffith Park Pony Ride Concession

QUALIFICATIONS TO BE RECEIVED:

3/22/16 Sewer Tie Construction, Retrofit, Maintenance, and/or Repairs