

APPROVED

March 05 2026

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-051

DATE March 05, 2026

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AS-NEEDED ENVIRONMENTAL HEALTH AND SAFETY SERVICES – AWARD OF CONTRACTS

B. Aguirre _____	C. Santo Domingo _____
B. Jones _____	C. Stoneham _____
M. Rudnick _____	*N. Williams <u>NDW</u>

General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the award and execution of the proposed services contracts between RAP and the following firms for as-needed Environmental Health and Safety Services (Contracts), in substantially the form attached to this Report as Attachment 1, for a term of three years and an aggregate amount not to exceed \$15,000,000 with no guaranteed expenditure, subject to approval of the City Attorney as to form;

Recommended Contractors:

- a) A-Tech Consulting, Inc.
1640 N. Batavia St.
Orange, CA 92867
 - b) Atlas Technical Consultants (CA), Inc.
12409 E. Slauson Ave., Unit 1
Whittier, CA, 90606
 - c) EFI Global, Inc.
317 South Isis Avenue, Suite 207
Inglewood, CA 90301
2. Find, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), that it is in the best interest of RAP to have pre-qualified contractors and that competitive bidding is not practicable or advantageous or compatible with RAP's interests in having available pre-qualified, as-needed contractors as it is necessary for RAP to be able to call on pre-qualified contractors to

BOARD REPORT

PG. 2 NO. 26-051

perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of availability of an as-needed, pre-qualified contractor to perform the work, the price to be charged and the unique expertise of the contractor;

3. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed environmental health and safety services;
4. Find, in accordance with Charter Section 375, that it is in the best interest of RAP to prequalify contractors to be eligible to bid on projects for as-needed environmental health and safety services in order to expedite the solicitation and award of such services for projects on an as-needed basis in light of the significant number of projects in need of such services which are anticipated for the foreseeable future;
5. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ, personnel with sufficient time or necessary expertise to undertake as-needed environmental health and safety services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with pre-qualified contractors to perform this work on an as-needed basis based on bids to be received from the prequalified contractors for each qualifying environmental health and safety services project;
6. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contracts to the City Attorney for review and approval as to form;
7. Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals; and,
8. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

RAP has an on-going need for as-needed environmental health and safety services. RAP currently has contracts in place for these services, but they are set to expire in April of 2026. Awarding contracts to the recommended pre-qualified contractors identified in this Report will support RAP staff's ability to provide additional resources to ensure environmental health and safety services as required to maintain and expand RAP's current park facility infrastructure and to meet federal, state and local regulations. It is critical that RAP has access to these services to maintain safe facilities throughout the City's vast park system.

BOARD REPORT

PG. 3 NO. 26-051

An Environmental Health and Safety Services Request for Qualifications (RFQ) was released on October 14, 2025. A Mandatory Pre-Qualification Meeting was conducted on November 4, 2025 and a Non-Mandatory Technical Review Meeting was conducted on November 18, 2025.

The scope of services of the Contracts will include, but not be limited to:

- Systematically studying, documenting, and implementing practical means to limit, mitigate, or remove sources of hazards, contamination, or nuisance to protect the environment and safety of employees and the public.
- Creating data to inform RAP of any physical, biological, or chemical hazards.
- Providing direction and procedures to comply with environmental regulations and reduce accidents and exposure to harmful situations and/or substances.
- Training of personnel in such activities as hazard awareness, accident prevention, accident response, emergency preparedness, and use of protective clothing and equipment.

On December 16, 2025, RAP received a Statement of Qualifications (SOQ) in response to this RFQ from each of the following 9 firms:

- 1) Andersen Integrated Services, Inc.
- 2) A-Tech Consulting, Inc.
- 3) Atlas Technical Consultants (CA), Inc.
- 4) Aurora Industrial Hygiene
- 5) EFI Global, Inc.
- 6) Forensic Analytical Consulting Services, Inc.
- 7) NV5, Inc.
- 8) Panacea, Inc.
- 9) Partner Assessment Corporation dba Partner Engineering and Science, Inc.

RAP staff evaluated each of the SOQs received for responsiveness, completeness, and thoroughness, per its usual process. Responses were evaluated with a two-level review to determine if each respondent met the minimum qualifications as stated in the RFQ document. The first level determined whether the respondent submitted a complete package and all required forms. The second level focused on the qualifications and quality of the information provided and whether the response submitted met the minimum qualifications as stated in the RFQ.

Responders were required to provide evidence of their qualifications and meet all of the minimum requirements related to work experience, professional licenses, a representative projects list and required project documentation, as well as a complete set of City mandated compliance documents.

BOARD REPORT

PG. 4 NO. 26-051

MINIMUM QUALIFICATIONS

Location: Firm must have an office located in Southern California (Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura counties).

Compliance History:

- Attest that, within the last 3 years, the firm and personnel have had no severe violations or citations from State of California, Division of Occupational Safety and Health (Cal/OSHA) or other regulatory agencies, especially those involving suspensions or revocations of professional licenses or registrations.
- All submitted qualifications and future work with the City must comply with federal, State, and local regulatory agencies (e.g., United States Environmental Protection Agency (EPA), Department of Transportation (DOT), United States Department of Housing and Urban Development (HUD), Cal/OSHA, California Department of Public Health (CDPH), California Integrated Waste Management Board (CIWMB) and its successor agency Cal Recycle, California Water Resources Control Board, Department of Toxic Substances Control (DTSC), South Coast Air Quality Management District (SCAQMD), American Conference of Governmental Industrial Hygienists (ACGIH), United States Occupational Safety and Health Administration (OSHA), National Institute for Occupational Safety and Health (NIOSH).

Current Licenses & Certifications:

- State of California, Division of Occupational Safety and Health (Cal/OSHA), Certified Asbestos Consultant (CAC)
- CDPH Lead Certified Inspector/Assessor and Project Designer or Project Monitor
- American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH)
- Board Certified Safety Professional
- Certified Mold Consultant from American Council for Accredited Certification (ACAC), the Institute of Inspection Cleaning and Restoration Certification (IICRC), or the International Association of Certified Indoor Air Consultants (IAC2) or an equivalent.

Experience: Firms must have been in business for at least 5 years performing hazardous materials analysis, surveying and monitoring services and/or industrial hygiene services and demonstrate the capacity to manage and perform any of the items contained in the aforementioned scope of services. Complete representative Project Qualification Submission Forms, as further detailed below, must have been submitted that clearly articulate the Respondent's understanding and history providing the aforementioned services.

Each firm was required to list projects for the following categories that were completed by the firm's Southern California office(s) within the last 10 years; preferably projects where municipal or governmental agencies were the primary clients. For projects performed for RAP, a maximum 3 projects per subject area were acceptable. Each qualifying Project Qualification Submission Forms must have included:

- Project title
- Description of services and deliverables
- Service period of the project

BOARD REPORT

PG. 5 NO. 26-051

- Client name
- Client's project manager's name, phone number, and email.

Representative Project Categories:

- **Lead/Asbestos Abatement:** 3 lead and/or asbestos abatement oversight and air monitoring projects.
- **Comprehensive Building Surveys:** 3 comprehensive building surveys for both asbestos and lead-containing projects.
- **Industrial Hygiene Surveys:** 1 industrial hygiene survey for noise, indoor air quality, or mold.
- **Health Risk Assessments/Investigations:** 1 health risk assessment, exposure assessment, or injury and incident investigation project.

Representative Project Reports:

- **Lead/Asbestos Abatement:** 1 clearly marked copy of a lead and/or asbestos abatement close-out report.
- **Comprehensive Building Surveys:** 1 clearly marked copy of a comprehensive building survey.
- **Industrial Hygiene Surveys:** 1 clearly marked copy of an industrial hygiene survey.
- **Health Risk Assessments/Investigations:** 1 clearly marked copy of a health risk assessment, exposure assessment, or injury and incident investigation.

All references provided were reviewed and verified by RAP staff for the accuracy, work completion, and customer satisfaction of the project(s) completed for that reference.

Additional RFQ Results

The following firms did not successfully complete the two-level review process. The reasons for the firms being deemed non-responsive are also noted. City requirements and practices allow departments to conditionally recommend contracts for certain informalities, however, these firms failed to submit a complete, responsive SOQ and those missing or incomplete documents cannot be submitted after the bid due date.

Firms Not Recommended:

- 1) Andersen Integrated Services, Inc. failed to submit Section H (E-Bidding Compliance Documents) of Attachment II. The following documents were required under the E-Bidding process and were not submitted: Americans with Disabilities Act Certification, Municipal Lobbying Ordinance disclosure (Form 50), Compliance with Child Support Obligations, Contractor Workforce Information, Contractor Responsibility Ordinance (CRO) Questionnaire, CRO Pledge of Compliance, Iran Contracting Act of 2010 Compliance Affidavit, and Nondiscrimination — Equal Employment Practices Certification.
- 2) Aurora Industrial Hygiene failed to submit Section H (E-Bidding Compliance Documents) of Attachment II. The following documents were required under the E-

BOARD REPORT

PG. 6 NO. 26-051

- Bidding process and were not submitted: Americans with Disabilities Act Certification, Municipal Lobbying Ordinance disclosure (Form 50), Compliance with Child Support Obligations, Contractor Workforce Information, Contractor Responsibility Ordinance (CRO) Questionnaire, CRO Pledge of Compliance, Iran Contracting Act of 2010 Compliance Affidavit, and Nondiscrimination — Equal Employment Practices Certification.
- 3) Forensic Analytical Consulting Services Inc. failed to complete Section A Non-Collusion Affidavit and Respondent's Signature Declaration and to Accompany Proposals/Bids/Submissions of Qualifications, Section B Disposition of Proposals/Bids/Submissions of Qualifications, Section C Child Care Policies, Section D Out-of-State Bidders certification, Section E Information Release Form.
 - 4) NV5, Inc. did not submit the following 2 reports, Industrial Hygiene Surveys Project and Health Risk Assessments/Investigations Project, as required in the RFQ.
 - 5) Panacea, Inc. did not attend the pre-requisite Mandatory Meeting.
 - 6) Partner Assessment Corporation dba Partner Engineering and Science, Inc. failed to submit Section H (E-Bidding Compliance Documents) of Attachment II. The following documents were required under the E-Bidding process and were not submitted: Americans with Disabilities Act Certification, Municipal Lobbying Ordinance disclosure (Form 50), Compliance with Child Support Obligations, Contractor Workforce Information, Contractor Responsibility Ordinance (CRO) Questionnaire, CRO Pledge of Compliance, Iran Contracting Act of 2010 Compliance Affidavit, and Nondiscrimination — Equal Employment Practices Certification.

Protest to SOQ Analysis and Determination

On December 22, 2025, Partner Assessment Corporation dba Partner Engineering and Science, Inc. was notified that its SOQ was deemed non-responsive for the reasons noted above. On January 7, 2026, this firm submitted a protest to this decision (Attachment 3). During the mandatory meeting held on November 4, 2025, RAP staff included a presentation on each of the requisite compliance documents, as listed in Attachment II of the RFQ, which includes a YouTube link that provides step-by-step instructions on completing E-Bidding. Attachment I of the RFQ also includes the following instructions:

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL ITEMS

The SOQ must include the following:

- **Respondent Contact Information and Signature Page in Attachment I**
- **General Documentation and Requirements for all Respondents in Attachment I**
- **All Qualification references as detailed in the Minimum Qualifications Section, submitted and covered by the Project Qualification Form(s) in Attachment I**
- **Attachment II Compliance Documents (all forms signed, notarized as required, and submitted)**
- **All online documentation, including ebidding on RAMP, EBO/FSHO and DISCLOSURE ORDINANCE must be completed**
- **Additional information as detailed in the body of the Introduction Section (if any)**

BOARD REPORT

PG. 7 NO. 26-051

RAP staff therefore recommends the Board deny this protest based on the forms not being completed per the stated instructions.

FISCAL IMPACT

The award and execution of the as-needed Contracts has no immediate impact on RAP's General Fund as funding will be identified on a per project basis. General Fund, Special Fund, and Grant Funds may be used to carry out projects under the Contracts.

This Report was prepared by Harold Arrivillaga, Management Analyst I, Finance Division.

LIST OF ATTACHMENTS

- 1) Form for Proposed Contract
- 2) RFQ Released on October 14, 2025
- 3) Partner Assessment Corporation dba Partner Engineering and Science, Inc. letter of "PROTEST of Non-Responsive Decision Regarding Statement of Qualification for Environmental Health and Safety Services" dated January 7, 2026

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

TBD

FOR ENVIRONMENTAL HEALTH AND SAFETY SERVICES

This CONTRACT (“Contract” or “Agreement”) is made and entered into this ____ day of _____ 2026, by and between the City of Los Angeles, (herein referred to as "CITY"), a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and **TBD**, hereinafter referred to as CONTRACTOR. CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the CITY and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform as-needed environmental health and safety services in the CITY; and

WHEREAS, a Request for Qualifications (RFQ) for such services was released on October 14, 2025, and 9 responses to the RFQ were received on December 16, 2025; and

WHEREAS, CONTRACTOR’s response met the minimum qualification requirements for the provision of as-needed environmental health and safety services as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP shall solicit bids on projects for environmental health and safety services on an as-needed basis (each a “Project”), and CONTRACTOR, as a pre-qualified contractor selected through the RFQ, shall be invited to bid on each such Project, and if CONTRACTOR is awarded any such Project, CONTRACTOR has indicated its willingness to provide the necessary services for the Project upon the terms and conditions set forth in

(1) this Agreement, (2) the RFQ and CONTRACTOR's response to the RFQ ("RFQ Documents"), and (3) the bid notice/documents for the applicable Project and CONTRACTOR's response thereto ("Bid Documents"); and

WHEREAS, RAP, pursuant to Charter Sections 371(e)(2) and 375, finds that it is in its best interest to have pre-qualified contractors and that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on qualified contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed pre-qualified contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the City Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed environmental health and safety services; and

WHEREAS, RAP, pursuant to Charter Sections 372 and 375, and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this Agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services; and

WHEREAS, RAP, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract.

NOW, THEREFORE, the Parties, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

CITY - The City of Los Angeles Department of Recreation and Parks, a municipal corporation, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTOR – TBD, having its principal office at TBD

1.2 Representatives

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

CITY's representative will be:

Jimmy Kim, General Manager
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Lisa Walldez, Environmental Specialist
Department of Recreation and Parks
221 N Figueroa St., Suite 400
Los Angeles, California 90012

Telephone Number: (213) 202-2667
Fax Number: (213) 202-2611
Email: lisa.walldez@lacity.org

CONTRACTOR's representative will be:

Representative
Company Name
Street
City, State Zip Code

Telephone Number:
Email:

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five working days of the change.

SECTION 2 - TERM OF CONTRACT

The term of this Contract shall be for no more than three years from the date of execution of this Contract by the CITY, subject however to earlier termination by RAP as provided in Appendix A – The Standard Provisions for CITY Contracts (1/25) [v.2] (or most recent).

SECTION 3 - SERVICES TO BE PERFORMED BY CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include but not be limited to the California “Green Book” Building Codes, Universal Building and Electrical Codes, Los Angeles City Building and Electrical Codes.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. Any work awarded under this Contract shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or RAP employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to RAP’s Project Manager at all times during normal working hours. Avoiding contact with the Project Manager may result in suspension of work awarded under this Contract without extension of any such work.
- D. CONTRACTOR’s working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their

original condition to the satisfaction of the Project Manager at CONTRACTOR's expense. For each Project awarded to CONTRACTOR, CONTRACTOR will have read, understood, and agrees to comply with and enforce RAP's Tree Protection Policy and Tree Protection Specifications ("Tree Policy") in its entirety and shall be knowledgeable of all terms and conditions set forth therein. Any failure by the CONTRACTOR to adhere to the requirements specified within the Tree Policy will result in the suspension of all work awarded under this Contract without extension of any such work, all at CONTRACTOR's expense. In addition, CONTRACTOR shall be responsible for payment for or replacement of any trees damaged through non-compliance with the Tree Policy. Should there be any doubts or uncertainties regarding the Tree Policy, CONTRACTOR agrees to inform RAP's Project Manager and RAP's Forestry Division office at (213) 485-4826 or contact them by email at Forestry.JobOrder@LAcity.org prior to performing any work on a Project.

- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be 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 under this Contract.
- I. CONTRACTOR shall notify RAP's Project Manager at least twenty-four (24) hours prior to starting the work under this Contract.
- J. If CONTRACTOR, after having officially started any project under this Contract, should discontinue work for any cause, CONTRACTOR shall notify RAP's Project Manager of intent to do so, and shall further notify the Project Manager of the date of re-starting operations.
- K. All work awarded under this Contract shall be completed to the satisfaction of RAP's Project Manager. Work will be considered complete only when signed

off by RAP's Project Manager. Work shall be performed to the specifications as determined by the CITY.

- L. Failure to comply with any requirement contained herein may result in suspension of project work awarded under this Contract without extension.
- M. RAP's Project Manager must approve any request for sub-contracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks for all project work awarded under this Contract.
- O. CONTRACTOR shall comply with all provisions set forth in the RFQ which identifies obligations, legal or otherwise, for which the selected contractor(s) under the RFQ must comply, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages, including any prevailing wage requirements.
- P. For each Project awarded under this Contract, the Bid Documents for such Project as well as the Notice to Proceed for such Project shall be fully incorporated into and made a part of this Agreement, and CONTRACTOR shall comply with all provisions and requirements and fully perform each and all of the provisions of this Agreement, the RFQ Documents, the Bid Documents, and the Notice to Proceed which are required of it to be performed.
- Q. CONTRACTOR represents and warrants that any bids submitted by CONTRACTOR in response to any task order or solicitation for any Project to be awarded under this Contract is not sham or collusive; that all statements of fact therein are true; and that such bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation other than CONTRACTOR. CONTRACTOR agrees that the representations made by it in the Non-Collusion Affidavit submitted by CONTRACTOR as part of the RFQ Documents shall apply in full force and effect to each bid submitted by CONTRACTOR for any Project to be awarded under this Contract, and that if RAP determines CONTRACTOR violated any of its representations made under this provision or such Non-Collusion Affidavit, CONTRACTOR may be excluded from bidding on any subsequent task order or project solicitation in connection with this Contract.
- R. CONTRACTOR's obligations under this Agreement are subject to any applicable provisions of California Civil Code section 2782.8.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

- A. Pursuant to CONTRACTOR's qualification under this RFQ, CONTRACTOR is qualified to provide services under this Contract as follows:

The systematic study, documentation, and implementation of practical means to limit, mitigate, or remove sources of hazards, contamination, or nuisance to protect the environment and safety of employees and the public. These services involve the creation of data to inform RAP of any physical, biological, or chemical hazards, and well as providing direction and procedures to comply with environmental regulations and reduce accidents and exposure to harmful situations and/or substances. Furthermore, these services include training of personnel in such activities as hazard awareness, accident prevention, accident response, emergency preparedness, and use of protective clothing and equipment.

CONTRACTOR will be responsible for providing all necessary labor, supervision, technicians, tools, equipment, materials, documentation, reports, insurance, permits, and any other work-related items required to perform the service/s. These services are anticipated to include, but are not limited to, the following:

1. Hazardous Materials Analysis, Surveying and Monitoring Services:

- Assist in the oversight and review of remedial construction activities to ensure regulatory compliance;
- Assist in development of scope of construction for remedial action plans;
- Support RAP interface with regulatory oversight agencies;
- Limited and comprehensive site surveillances, building inspections, and assessments for asbestos and lead containing materials and other hazardous materials;
- Asbestos and lead abatement project design and oversight including air monitoring and clearance testing;
- Post-abatement inspections and monitoring;
- Developing Procedure 5 plans and other hazardous materials emergency response measures;
- Sample collection, laboratory analysis, and data interpretation;
- Preparing operation and maintenance programs/plans and hazard evaluations;
- Air monitoring services for area and personal samples; and
- Preparing and submitting documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

2. Industrial Hygiene Services:

- Personal Protective Equipment (PPE) hazard assessments;
- Injury and incident investigations;
- Accident reduction programs;
- Worker safety trainings;
- Limited and comprehensive safety or compliance audits;
- Worker exposure and hazard evaluations;
- Sample collection, laboratory analysis, and data interpretation;
- Industrial hygiene surveys for physical, biological, or chemical hazards;
- Indoor air quality assessments;
- Oversight, clearance sampling, and air monitoring for mold abatement;
- Air monitoring services for area and personal samples;
- Positive and negative exposure assessments;
- Health risk assessments; and
- Clearance monitoring and sampling; Hazard communication programs preparation; and preparation and submission of documentation such as reports, audits, surveys, technical memorandums, environmental studies, feasibility studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, and close out reports.

SECTION 4 - SERVICES TO BE PROVIDED BY CITY

- 4.1 CITY personnel will work cooperatively with CONTRACTOR to ensure timely approvals of all items required under this Contract.
- 4.2 CITY will promptly act, review, and make decisions as necessary to permit the orderly progress of CONTRACTOR's work under this Contract.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site for each project awarded under this Contract.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Construction and Maintenance Supervisor or his/her designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by CITY until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three or more such notices, CITY may terminate this Contract as described in PSC-9 Termination, of the Standard Provisions for City Contracts (1/25) [v.2] (or most recent), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project awarded under this Contract. The maximum compensation in the aggregate to be awarded under this Contract will not exceed \$15,000,000.00 on an as-needed basis. CITY in entering in this Contract guarantees no minimum amount of compensation. CITY staff will monitor this not-to-exceed maximum aggregate total. CITY HAS NOT MADE AN APPROPRIATION OF FUNDS FOR THE MAXIMUM AGGREGATE COMPENSATION AMOUNT STATED HEREIN AND SHALL MAKE AN APPROPRIATION OF FUNDS AS NECESSARY FOR EACH INDIVIDUAL PROJECT AWARDED TO CONTRACTOR UNDER THIS CONTRACT, IF ANY.

6.2 CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR. CONTRACTOR must provide a report for each service line item that is awarded to CONTRACTOR. These reports should reflect all pertinent information as it relates to the services performed. The report should have CONTRACTOR's business name, address, contract number and contact phone, email and location where the service was performed. No payments shall be made by CITY accounting staff without an authorized signature from CITY Staff.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of a project by submitting two copies of the invoice which details the work performed in accordance with the original scope of work for the project and any approved change orders within 30 days of completion of service.

CONTRACTOR shall submit invoices to:

Lisa Walldez, Environmental Specialist
Department of Recreation and Parks
221 N Figueroa St., Suite 400
Los Angeles, California 90012

Telephone Number: (213) 202-2667
Email: lisa.walldez@lacity.org

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Staff may request evidence that the task has been completed, in the form of a report, brochure or photographs, which shall

be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request changes to the content and format of the invoice and supporting documentation at any time. CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation—including, but not limited to, proof of payments for services rendered—that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - NON-EXCLUSIVITY

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

SECTION 8 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have begun performance of services required hereunder prior to the execution of this Contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this Contract, and CONTRACTOR's performance of such service.

Section 9 - LIQUIDATED DAMAGES

9.1 Time is often of the essence in the performance of work for each Project. CITY relies upon CONTRACTORS to complete work according to the timeline provided in the Bid Documents and it would be extremely burdensome for the parties to ascertain the actual damages incurred by CITY and the general public from late performance by CONTRACTOR. Therefore, if CITY determines that CONTRACTOR in performing services pursuant to Bid Documents, fails to perform by the timeline as set forth in the Bid Documents, CONTRACTOR may be required to pay liquidated damages, at a rate as set forth in the Bid Documents, based on the CONTRACTOR's late performance.

9.2 Late performance is considered to be a failure to complete the applicable Project

according to the timeline specified in the Bid Documents for the Project.

- 9.3 RAP shall assess the number of extra days CITY will give CONTRACTOR due to rain days or city holidays.
- 9.4 The Parties, therefore, agree that liquidated damages for late performance of work on a Project, will be assessed against CONTRACTOR at the rate set forth in the applicable Bid Documents for the Project.

SECTION 10 - INCORPORATION OF DOCUMENTS

This Contract and exhibits 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:

- Appendix A. Standard Provisions for City Contracts (1/25) [v.2]
- Appendix B. Form 146 Insurance Requirements
- Appendix C. RFQ and Compliance Documents on file in Board Office as submitted by Responder

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

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 signing below, the signatory attests that they have
no personal, financial, beneficial, or familial interest in
this Contract.

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

TBD

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____

Hydee Feldstein Soto, City Attorney

By _____
Brendan Kearns, Deputy City Attorney

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	2
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor’s Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

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 (WC) and Employer's Liability (EL)

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

Statutor

✓

EL

General Liability

Products/Completed Operations

Fire Legal Liability _____

Sexual Misconduct _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

**City of Los Angeles
Department of Recreation and Parks**



**Figueroa Plaza
221 North Figueroa St., Suite
300 Los Angeles, CA 90012**

**REQUEST FOR
QUALIFICATIONS**

**ENVIRONMENTAL HEALTH AND
SAFETY SERVICES**

RFQ Release Date:

October 14, 2025

Mandatory Pre-Submission Meeting:

November 4, 2025

Submission Deadline:

December 16, 2025

Table of Contents
City of Los Angeles
Request for Qualifications
ENVIRONMENTAL HEALTH AND SAFETY SERVICES

TABLE OF CONTENTS

- I. Introduction
- II. Organizational Background
- III. Scope of Services
- IV. Minimum Qualifications
- V. Evaluation, Selection and Award of Work

ATTACHMENTS

Attachment I – Instructions to all Respondents

Attachment II – Compliance Documents

Attachment III – Standard Provisions for all City Contracts (Rev. 1/25) [v.2]

Attachment IV – Sample Agreement between RAP and Contractor

I. INTRODUCTION

Firms interested in providing Environmental Health and Safety Services are invited to submit a Statement of Qualifications (SOQ) to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). With the over 450 parks under the jurisdiction of RAP, services contracts for environmental health and safety services are critical to responding to various workplace and environmental hazards, and providing industrial hygiene services for building or worker hazards at our current park facility infrastructures. RAP requires these services because current staffing can only provide these on a limited basis. These contracts will provide RAP with additional resources to perform Environmental Health and Safety services to help supplement current City of Los Angeles forces. In addition, these contracts will provide RAP's Planning, Construction and Maintenance Branch with a means to meet current and future Environmental Health and Safety projects.

The purpose of this RFQ is to pre-select a qualified bench of vendors for Environmental Health & Safety Services. This RFQ is the first of a two-phase procurement process, the second phase being the bid and award of as-needed individual projects and issuance of notices to proceed (NTP) on those projects. Firms pre-qualified under this RFQ will be awarded a pre-qualified contract for a **term of three (3) years** and an aggregate amount of **Fifteen Million Dollars (\$15,000,000)** with no guaranteed expenditure. All pre-qualified contractors awarded a contract will compete for projects issued by RAP

on an as-needed basis. In order to continue to provide services and to maintain facilities and amenities at a high level of safety and in compliance with applicable laws and regulations, RAP will evaluate SOQs based on the criteria identified herein. Respondents deemed both responsive and qualified will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award.

The SOQ, including accompanying Project Submission Forms, should clearly articulate a Respondent's work experience delivering the above and similar services.

II. ORGANIZATIONAL BACKGROUND

RAP provides stewardship to more than 16,000 acres of land, and offers extensive recreational, social and cultural programs at over 450 parks located across the City of Los Angeles. RAP maintains and operates a vast recreational infrastructure including hundreds of athletic fields, children's playgrounds, basketball and tennis courts, community and recreation centers, aquatics facilities, senior centers, skate parks, golf courses, museums, dog parks and many other community assets. RAP has a diverse program of festivals and events including but not limited to the Summer Concert Series in Pershing Square, the Lotus Festival, and Summer Light the Nights programs, as well as providing the facilities for various sports leagues. RAP is proud to be one of the City's most comprehensive social service providers, offering an array of diverse, interesting and enriching recreational, educational, and cultural programs that serve youth, adults and seniors.

III. SCOPE OF SERVICES

On an as-needed basis as may be requested by RAP, the Contractor shall perform **Environmental Health & Safety Services**, as further described, but not limited to:

The systematic process that studies, documents, and implements practical means to limit, mitigate, or remove sources of hazards, contamination, or nuisance to protect the environment and safety of employees and the public. It involves the effort and creation of data to inform RAP of any physical, biological, or chemical hazards. Provide direction and procedures to comply with environmental regulations and reduce accidents and exposure to harmful situations and/or substances. Furthermore, it includes training of personnel in such activities as hazard awareness, accident prevention, accident response, emergency preparedness, and use of protective clothing and equipment.

1. Hazardous Materials Analysis, Surveying and Monitoring Services may include, but is not limited to:

- Assist in the oversight and review of remedial construction activities to ensure regulatory compliance;
- Assist in development of scope of construction for remedial action plans;
- Support RAP interface with regulatory oversight agencies;
- Limited and comprehensive site surveillances, building inspections, and assessments for asbestos and lead containing materials and other hazardous materials;
- Asbestos and lead abatement project design and oversight including air monitoring and clearance testing;
- Post-abatement inspections and monitoring;
- Developing Procedure 5 plans and other hazardous materials emergency response measures;
- Sample collection, laboratory analysis, and data interpretation;
- Preparing operation and maintenance programs/plans and hazard evaluations;

- Air monitoring services for area and personal samples;
- Preparing and submitting documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

2. Industrial Hygiene Services may include, but is not limited to:

- Personal Protective Equipment (PPE) hazard assessments;
- Injury and incident investigations;
- Accident reduction programs;
- Worker safety trainings;
- Limited and comprehensive safety or compliance audits;
- Worker exposure and hazard evaluations;
- Sample collection, laboratory analysis, and data interpretation;
- Industrial hygiene surveys for physical, biological, or chemical hazards;
- Indoor air quality assessments;
- Oversight, clearance sampling, and air monitoring for mold abatement;
- Air monitoring services for area and personal samples;
- Positive and negative exposure assessments;
- Health risk assessments;
- Clearance monitoring and sampling; Hazard communication programs preparation; and preparation and submission of documentation such as reports, audits, surveys, technical memorandums, environmental studies, feasibility studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, and close out reports.

IV. MINIMUM QUALIFICATIONS

To qualify for a contract with RAP, the Respondent must meet these basic requirements:

Location: Firm must have office located in Southern California (Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura counties).

Compliance History:

- Attest that, within the last 3 years, the firm and personnel have had no severe violations or citations from Cal/OSHA or other regulatory agencies, especially those involving suspensions or revocations of professional licenses or registrations.
- All submitted qualifications and future work with the City must comply with federal, State, and local regulatory agencies (e.g., EPA, DOT, HUD, Cal/OSHA, CDPH, CIWMB, California Water Resources Control Board, DTSC, SCAQMD, ACGIH, OSHA, NIOSH).

Current Licenses & Certifications:

- State of California, Division of Occupational Safety and Health, Certified Asbestos Consultant (CAC)
- State of California, Department of Health Services Lead Certified Inspector/Assessor and Project Designer or Project Monitor

- American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH);
- Board Certified Safety Professional
- Certified Mold Consultant from American Council for Accredited Certification (ACAC), the Institute of Inspection Cleaning and Restoration Certification (IICRC), or the International Association of Certified Indoor Air Consultants (IAC2) or an equivalent.

Experience: Firm must have been in business for at least 5 years performing hazardous materials analysis, surveying and monitoring services and/or industrial hygiene services and demonstrate the capacity to manage and perform any of the items contained in the aforementioned scope of services. Complete representative Project Qualification Submission Forms, as further detailed below, must be submitted that clearly articulate the Respondent's understanding and history providing the aforementioned services.

List projects for the following categories that were completed by your Southern California office(s) within the last ten (10) years; preferably include projects where municipal or governmental agencies were the primary clients. For projects performed for RAP, limit submissions to three (3) projects per subject area. Each qualifying Project Qualification Submission Forms must include:

- Project title
- Description of services and deliverables
- Service period of the project
- Client name
- Client's project manager's name, phone number, and email.
 - **Important:** We will contact your provided project references, and their feedback will be a key part of our qualification process.

Representative Project Categories:

- Lead/Asbestos Abatement:** Three (3) lead and/or asbestos abatement oversight and air monitoring projects.
- Comprehensive Building Surveys:** Three (3) comprehensive building surveys for both asbestos and lead-containing projects.
- Industrial Hygiene Surveys:** One (1) industrial hygiene survey for noise, indoor air quality, or mold.
- Health Risk Assessments/Investigations:** One (1) health risk assessment, exposure assessment, or injury and incident investigation project.

Representative Project Reports:

- **Lead/Asbestos Abatement:** One (1) clearly marked copy of a lead and/or asbestos abatement close-out report.
- **Comprehensive Building Surveys:** One (1) clearly marked copy of a comprehensive building survey.
- **Industrial Hygiene Surveys:** One (1) clearly marked copy of an industrial hygiene survey.
- **Health Risk Assessments/Investigations:** One (1) clearly marked copy of a health risk assessment, exposure assessment, or injury and incident investigation.

V. EVALUATION, SELECTION, AND AWARD OF WORK

RAP will evaluate the SOQs received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services described herein. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list of pre-qualified contractors. Contracts will be awarded based on the completeness of the SOQ. If acceptable proof of qualifications is not provided, the SOQ will be considered non-responsive.

Evaluation of SOQs will begin with a Level I review which will focus on whether the Respondent submitted a completed package as required. All required forms will be reviewed for context and required signatures. If Respondent did not provide a completed SOQ, they may be deemed non-responsive and may not proceed to a Level II review.

A Level II review will focus on the actual qualifications provided by the Respondent on the required minimum work experiences, membership of professional organization, and the presentation of the minimum projects performed as required in this RFQ. All representative projects submitted will be reviewed and all references may be contacted to verify accuracy of information provided by the Respondent. If Respondent passes both the Level I and Level II review, the Respondent may be recommended to the Board for an award of contract.

Following the execution of contracts with selected pre-qualified Respondents, RAP will solicit proposals from all pre-qualified Respondents for specific projects, tasks and/or services. One pre-qualified firm will then be selected to perform the specific project, task, and/or service based on the pre-qualified Respondent's approach to work, comparable experience, bid amount, and/or other criteria that may be established by RAP upon solicitation of specific services.

The City reserves the right to add contractors during the term of any contract/s awarded as a result of this RFQ process.

Attachment I

Instructions to All Respondents

City of Los Angeles
Request for Qualifications
TABLE OF CONTENTS

LICENSE REQUIREMENTS / IMPORTANT DATES3

GENERAL DOCUMENTATION AND REQUIREMENTS FOR ALL RESPONDENTS:4

RAP CONTACT FOR INFORMATION AND ASSISTANCE5

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL ITEMS6

USE OF CITY-ISSUED FORMS6

SIGNATORIES AND SIGNATURE BLOCKS6

LOS ANGELES REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP), MANDATORY DOCUMENTS TO BE COMPLETED ONLINE (EBO WITH FSHO AFFIDAVIT & DO/DBWCO - *DISPLAYED ON RAMP AS DISCLOSURE ORDINANCE*):7

LICENSE INFORMATION8

REJECTION OF RESPONSES.....8

EXPEDITED AWARD AND EXECUTION OF CONTRACT9

PROTEST PROCEDURES.....9

OFFICE OF CONTRACT COMPLIANCE FORMS.....10

CONTRACTOR PARTICIPATION11

COMMENCEMENT AND COMPLETION OF WORK.....11

SAFETY ORDERS.....11

CALIFORNIA STATE BILL (SB) 854 (IF APPLICABLE).....11

PREVAILING WAGES11

LIVING WAGE ORDINANCE/SERVICE CONTRACTOR WORKER RETENTION ORDINANCE.....12

LOCAL BUSINESS PREFERENCE PROGRAM12

EXECUTIVE DIRECTIVE 35.....12

SECURITY GUARD SERVICES13

INSURANCE REQUIREMENTS13

TAXES13

STANDARD PROVISIONS FOR CITY CONTRACTS14

PUBLIC RECORDS ACT14

QUALIFICATIONS ARE REQUESTED FOR
ENVIRONMENTAL HEALTH AND SAFETY SERVICES

LICENSE REQUIREMENTS / IMPORTANT DATES

Minimum License / Professional Requirements: Responders must provide a copy, in PDF, of the following:

- State of California, Division of Occupational Safety and Health, Certified Asbestos Consultant (CAC)
- State of California, Department of Health Services Lead Certified Inspector/Assessor and Project Designer or Project Monitor
- American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH);
- Board Certified Safety Professional
- Certified Mold Consultant from American Council for Accredited Certification (ACAC), the Institute of Inspection Cleaning and Restoration Certification (IICRC), or the International Association of Certified Indoor Air Consultants (IAC2) or an equivalent.

Years in Business: All respondents must have a minimum of five (5) years performing hazardous materials analysis, surveying and monitoring services and/or industrial hygiene services and demonstrate the capacity to manage and perform any of the items contained in the aforementioned scope of services.

MANDATORY PRE-QUALIFICATION MEETING:

A **Mandatory** pre-qualification meeting will be conducted at **2:00 p.m. on November 4, 2025** via zoom at the following link:

<https://us02web.zoom.us/j/9586218654>

Or telephonically at +1 (669) 900-6833

NON-MANDATORY PRE-QUALIFICATION MEETING:

A **Non-mandatory** Technical Review meeting will be conducted at **11:00 a.m. on November 18, 2025** via zoom at the following link:

<https://us02web.zoom.us/j/9586218654>

Or telephonically at +1 (669) 900-6833

DEADLINE AND DELIVERY INFORMATION:

Responses must be received no later than **2:00 P.M. on December 16, 2025**

No hard copy, hand delivery, or links to file sharing services will be accepted - Files in PDF format, unless otherwise specified, must be uploaded onto RAP's Dropbox folder or emailed the inbox below.

The preferred method of submission is for responses to be submitted via Dropbox.

<https://www.dropbox.com/request/TMlgi6yhNqcuHpg8FUib>

For submissions using only Dropbox, the maximum file size is 2 GB. Please indicated your company name in the title of the filename of your submission.

Responses may also be received by the deadline stated above delivered via email to: rap.commissioners@lacity.org

Each submission file must be 20 megabytes (MB) or smaller or broken up into multiple files not to exceed 20MB each. The response must have in its subject line the solicitation to which the submission is in response. If more than one file is sent in response, each email must be noted as part number of a series of how many in number total included in the subject line with the response title for the solicitation (for example Part 1 of X).

Responses must be submitted via email as outlined above, clearly marked as follows:

- ENVIRONMENTAL HEALTH AND SAFETY SERVICES – RESPONSE ENCLOSED
- Name and Address of Firm

RESPONSES OPENING:

Those wishing to observe the response opening may do so by joining the meeting using the following information:

Please use this link to join the meeting:

<https://us02web.zoom.us/j/89818246388>

or telephone call +16699006833

GENERAL DOCUMENTATION AND REQUIREMENTS FOR ALL RESPONDENTS:

A. Introductory/Cover Letter (Maximum Length: Three (3) Pages)

- 1) Please provide a brief cover letter of no more than three (3) pages that should include a statement of your firm's history and general background information related to its experience conducting the range of environmental health and safety services for both of the two qualifiers in this RFQ, including the organizational approach and other resources used in the performance of the proposed contract work.
- 2) Include your firm's number of years in business, the locations and sizes of the corporate headquarters and branch offices and which office(s) will have the primary responsibility for providing client services, as well as identifying the name and phone number of the principal office manager(s). 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.

B. Professional Experience and Qualifications

- 1) 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.
- 2) 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).
- 3) 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 / licenses / degrees must be provided as part of this RFQ and attached to Qualification Submission Form for the specific corresponding applicable discipline. . One copy of each applicable certificate will suffice.

C. Compliance Documents and Business Identification Forms:

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply.

New forms and new compliance documents must be completed, submitted with the response to this opportunity, and processed.

D. Performance Bond

Respondents MUST have the ability to secure a Performance Bond for a minimum of Five Hundred Thousand Dollars (\$500,000.00). Please note that some City projects may require a higher bonding level. Such determination is on a case-by-case basis.

If a Performance Bond is required, full details of how and when to submit will be incorporated into the task order solicitation.

E. Relevant Project Experience

All project-related qualifications MUST be provided on Project Qualification Submission Form attached to this RFQ. Print out additional Forms as necessary. Respondents must meet the minimum requirements in order to be qualified.

F. Accessibility Requirements

In order to improve accessibility of existing technology, and therefore increase the successful employment of individuals with disabilities, particularly blind and visually impaired and deaf and hard-of-hearing persons, please ensure that your programs comply with the accessibility requirements of Section 508 of the federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations, and the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA.

RAP CONTACT FOR INFORMATION AND ASSISTANCE

Questions, requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing **via email only**, with the subject line **ENVIRONMENTAL HEALTH AND SAFETY RFQ – QUESTIONS**, to RAP Contracts:

E-mail: rap-contracts@lacity.org

Responses to questions may be posted to this opportunity on RAMP. It is recommended that questions be submitted as soon as possible in order to provide the Department sufficient time to post written responses prior to the deadline to submit a response. Questions will be deemed late and may not be answered after **3:00 p.m., on December 5, 2025.**

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL ITEMS

The SOQ must include the following:

- **Respondent Contact Information and Signature Page in Attachment I**
- **General Documentation and Requirements for all Respondents in Attachment I**
- **All Qualification references as detailed in the Minimum Qualifications Section, submitted and covered by the Project Qualification Form(s) in Attachment I**
- **Attachment II Compliance Documents (all forms signed, notarized as required, and submitted)**
- **All online documentation, including e bidding on RAMP, EBO/FSHO and DISCLOSURE ORDINANCE must be completed**
- **Additional information as detailed in the body of the Introduction Section (if any)**

Failure to submit a complete original response as required may result in your SOQ 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 bid 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 **non-LLC** Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- **Two (2) signatures: One (1) President or Chief Executive Officer and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer. OR**

- 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.
- **Please note that for an LLC, you must provide signatures for all managing members of the LLC and the correct corporate title must be used in the signature block for each member.**

**LOS ANGELES REGIONAL ALLIANCE MARKETPLACE FOR PROCUREMENT (RAMP),
MANDATORY DOCUMENTS TO BE COMPLETED ONLINE (EBO with FSHO AFFIDAVIT &
DO/DBWCO - displayed on RAMP as DISCLOSURE ORDINANCE):**

EQUAL BENEFITS ORDINANCE AND FIRST SOURCE HIRING ORDINANCE FORMS

Bidders/Proposers/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 10.8.2.1, Equal Benefits Ordinance (EBO) AND First Source Hiring Ordinance (FSHO).

All Bidders/Proposers/Respondents shall complete and electronically sign the EBO and FSHO Affidavit (two [2] pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at **rampla.org** prior to award of a City contract, the value of which exceeds One Thousand Dollars (\$1,000.00). The EBO and FSHO Affidavit shall be effective for a period of thirty-six (36) months from the date it is first verified completed on the City's RAMP. Bidders/Proposers/Respondents do not need to submit supporting documentation with their bids, proposals or responses. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO and FSHO Benefits Ordinance Affidavit.

Please refer to the Equal Benefits Ordinance and First Source Hiring Ordinance for information regarding the City's requirements. Bidders/Proposers/Bidders 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>.

SLAVERY DISCLOSURE ORDINANCE / BORDER WALL DISCLOSURE ORDINANCE (DISCLOSURE ORDINANCE)

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

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

Disclosure of Border Wall Contracting Ordinance (DBWCO)

The DBWCO requires that City Contractors disclose all contracts, bids or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or

other barrier along the border between the United States and Mexico. For more details, see the link below: <https://bca.lacity.org/Disclosure-of-Border-Wall-Contracting-Ordinance>

Slavery Disclosure Ordinance (SDO)

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

All Bidders/Proposers/Respondents shall electronically sign and complete the Slavery/Border Wall Disclosure Ordinance Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at <http://rampla.org>.

LICENSE INFORMATION

Respondent shall provide on Respondent Contact Information and Signature page 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, and / or all required certificates as required under the minimum qualifications section.

Respondent shall provide a copy of all licenses and or certificates and or proof of degrees requested in each designated service category attached to a printed Qualification Submission Page in the designated service category being responded to.

REJECTION OF 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. 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, an email 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
rap.commissioners@lacity.org

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.

EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to 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.
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.

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 must be received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via email to:

Board of Recreation and Park Commissioners
Attention: Board Secretary

rap.commissioners@lacity.org

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.

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 Bidder. 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:

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

A Prime Contractor shall perform 100% of the total project awarded with its own organization unless otherwise authorized by the Contract Administrator. Subcontracting may be allowed on a case-by-case basis.

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 RFB 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.

CALIFORNIA STATE BILL (SB) 854 (If Applicable)

SB 854 took effect in the beginning 2015. All Respondents/Bidders responding to this RFB, RFP, RFQ must be in compliance with SB 854. Among other requirements of this law, all Respondents/Bidders, Contractors and Sub-contractors bidding on public works projects must be registered with the State of California and pay the required annual fee to the Department of Industrial Relations (DIR). All Respondents/Bidders, Contractors and Sub-contractors must be in compliance with SB 854 and remain current during the terms of the awarded pre-qualified contract. If awarded Contractor and/or Sub-contractor does not remain current with SB 854, their contract with the City of Los Angeles is subject to cancellation. More information on SB 854 can be found at the following website: <http://www.dir.ca.gov/public-works/PublicWorksSB854FAQ.html>.

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 the projects awarded in connection thereto 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.

LIVING WAGE ORDINANCE/SERVICE CONTRACTOR 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 Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to the [Living Wage Ordinance](#) and [Service Contractor Worker Retention Ordinance](#) for further information regarding the City's requirements.

Bidders/Proposers who believe that they meet the qualifications for one (1) of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at <http://bca.lacity.org/index.cfm>. The List of Statutory Exemptions is included in the Attachment/Appendix. (LWO/SCWRO RFB/RFP/RFQ Language, Rev. 08/12).

LOCAL BUSINESS PREFERENCE PROGRAM

The City of Los Angeles enacted an ordinance on August 7, 2021, to boost local business participation in City contracting and increase employment opportunities for transitional workers. Under the ordinance, businesses located in Los Angeles County may be eligible for a contracting preference for being a local business and/or a local small business. Businesses certified as a Local Business Enterprise will receive an eight (8) percent preference. Those also certified as Local Small Business will receive an additional two (2) percent preference. More information about this program can be found at: <https://bca.lacity.org/certification>

EXECUTIVE DIRECTIVE 35

Respondents are advised, pursuant to Executive Directive 35, if a bidder is selected and awarded a contract, and if the contractor is a for-profit company or corporation, the contractor shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: contractor's and any subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("contractor/subcontractor Information"). On an annual basis, the contractor

shall further request that any subcontractor input or update its business profile, including the contractor/subcontractor information, on RAMP or via another method prescribed by City.

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 Bids 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 I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

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.

INSURANCE REQUIREMENTS

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, and must be maintained throughout the contract term. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing KwikComply at <https://kwikcomply.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.

TAXES

Contractor shall cooperate with the City, State, and Federal Government in all matters relating to taxation and the collection and or payment thereof.

STANDARD PROVISIONS FOR CITY CONTRACTS

By submitting a response to this RFQ, Respondents acknowledge and agree that the Standard Provisions for City Contracts (Rev. 1/25)[v.2] which is attached as Section III to this RFB/RFQ/RFP shall be incorporated into the contract awarded as part of this RFB/RFQ/RFP.

PUBLIC RECORDS ACT

All proposals submitted in response to this RFQ shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 7920 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under the CPRA. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific. In addition to the requested proposal copies listed in Section C.I., all proposers must supply one complete duplicate copy of its proposal, in Portable Document Format (PDF), with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA. Any proposer claiming such exemption must also state in the proposal the following: "The proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor."

RESPONDENT CONTACT INFORMATION AND SIGNATURE

LEGAL NAME OF BUSINESS

As Registered with the California Secretary of State (<https://bizfileonline.sos.ca.gov/search/business>)

ADDRESS

STREET

TELEPHONE NUMBER

EMAIL ADDRESS(ES)

By signing below, we attest that, within the last 3 years, the firm and personnel have had no severe violations or citations from Cal/OSHA or other regulatory agencies, especially those involving suspensions or revocations of professional licenses or registrations.

BY:
(Signature) _____ **Date** _____

PRINT NAME:

TITLE OR POSITION:

BY:
(Signature) _____ **Date** _____

PRINT NAME:

TITLE OR POSITION:

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 **non-LLC** Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) President or Chief Executive Officer and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer. OR
- 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.
- **Please note that for an LLC, you must provide signatures for all managing members of the LLC and the correct corporate title must be used in the signature block for each member.**

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.

PROJECT QUALIFICATION SUBMISSION FORM

PROJECT EXAMPLE: You must detail at least three (3) examples of projects between the time period of October 1, 2015 to October 1, 2025.

Lead/Asbestos Abatement Project _____ of Three (3)

Project Title: _____ **Service Dates:** _____

Project Type:

Project Address/Location: _____

Customer Contact Name: _____

Customer Contact Phone Number & e-mail address:

Please attach documentation and reference the title of the attachment in the section below:

Provide one (1) page, maximum, of written information describing the Scope of Project and describe how the project was implemented, and attach the final report and/or photographs showing conditions before and after the project. Please attach documentation and reference the title of the attachment. No limit on related documentation and photos.

Duplicate this page for each relevant project

PROJECT QUALIFICATION SUBMISSION FORM

PROJECT EXAMPLE: You must detail at least three (3) examples of projects between the time period of October 1, 2015 to October 1, 2025.

Comprehensive Building Surveys Project _____ of Three (3)

Project Title: _____ **Service Dates:** _____

Project Type:

Project Address/Location: _____

Customer Contact Name: _____

Customer Contact Phone Number & e-mail address:

Please attach documentation and reference the title of the attachment in the section below:

Provide one (1) page, maximum, of written information describing the Scope of Project and describe how the project was implemented, and attach the final report and/or photographs showing conditions before and after the project. Please attach documentation and reference the title of the attachment. No limit on related documentation and photos.

Duplicate this page for each relevant project

PROJECT QUALIFICATION SUBMISSION FORM

PROJECT EXAMPLE: You must detail at least one (1) examples of projects between the time period of October 1, 2015 to October 1, 2025.

Industrial Hygiene Surveys Project _____ of One (1)

Project Title: _____ **Service Dates:** _____

Project Type:

Project Address/Location: _____

Customer Contact Name: _____

Customer Contact Phone Number & e-mail address:

Please attach documentation and reference the title of the attachment in the section below:

Provide one (1) page, maximum, of written information describing the Scope of Project and describe how the project was implemented, and attach the final report and/or photographs showing conditions before and after the project. Please attach documentation and reference the title of the attachment. No limit on related documentation and photos.

Duplicate this page for each relevant project

PROJECT QUALIFICATION SUBMISSION FORM

PROJECT EXAMPLE: You must detail at least one (1) examples of projects between the time period of October 1, 2015 to October 1, 2025.

Health Risk Assessments/Investigations Project _____ of One (1)

Project Title: _____ **Service Dates:** _____

Project Type:

Project Address/Location: _____

Customer Contact Name: _____

Customer Contact Phone Number & e-mail address:

Please attach documentation and reference the title of the attachment in the section below:

Provide one (1) page, maximum, of written information describing the Scope of Project and describe how the project was implemented, and attach the final report and/or photographs showing conditions before and after the project. Please attach documentation and reference the title of the attachment. No limit on related documentation and photos.

Duplicate this page for each relevant project

Attachment II

COMPLIANCE PACKAGE

REQUEST FOR PROPOSALS/BIDS/QUALIFICATIONS

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

SECTION A

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

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

INSTRUCTIONS:

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

Signatures:

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

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

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

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

AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, _____
being first duly sworn, deposes and states: That the undersigned

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

Is of _____
(Name of form business entity)

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

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

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

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

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

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

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

STATE OF CALIFORNIA COUNTY OF
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

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

SECTION B

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

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

INSTRUCTIONS:

- a. Sign the Document
- b. Submit with the Response

Signatures:

The person signing must be authorized to bind the Respondent.

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

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

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

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

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability 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/Bids/Submissions of Qualifications and agree that the City of Los Angeles may release any materials and information contained in the proposal/bid/submission submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal/Bid/Submission of Qualification.”

Signature of person authorized to bind proposer

Date

SECTION C
CHILD CARE POLICIES

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

INSTRUCTIONS:

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

CHILD CARE POLICIES

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

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

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

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

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

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

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

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

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE 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.
- J. **COUNSELING OF A SELF-SUPPORTING CENTER**
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.
- K. **START-UP OF A SELF-SUPPORTING CENTER**
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

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

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

M. FLEXIBLE WORK HOURS

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

N. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

O. PERMANENT PART-TIME/JOB SHARING

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

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

Q. UNPAID PARENTAL LEAVE

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

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

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

CITY OF LOS ANGELES

VENDOR CHILD CARE POLICY PROGRAM

CHILD CARE DECLARATION STATEMENT

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

Business Name	Telephone No.
Business Address	
Signature	Title

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

Part One YES NO
 DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?
 If YES, please attach a copy

Part Two
 DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?
 If YES, please check which from(s) of assistance

Level I Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a “consortium center”	<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____		

I HAVE READ AND COMPLETED:

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

Do not write in this space	
Date Filed: _____	Expiration Date: _____

SECTION D
OUT-OF-STATE BIDDERS

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: _____

SECTION E
INFORMATION RELEASE FORM

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

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

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

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

Name: _____ Title: _____

Signature: _____ Date: _____

Firm's Name: _____ Phone: _____

Firm's Address: _____
Street, City, State, Zip

SECTION F

SLAVERY DISCLOSURE ORDINANCE

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

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

Slavery Disclosure Ordinance (SDO)

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

INSTRUCTIONS:

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

DO/DBWCO COMPLIANCE

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

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

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

AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS OR PROFITS

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

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

[company id]	[tax id]		
BAVN Company Id	EIN/TIN		
[company name]			
Company Name			
[company address]	[city]	[state]	[zip]
Street Address	City	State	Zip
[phone]	[email]		
Phone	Email		

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

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

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

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

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

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

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

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

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:

[name] [date]
Signature *Date*

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

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

DEFINITIONS

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

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

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

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

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

Participation means having been a Slaveholder during the Slavery Era.

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

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

Slavery means the practice of owning Enslaved Persons.

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

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

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

SECTION G

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT/ FIRST SOURCE HIRING ORDINANCE

Equal Benefits Ordinance

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

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

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

First Source Hiring Ordinance

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

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMPLA) residing at www.rampla.org prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's RAMPLA.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>. The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

INSTRUCTIONS:

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at www.rampla.org.
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 10786 EIN/TIN:
Company Name: J and Y Inc - ITA TEST COMPANY
Company Address: 1234 N Main St
City: Los Angeles State: AL Zip: 70012
Contact Person: Jon Doe Phone: 2135551888 E-mail: test@email.com
Approximate Number of Employees in the United States: 10
Approximate Number of Employees in the City of Los Angeles: 3

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

SECTION 3. COMPLIANCE OPTIONS

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

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

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

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:*

Jon Doe

Signature

26 July, 2016

Date

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

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

SECTION H
E-BIDDING COMPLIANCE DOCUMENTS

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

INSTRUCTIONS:

Refer to the link below on 'How to Successfully Submit Your Proposal on RAMP.' This step-by-step guide will assist you through the submission process, ensuring your proposal is complete, compliant, and submitted on time.

<https://www.youtube.com/watch?v=mgCUq8c4IIA>

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1	<u>Construction of Provisions and Titles Herein</u>	1
PSC-2	<u>Applicable Law, Interpretation and Enforcement</u>	1
PSC-3	<u>Time of Effectiveness</u>	1
PSC-4	<u>Integrated Contract</u>	2
PSC-5	<u>Amendment</u>	2
PSC-6	<u>Excusable Delays</u>	2
PSC-7	<u>Waiver</u>	2
PSC-8	<u>Suspension</u>	2
PSC-9	<u>Termination</u>	3
PSC-10	<u>Independent Contractor</u>	5
PSC-11	<u>Contractor’s Personnel</u>	5
PSC-12	<u>Assignment and Delegation</u>	6
PSC-13	<u>Permits</u>	6
PSC-14	<u>Claims for Labor and Materials</u>	6
PSC-15	<u>Current Los Angeles City Business Tax Registration Certificate Required</u>	6
PSC-16	<u>Retention of Records, Audit and Reports</u>	6
PSC-17	<u>Bonds</u>	7
PSC-18	<u>Indemnification</u>	7
PSC-19	<u>Intellectual Property Indemnification</u>	7
PSC-20	<u>Intellectual Property Warranty</u>	8
PSC-21	<u>Ownership and License</u>	8
PSC-22	<u>Data Protection</u>	9
PSC-23	<u>Insurance</u>	9

TABLE OF CONTENTS (Continued)

PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Application</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>Contractor Data Reporting</u>	15
Exhibit 1	<u>Insurance Contractual Requirements</u>	16

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

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 (WC) and Employer's Liability (EL)

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

Statutor

✓

EL

General Liability

Products/Completed Operations

Fire Legal Liability _____

Sexual Misconduct _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

TBD

FOR ENVIRONMENTAL HEALTH AND SAFETY SERVICES

This CONTRACT (“Contract” or “Agreement”) is made and entered into this ___ day of _____ 2026, by and between the City of Los Angeles, (herein referred to as "CITY"), a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and TBD, hereinafter referred to as CONTRACTOR. CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the CITY and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform as-needed environmental health and safety services in the CITY; and

WHEREAS, a Request for Qualifications (RFQ) for such services was released on October 14, 2025, and XX responses to the RFQ were received on XXXXX XX, 2025; and

WHEREAS, CONTRACTOR’S response met the minimum qualification requirements for the provision of as-needed environmental health and safety services as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff possessing sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP shall solicit bids on projects for environmental health and safety services on an as-needed basis (each a “Project”), and CONTRACTOR, as a pre-qualified CONTRACTOR selected through the RFQ, shall be invited to bid on each such Project, and if CONTRACTOR is awarded any such Project, CONTRACTOR has indicated its willingness to provide the necessary services for the Project upon the terms and conditions

set forth in (1) this Agreement, (2) the RFQ and CONTRACTOR's response to the RFQ ("RFQ Documents"), and (3) the bid notice/documents for the applicable Project and CONTRACTOR's response thereto ("Bid Documents"); and

WHEREAS, RAP, pursuant to Charter Sections 371(e)(2) and 375, finds that it is in its best interest to have pre-qualified contractors and that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on qualified contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed pre-qualified contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the City Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP to provide as-needed environmental health and safety services; and

WHEREAS, RAP, pursuant to Charter Sections 372 and 375, and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this Agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the RAP to perform services; and

WHEREAS, RAP, pursuant to Charter Section 1022, does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract.

NOW, THEREFORE, the Parties, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

CITY - The City of Los Angeles Department of Recreation and Parks, a municipal corporation, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTOR – TBD, having its principal office at TBD

1.2 Representatives

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

CITY's representative will be:

Jimmy Kim, General Manager
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With copies to:

Lisa Walldez, Environmental Specialist
Department of Recreation and Parks
221 N Figueroa St., Suite 400
Los Angeles, California 90012

Telephone Number: (213) 202-2667
Fax Number: (213) 202-2611
Email: lisa.walldez@lacity.org

CONTRACTOR'S representative will be:

Representative
Company Name
Street
City, State Zip Code

Telephone Number:
Email:

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be affected by personal delivery or certified mail, return receipt requested and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this Section, within five working days of the change.

SECTION 2 - TERM OF CONTRACT

The term of this Contract shall be for no more than three years from the date of execution of this Contract by the CITY, subject however to earlier termination by RAP as provided in Appendix A – The Standard Provisions for CITY Contracts (1/25) [v.2] (or most recent).

SECTION 3 - SERVICES TO BE PERFORMED BY CONTRACTOR

3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Municipal Building Codes which may include but not be limited to the California “Green Book” Building Codes, Universal Building and Electrical Codes, Los Angeles City Building and Electrical Codes.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. Any work awarded under this Contract shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or RAP employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to RAP’s Project Manager at all times during normal working hours. Avoiding contact with the Project Manager may result in suspension of work awarded under this Contract without extension of any such work.
- D. CONTRACTOR’S working hours must coincide with those of the Department of Recreation and Parks (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). The Department of Recreation and Parks must first approve any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants,

other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Project Manager at CONTRACTOR'S expense. For each Project awarded to CONTRACTOR, CONTRACTOR will have read, understood, and agrees to comply with and enforce RAP's Tree Protection Policy and Tree Protection Specifications ("Tree Policy") in its entirety and shall be knowledgeable of all terms and conditions set forth therein. Any failure by the CONTRACTOR to adhere to the requirements specified within the Tree Policy will result in the suspension of all work awarded under this Contract without extension of any such work, all at CONTRACTOR's expense. In addition, CONTRACTOR shall be responsible for payment for or replacement of any trees damaged through non-compliance with the Tree Policy. Should there be any doubts or uncertainties regarding the Tree Policy, CONTRACTOR agrees to inform RAP's Project Manager and RAP's Forestry Division office at (213) 485-4826 or contact them by email at Forestry.JobOrder@LAcity.org prior to performing any work on a Project.

- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.
- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be 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 under this Contract.
- I. CONTRACTOR shall notify the RAP's Project Manager at least twenty-four (24) hours prior to starting the work under this Contract.
- J. If CONTRACTOR, after having officially started any project under this Contract, should discontinue work for any cause, CONTRACTOR shall notify RAP's Project Manager of intent to do so, and shall further notify the Project Manager of the date of re-starting operations.
- K. All work awarded under this Contract shall be completed to the satisfaction of

the RAP Project Manager. Work will be considered complete only when signed off by the RAP's Project Manager. Work shall be performed to the specifications as determined by the CITY.

- L. Failure to comply with any requirement contained herein may result in suspension of project work awarded under this Contract without extension.
- M. The RAP Project Manager must approve any request for sub-contracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks for all project work awarded under this Contract.
- O. CONTRACTOR shall comply with all provisions set forth in the RFQ which identifies obligations, legal or otherwise, for which the selected contractor(s) under the RFQ must comply, including compliance with the applicable provisions of the Labor Code of the State of California relating to Public Works wages, including any prevailing wage requirements.
- P. For each Project awarded under this Contract, the Bid Documents for such Project as well as the Notice to Proceed for such Project shall be fully incorporated into and made a part of this Agreement, and CONTRACTOR shall comply with all provisions and requirements and fully perform each and all of the provisions of this Agreement, the RFQ Documents, the Bid Documents, and the Notice to Proceed which are required of it to be performed.
- Q. CONTRACTOR represents and warrants that any bids submitted by CONTRACTOR in response to any task order or solicitation for any Project to be awarded under this Contract is not sham or collusive; that all statements of fact therein are true; and that such bid was not made in the interest or behalf of any person, partnership, company, association, organization or corporation other than CONTRACTOR. CONTRACTOR agrees that the representations made by it in the Non-Collusion Affidavit submitted by CONTRACTOR as part of the RFQ Documents shall apply in full force and effect to each bid submitted by CONTRACTOR for any Project to be awarded under this Contract, and that if RAP determines CONTRACTOR violated any of its representations made under this provision or such Non-Collusion Affidavit, CONTRACTOR may be excluded from bidding on any subsequent task order or project solicitation in connection with this Contract.
- R. CONTRACTOR's obligations under this Agreement are subject to any applicable provisions of California Civil Code section 2782.8.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

- A. Pursuant to CONTRACTOR's qualification under this RFQ, CONTRACTOR is qualified to provide services under this Contract as follows:

The systematic process that studies, documents, and implements practical means to limit, mitigate, or remove sources of hazards, contamination, or nuisance to protect the environment and safety of employees and the public. It involves the effort and creation of data to inform RAP of any physical, biological, or chemical hazards. Provide direction and procedures to comply with environmental regulations and reduce accidents and exposure to harmful situations and/or substances. Furthermore, it includes training of personnel in such activities as hazard awareness, accident prevention, accident response, emergency preparedness, and use of protective clothing and equipment.

Respondents must demonstrate knowledge and experience in environmental health and safety services. Selected firms will be responsible for providing all necessary labor, supervision, technicians, tools, equipment, materials, documentation, reports, insurance, permits, and any other work-related items required to perform the service/s. These services are anticipated to include, but are not limited to, the following:

1. Hazardous Materials Analysis, Surveying and Monitoring Services:

- Assist in the oversight and review of remedial construction activities to ensure regulatory compliance;
- Assist in development of scope of construction for remedial action plans;
- Support RAP interface with regulatory oversight agencies;
- Limited and comprehensive site surveillances, building inspections, and assessments for asbestos and lead containing materials and other hazardous materials;
- Asbestos and lead abatement project design and oversight including air monitoring and clearance testing;
- Post-abatement inspections and monitoring;
- Developing Procedure 5 plans and other hazardous materials emergency response measures;
- Sample collection, laboratory analysis, and data interpretation;
- Preparing operation and maintenance programs/plans and hazard evaluations;
- Air monitoring services for area and personal samples;
- Preparing and submitting documentation such as reports, audits, surveys, technical memorandums, remedial plans, contamination investigation reports, environmental studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, hazardous waste manifests, bills of lading, and close out reports.

2. Industrial Hygiene Services:

- Personal Protective Equipment (PPE) hazard assessments;
- Injury and incident investigations;
- Accident reduction programs;
- Worker safety trainings;
- Limited and comprehensive safety or compliance audits;
- Worker exposure and hazard evaluations;
- Sample collection, laboratory analysis, and data interpretation;
- Industrial hygiene surveys for physical, biological, or chemical hazards;
- Indoor air quality assessments;
- Oversight, clearance sampling, and air monitoring for mold abatement;
- Air monitoring services for area and personal samples;
- Positive and negative exposure assessments;
- Health risk assessments;
- Clearance monitoring and sampling; Hazard communication programs preparation; and preparation and submission of documentation such as reports, audits, surveys, technical memorandums, environmental studies, feasibility studies, monitoring reports, sampling plans, health and safety plans, laboratory reports, abatement plans, and close out reports.

SECTION 4 - SERVICES TO BE PROVIDED BY CITY

- 4.1 CITY personnel will work cooperatively with CONTRACTOR to ensure timely approvals of all items required under this Contract.
- 4.2 CITY will promptly act, review, and make decisions as necessary to permit the orderly progress of CONTRACTOR'S work under this Contract.

SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from CITY representative for work completed at each site for each project awarded under this Contract.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (Construction and Maintenance Supervisor or his/her designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating what steps are being taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by CITY until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three or more such notices, CITY may terminate this Contract as described in PSC-9 Termination, of the Standard Provisions for City Contracts (1/25) [v.2] (or most recent), attached hereto

and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project awarded under this Contract. The maximum compensation in the aggregate to be awarded under this Contract will not exceed \$15,000,000.00 on an as-needed basis. CITY in entering in this Contract guarantees no minimum amount of compensation. CITY staff will monitor this not-to-exceed maximum aggregate total. CITY HAS NOT MADE AN APPROPRIATION OF FUNDS FOR THE MAXIMUM AGGREGATE COMPENSATION AMOUNT STATED HEREIN AND SHALL MAKE AN APPROPRIATION OF FUNDS AS NECESSARY FOR EACH INDIVIDUAL PROJECT AWARDED TO CONTRACTOR UNDER THIS CONTRACT, IF ANY.

6.2 CONTRACTOR shall inform CITY of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by CITY before payment is made to CONTRACTOR. CONTRACTOR must provide a report for each service line item that is awarded to CONTRACTOR. These reports should reflect all pertinent information as it relates to the services performed. The report should have CONTRACTOR's business name, address, contract number and contact phone, email and location where the service was performed. No payments shall be made by CITY accounting staff without an authorized signature from CITY Staff.

6.3 Invoicing

CONTRACTOR shall invoice upon completion of a project by submitting two copies of the invoice which details the work performed in accordance with the original scope of work for the project and any approved change orders within 30 days of completion of service.

CONTRACTOR shall submit invoices to:

Lisa Walldez, Environmental Specialist
Department of Recreation and Parks
221 N Figueroa St., Suite 400
Los Angeles, California 90012

Telephone Number: (213) 202-2667
Email: lisa.walldez@lacity.org

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Staff may request evidence that the task

has been completed, in the form of a report, brochure or photographs, which shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request changes to the content and format of the invoice and supporting documentation at any time. CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation—including, but not limited to, proof of payments for services rendered—that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7 - NON-EXCLUSIVITY

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

SECTION 8 - RATIFICATION

At the request of RAP, and because of the urgent need therefore, CONTRACTOR may have begun performance of services required hereunder prior to the execution of this Contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this Contract, and CONTRACTOR'S performance of such service.

Section 9 - LIQUIDATED DAMAGES

9.1 Time is often of the essence in the performance of work for each Project. CITY relies upon CONTRACTORS to complete work according to the timeline provided in the Bid Documents and it would be extremely burdensome for the parties to ascertain the actual damages incurred by CITY and the general public from late performance by CONTRACTOR. Therefore, if CITY determines that CONTRACTOR in performing services pursuant to Bid Documents, fails to perform by the timeline as set forth in the Bid Documents, CONTRACTOR may be required to pay liquidated damages, at a rate as set forth in the Bid Documents, based on the CONTRACTOR'S late performance.

- 9.2 Late performance is considered to be a failure to complete the applicable Project according to the timeline specified in the Bid Documents for the Project.
- 9.3 RAP shall assess the number of extra days CITY will give CONTRACTOR due to rain days or city holidays.
- 9.4 The Parties, therefore, agree that liquidated damages for late performance of work on a Project, will be assessed against CONTRACTOR at the rate set forth in the applicable Bid Documents for the Project.

SECTION 10 - INCORPORATION OF DOCUMENTS

This Contract and exhibits 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:

- Appendix A. Standard Provisions for City Contracts (1/25) [v.2]
- Appendix B. Form 146 Insurance Requirements
- Appendix C. RFQ and Compliance Documents on file in Board Office as submitted by Responder

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

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 signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Contract.

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

TBD

By _____
PRESIDENT

By _____
SECRETARY

Approved as to Form:

Date: _____

Hydee Feldstein Soto, City Attorney

By _____
Brendan Kearns, Deputy City Attorney

CITY OF LOS ANGELES
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 should 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 required method of submitting your documents. **KwikComply** 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for nonpayment 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.

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 **KwikComply**, the CITY’s online insurance compliance system, at <https://kwikcomply.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 KwikComply at <https://kwikcomply.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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

Date: 2025-10-09

Contractor/Vendor Name:

Agreement/Reference: Environmental Health and Safety Services

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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.

Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other: \$2,000,000 aggregate

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

Min. Limit: \$1000000

Automobile Liability Other:

Professional Liability (Errors and Omissions): Yes

Min. Limit: \$1000000

Discovery Period: 12 months after completion of work or date of termination

Professional Liability Other:

Property Insurance (to cover replacement cost of building - as determined by insurance company): No

Pollution Liability: No

Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

Crime Insurance: No

Cyber Liability: No

Other: **Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR QUALIFICATIONS FOR
ENVIRONMENTAL HEALTH AND SAFETY SERVICES

November 25, 2025

Amendment I

1. The attachment titled "Form 146 Insurance Requirements" has been uploaded to this opportunity and is incorporated by reference in the Sample Agreement.

PARTNER



January 7, 2026

Board of Recreation and Park Commissioners
Attn: Board Secretary
The City of Los Angeles Department of Recreation and Parks
Figueroa Plaza, 221 North Figueroa Street, Suite 300,
Los Angeles, CA 90012
rap.commissioners@lacity.org

Subject: Protest of Non-Responsive Decision Regarding Statement of Qualification for Environmental Health and Safety Services

Dear Board Secretary of the City of Los Angeles Department of Recreation and Parks:

On behalf of Partner Assessment Corporation dba Partner Engineering and Science, Inc. (Partner), thank you for the opportunity to submit our Statement of Qualifications (SOQ) on December 16, 2025, in response to the City of Los Angeles Department of Recreation and Parks' (LA RAP's) Request for Qualifications for Environmental Health and Safety Services (Opportunity ID 225300). We respectfully submit this letter as a formal protest and request for reconsideration of the determination that our SOQ was deemed non-responsive due to an administrative or system issue associated with the RAMP portal. We appreciate the LA RAP's time and consideration and submit this appeal in good faith and within the prescribed timeframe.

Statement of the Issue

Partner was notified that its SOQ was deemed non-responsive because "e-bidding compliance documentation was not submitted." Based on our subsequent correspondence with LA RAP, the sole issue identified was that Partner did not indicate its intent to bid within the RAMP portal.

Importantly, the RFQ expressly stated that submittals were preferred to be made via Dropbox, as noted in the General Information on RAMP e-bidding documents indicating that "RAMP is not yet equipped to meet RAP's needs." Partner complied with those instructions and successfully submitted its SOQ via Dropbox by the deadline. At no point did the system prevent submission, flag an omission, or provide a notice that our submittal would be deemed non-responsive.

Additionally, although we accessed and reviewed the RAMP system multiple times, the system did not provide an option to revise, resubmit, or advance beyond the completed questionnaire at the bottom of the screen as shown in the video. Given that no instructions for updating this information were included in the RFQ, instructional video, or system interface, and since our prior submission remains valid and unexpired from our existing three-year LA RAP Environmental and Remediation Services RFQ contract, we reasonably believed this part of the submission was complete and accepted by the system. We believe this may reflect a system error or administrative misunderstanding. We did then move forward by submitting our SOQ via Dropbox as directed in the RFQ (please see attached screenshots).

Compliance and Good-Faith Participation

Based on the RFQ, "contracts would be awarded based on the completeness of the SOQ. If acceptable proof of qualifications is not provided, the SOQ will be considered non-responsive." The reason given for non-compliance was not that the SOQ or forms were incomplete or not submitted. However, we did provide a complete SOQ with all required compliance documentation, including Sections F and G of the RFQ, which were submitted, approved, current, and stored in Partner's RAMP profile. These documents remain valid

and unexpired. In addition, Partner additionally demonstrated good-faith compliance and indication of participation throughout the procurement process by:

- Attending the mandatory Pre-Submission Meeting on November 4, 2025, by three staff members, as well as the Non-Mandatory Pre-Qualification Meeting
- Submitting a complete SOQ in accordance with written RFQ instructions
- Providing all requested technical and qualification materials

Had Partner been notified of a perceived deficiency or afforded an opportunity to cure a non-material clerical omission, we would have done so immediately. Given that the submission was accepted via Dropbox and no system alert was generated, Partner believed its SOQ was complete and was not at risk of being deemed non-responsive.

Basis for Reconsideration

Partner respectfully submits that the clerical omission did not affect the substance, completeness, or evaluability of Partner's SOQ, nor did it relate to Partner's qualifications, experience, or ability to perform the requested services. The City possesses all required compliance documentation, and the omission did not confer any competitive advantage or prejudice the integrity of the procurement process. Reconsideration would align with the principles of fairness, transparency, and full and open competition that underpin public procurement, and would allow LA RAP to consider a qualified local firm with extensive relevant experience. Accordingly, Partner respectfully requests that LA RAP reconsider the non-responsiveness determination and allow Partner's SOQ to proceed to evaluation alongside other qualified respondents.

Summary of Partner's Qualifications

Partner is well-positioned to support LA RAP and offers the following key qualifications:

- **Extensive Municipal and Public Agency Experience:** Partner has a long history of providing environmental health and safety services to large public and private entities throughout Southern California and nationwide, including school districts, housing authorities, counties, cities, and state agencies, such as the City of Los Angeles, Housing Authority of the City of Los Angeles, Los Angeles County Sanitation District, Los Angeles Unified School District, and the Archdiocese of Los Angeles.
- **Specialized Environmental Health & Safety Expertise:** Our multidisciplinary team includes industrial hygienists, environmental scientists, and regulatory compliance professionals experienced in asbestos, lead-based paint, mold, IAQ, and related services in accordance with AHERA, EPA, NESHAP, SCAQMD, OSHA, and other applicable standards.
- **Local Presence and Local Business Enterprise (LBE) Status:** Founded in Los Angeles County in 2007, Partner is a Local Business Enterprise with multiple Southern California offices and more than 300 regional professional staff. Our corporate headquarters, management, and staff are located in Torrance, within minutes of LA RAP facilities. Many staff members have resided within City limits for more than 20 years and possess firsthand familiarity with LA RAP facilities and operations.
- **Proven Government Contract Performance:** We are recognized for delivering high-quality, cost-effective multidisciplinary services under tight schedules and regulatory requirements, with a strong record of compliance and client satisfaction.
- **Familiarity with LA RAP Facilities and Operations:** Partner's proximity to and firsthand experience with LA RAP facilities allows us to respond efficiently and effectively to LA RAP's needs.
- **Recognition of Community Engagement in Los Angeles:** Partner's CEO Joe Derhake is also very committed and involved in the community and has been named as one of the 500 most influential leaders list in Los Angeles by the *Los Angeles Business Journal's* LA500 list multiple times since 2015. He was also recently selected as a finalist in the 2025 LA Times Studios LA Executive Forum and Leader Awards, which honors outstanding business leaders in Los Angeles County who have

demonstrated exceptional leadership and impact over the past 12 to 24 months. Criteria for the awards are based on recent achievements, career-long leadership, organization and industry impact, and community engagement. We have also been nominated and awarded three awards by the *Los Angeles Business Journal* for one of the Fastest Growing Companies, Private Companies, and Environmental, Engineering and Consulting Firms as recently as this year (The Lists 2026).

As detailed in our submitted SOQ, Partner can provide all services listed in the RFQ and additional follow-on services, if required, seamlessly within LA RAP's operational framework. Partner has also had an existing contract with LA RAP to provide environmental site assessment and remediation services since June 25, 2024.

For the reasons stated above, Partner respectfully requests reconsideration of the determination of non-responsiveness and asks that our SOQ be accepted for evaluation on its merits. We believe this request is reasonable, consistent with procurement best practices, and in the best interest and advantage for the City.

Partner is deeply committed to supporting LA RAP's mission and to ensuring the health and safety of the City's residents, workers, and visitors. We would welcome the opportunity to discuss this matter further and are available at any time to provide clarification or additional information. Thank you for your time, consideration, and service to the City of Los Angeles.

Sincerely,



Jenny Redlin, REPA, Principal, Chief Experience Officer

2154 Torrance Boulevard, Suite 200, Torrance, CA 90501

T: 310-765-7243 | M: 805-452-8421 | F: 310-615-4544

www.partneresi.com

CC: Screenshot Attachments



Finished uploading

We'll let Rap Commissioners know you uploaded files.

[Upload more files](#)

[Try Dropbox free](#)



Your files will be uploaded securely to Rap Commissioners's Dropbox account.
More about [file requests](#) and our [privacy policy](#).

Proof of Compliant Business Profile (Sections F and G):

- Home > My Business Profile
- Company Details
- User Management
- Compliance Documents**
- Certification
- NAICS Codes and Licenses
- Bookmarks
- BIP Management
- Related Opportunities
- Contracts
- RAMP Support

Compliance Documents

The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.
Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).
Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

View Expired Compliance Documents

Company Compliance Documents	Status	Upload/Submit By	Upload/Submit Date	Expires	Menu Options
 Disclosure Ordinance	Verified	Betsy Miller	2020-10-28	Indefinite	Disclaimer
 Equal Benefits / First Source Hiring Ordinance	Verified	Betsy Miller	2023-10-30	2026-10-30	Disclaimer