

**BOARD REPORT**

NO. 26-086

DATE May 07, 2026

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, WATER PLAY AND AQUATIC EQUIPMENT, SITE AMENITIES, AND OUTDOOR FITNESS EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES – USE OF THE SOURCEWELL CONTRACT NO. 101625-PLP WITH PLAYPOWER, INC. – AWARD OF CONTRACT

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

\_\_\_\_\_  
General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) to enter into a proposed contract in substantially the form attached hereto as Appendix A (Contract), subject to the approval of the City Council and the City Attorney as to form, with PlayPower, Inc. (Contractor) for the purchase and installation of playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment , as well as delivery and related products and services, on an occasional and as-needed basis, for a term of four years not-to-exceed \$6,000,000.00 per year, with the possibility of up to three additional one-year extensions to the Contract;
2. Find that RAP desires to secure a contract that would allow RAP to purchase and have installed on an as-needed basis, playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services, as well as delivery and related products and services for RAP facilities (Services);
3. Find that the Contractor is experienced in providing these Services, and is willing to perform such Services;
4. 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 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 perform this expert, technical work as-needed and on an occasional, but frequent, basis with each individual project being awarded on the basis of

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availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the Contractor;

5. Find, pursuant to Charter Section 371(e)(8), that the City, in lieu of undertaking its own competitive bidding or proposal process, may purchase the Services using Contract No. 101625-PLP between Contractor and Sourcewell, which is attached hereto as Appendix B (Sourcewell Contract); Sourcewell is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements are an exception to the City's competitive bidding requirements;
6. 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;
7. 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 the Services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these Services by the Contractor on an as-needed basis;
8. Find that the letter attached hereto dated March 26, 2026 (Appendix C) from Contractor authorizes RAP as a Participating Public Agency to utilize the Sourcewell Contract for the purchase and installation of playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services, as well as delivery and related products and services;
9. Authorize RAP, at the discretion of its General Manager, to exercise up to three one-year extensions of this Contract, should Sourcewell and Contractor agree to exercise this option to extend by December 17, 2029 as authorized in Article 1 of the Sourcewell Contract;
10. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report;
11. Direct the Board of Recreation and Park Commissioners (Board) to transmit the proposed Contract to the City Council for approval and the City Attorney for review and approval as to form; and
12. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of all necessary approvals.

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### SUMMARY

RAP has an ongoing need for playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services, as well as the delivery of these items and related products and services on an occasional and as-needed basis. The ability to purchase and install such items and equipment is critical to meeting RAP's need to build new, and retrofit/repair existing, park property. Further, adding PlayPower, Inc.'s products as an option for RAP to purchase these items will expand RAP's choices with regards to sports/recreation equipment and allow RAP to provide a wider range of high-quality equipment at a competitive price.

The proposed Contract with PlayPower, Inc. (Contractor) will allow the Contractor to provide playground equipment as well as related accessories and services. The full description of the products and services that may be provided by Contractor under the proposed Contract is set forth in Table 7A of Contractor's response to Sourcewell's Request for Proposal, which is part of Sourcewell's competitively bid contract (Contract No. 101625-PLP) with Contractor (Sourcewell Contract) attached hereto as Appendix B. Please note that the "open market" provision referenced in Article 1 under General Terms 12 of the Sourcewell Contract is not included in the Contract that RAP will enter into with Contractor.

The Contract provides RAP with the opportunity to select a variety of playground, water play and aquatic equipment, site amenities, and outdoor fitness equipment and product delivery services for an online catalog. If desired, RAP may use this Contract to retrofit, repair and/or maintain RAP's existing equipment.

Staff recommends that the Board authorize RAP to use (piggyback) the Sourcewell Contract; this master intergovernmental cooperative purchasing agreement was competitively bid through a process wherein all purchasing parties were guaranteed the greatest discounted off-catalog pricing of products and services. Use of the Sourcewell Contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements. Contractor has issued a letter (attached hereto as Appendix C) to RAP which authorizes use of the Sourcewell Contract. Upon approval of this Report, RAP will issue a separate contract number and enter into a separate contract between Contractor and RAP which will incorporate the terms of the Sourcewell Contract and the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) as an exhibit. The Sourcewell Contract is scheduled to expire on December 17, 2029. However, Sourcewell and the Contractor may extend the term of the Sourcewell Contract by up to three one-year extensions. In the event that the Sourcewell Contract is extended, then the parties may agree in writing to extend the term of this Contract for up to three additional one-year extensions, with RAP's General Manager authorized to approve such extensions on behalf of RAP.

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The proposed Contract is recommended in an amount not-to-exceed an annual expenditure of \$6,000,000.00 per year for playground, water play and aquatic equipment, site amenities, outdoor fitness equipment with related accessories and services. This contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the Contract, guarantees no minimum amount of business or compensation. The Contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev. 1/25 [v.2]). Funding for projects will be provided from various funding sources.

This Report was prepared by Sergio Montero, Management Analyst and reviewed by John Busby, Senior Management Analyst II.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Appendix A – Proposed Contract between RAP and PlayPower, Inc.
- 2) Appendix B – Contract between Sourcewell and PlayPower, Inc.
- 3) Appendix C – Letter dated March 26, 2026 from PlayPower, Inc. authorizing RAP as a Participating Public Agency to utilize Contract 101625-PLP.

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

FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, WATER PLAY  
AND AQUATIC EQUIPMENT, SITE AMENITIES, OUTDOOR FITNESS EQUIPMENT WITH  
RELATED ACCESSORIES AND SERVICES

This Agreement (“Agreement” or “Contract”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the City of Los Angeles, (herein referred to as “CITY”) a municipal corporation, 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 PlayPower, Inc. (hereinafter referred to as “CONTRACTOR”), CITY and CONTRACTOR shall be referred to hereinafter as the “Parties”.

WHEREAS, CONTRACTOR has been awarded a competitively bid contract by Sourcewell, a cooperative purchasing government agency located in Staples, Minnesota (“SOURCEWELL”), to provide playground and water play equipment with related accessories and services on an as-needed, non-exclusive basis pursuant to a contract (hereinafter referred to as “SOURCEWELL CONTRACT”) awarded by SOURCEWELL to CONTRACTOR, with a term of four years, as may be amended (SOURCEWELL CONTRACT # 101625-PLP, attached hereto and incorporated herein by reference as Appendix A); and

WHEREAS, in accordance with Charter Sections 371(e)(2) and 372, and Los Angeles Administrative Code Section 10.15(a)(2), CITY finds that it is in the best interest of RAP 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 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 CONTRACTOR; and

WHEREAS, pursuant to Charter Section 371(e)(8), CITY may piggyback on the SOURCEWELL CONTRACT with CONTRACTOR, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing agreements, are an exception to CITY’s competitive bidding requirements; and

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

WHEREAS, RAP desires to secure the technical, expert and professional services of a qualified contractor on an occasional and as-needed basis in order to enhance the recreational experience of the public; and

WHEREAS, in accordance with Charter Section 1022, RAP had determined it does not have available in its employ, personnel with sufficient time or necessary expertise to undertake the services provided under this Agreement 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 project for services under this Agreement; and

WHEREAS, CONTRACTOR is experienced in providing the services of the type required, is willing to perform such services, and can provide such services to RAP; and

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

WHEREAS, RAP has the need for the equipment with related accessories and services offered under the SOURCEWELL CONTRACT on an as-needed basis; and

WHEREAS, RAP has registered online with SOURCEWELL, which is a prerequisite for Participating Public Agencies who wish to use the SOURCEWELL CONTRACT; and

WHEREAS, CONTRACTOR may be invited to bid on projects under this Contract on an as-needed basis (each a "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 (i) this Agreement, (ii) the SOURCEWELL CONTRACT, and (iii) the bid notice/documents for the applicable Project and CONTRACTOR's response thereto ("Bid Documents"); and

WHEREAS, CONTRACTOR by written communication dated March 26, 2026 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized RAP as a Participating Public Agency, to utilize the SOURCEWELL CONTRACT for the purchase of sports/recreation equipment with related accessories and services.

NOW THEREFORE, RAP and CONTRACTOR hereby agrees as follows:

## SECTION 1 – PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTIFICATION.

### 1.1 Parties

The Parties to this Agreement are:

CITY – The City of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of RAP, having its principal office at 221 North Figueroa Street, Suite 300, Los Angeles, CA 90012.

CONTRACTOR – PlayPower Inc., having its principal office at 11515 Vanstory Drive, #100, Huntersville, NC 28078.

## 1.2 Representatives

CITY's representative will be (or any other RAP Management or CITY designee):

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

With copies to:

Jimmy Newsom, Senior Management Analyst II  
Department of Recreation and Parks  
6335 Woodley Ave.  
Van Nuys, California 91406  
Telephone Number: (818) 756-9294  
Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)

CONTRACTOR's representative will be:

Brandy Clory,  
Contracts Administrator  
PlayPower, Inc.  
11515 Vanstory Drive, #100,  
Huntersville, NC 28078  
Email: [brandy.clory@playpower.com](mailto:brandy.clory@playpower.com)  
Website: [playpower.com](http://playpower.com)  
Telephone Number: (417) 354-2509  
Fax Number: (417) 354-2509

## 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 if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five working days of the change.

CONTRACTOR shall address all questions and correspondence concerning plans to the following individual (or any other RAP Management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406  
Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294

## SECTION 2 – TERMS OF THE AGREEMENT

### 2.1 Term

The term of this Agreement shall commence on the date of execution and expire on December 17, 2029. The SOURCEWELL CONTRACT may be extended up to three additional one-year periods upon request of SOURCEWELL and with written agreement by CONTRACTOR. In the event that SOURCEWELL extends the SOURCEWELL CONTRACT, then the Parties may agree in writing to extend the term of this Agreement for up to three additional one-year extensions, with RAP's General Manager authorized to approve such extensions on behalf of RAP.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev.1/25 [v.2]) attached hereto and incorporated herein by reference as Appendix C.

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

RAP shall have the right to terminate this Agreement for its convenience, upon thirty calendar days written notice to CONTRACTOR.

## SECTION 3 - SCOPE OF SERVICES

### 3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, CONTRACTOR shall, in accordance with this Agreement and the SOURCEWELL CONTRACT, include but are not limited to: playground equipment and at least one of the following: Water Play or Aquatic Equipment; Outdoor Site Amenities and Furnishing; and Outdoor Fitness. RAP on an occasional and as-needed basis on the same terms and conditions as the SOURCEWELL CONTRACT. The full description of the products and services to be provided by CONTRACTOR under this Agreement is as set forth in CONTRACTOR's response to the Request for Proposal, which is made a part of the SOURCEWELL CONTRACT attached hereto as Appendix A. Notwithstanding any other provision of this Agreement, the "open market" provisions of the SOURCEWELL CONTRACT referred to on page 2 line item 12 of the SOURCEWELL CONTRACT will not apply to the Parties under this Agreement.

### 3.2 Conduct of Operations

A. At all times, CONTRACTOR's 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) and/or the hours required under each Project awarded. 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. The 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 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 noncompliance 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](mailto: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 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 if such discontinuance or suspension is approved by RAP.
- 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 or termination of project work awarded under this Contract without extension and compensation.
- 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 this Contract and the Bid Documents which identifies obligations, legal or otherwise, for which CONTRACTOR 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 NTP 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 SOURCEWELL CONTRACT, 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, the CONTRACTOR may be excluded from bidding on any subsequent task order or project solicitation in connection with

this Contract.

### 3.3 Services to Be Provided by CITY

RAP's authorized agent (or other RAP management designee) will issue an NTP to CONTRACTOR prior the start of any work.

RAP personnel will work cooperatively with CONTRACTOR to ensure timely review of all services provided by CONTRACTOR under this Agreement.

RAP will promptly act, review and make decision as necessary to permit the orderly progress of CONTRACTOR's work under this Agreement.

## SECTION 4 – COMPENSATION AND INVOICING

### 4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual Project. The total amount for this CONTRACT will not exceed \$6,000,000.00. The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed 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.

### 4.2 Invoicing

Prior to the start of any work, CONTRACTOR must receive an NTP from an authorized agent of RAP. CONTRACTOR shall submit invoices to RAP for all work performed. Once work has been completed to the satisfaction of RAP, CONTRACTOR may submit an invoice for the agreed amount on the CONTRACTOR'S original proposal, as stated on the NTP, such amount to be consistent with the prices set forth in the SOURCEWELL CONTRACT (Appendix A). Invoices must include CONTRACTOR's name, date, address, contact phone number, summary of work completed, address/location of work completed, dollar amount originally proposed and the agreed on by RAP.

Invoices must be submitted to the following person (or other RAP management designee):

Jimmy Newsom, Senior Management Analyst II  
City of Los Angeles, Department of Recreation and Parks  
6335 Woodley Ave  
Van Nuys, CA 91406  
Email: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)  
Telephone Number: (818) 756-9294

#### 4.3 Compensation and schedule of payments

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

#### SECTION 5 - 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 6 - RATIFICATION

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

#### SECTION 7 - INCORPORATION OF DOCUMENTS

This Agreement, appendices and incorporated documents represents the entire agreement of the Parties and supersedes all prior written or oral representations, discussions, and agreements. This Agreement may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

- Appendix A. CONTRACT # 101625-PLP effective January 6, 2026 between SOURCEWELL and CONTRACTOR
- Appendix B. Written authorization dated March 26, 2026 authorizing RAP's use of Contract # 101625-PLP between CONTRACTOR and SOURCEWELL
- Appendix C. Standard Provisions for City Contracts. (Rev. 1/25 [v.2])
- Appendix D. CITY Compliance Documents
- Exhibit 1 Insurance Contractual Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement, incorporating Exhibit 1, Appendix C, and Appendix D; (2) Appendix B; and (3) Appendix A.

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\_\_

PLAYPOWER, INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

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

Hydee Feldstein Soto, City Attorney

By \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

**MASTER AGREEMENT #101625**

**CATEGORY:** Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

**SUPPLIER:** PlayPower, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive, #100, Huntersville, NC 28078 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:  
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:
  - a) **Playground Equipment**  
  
**and** at least one of the following:
    - b) Water Play or Aquatic Equipment );
    - c) Outdoor Site Amenities and Furnishings; and
    - d) Outdoor Fitness .
- 8) **Included Solutions.** Supplier’s Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier’s Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier’s Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier’s open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
  - Participating Entity Contact Email Address;
  - Participating Entity Contact Telephone Number;
- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
  - 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
  - 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
    - ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
  - d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

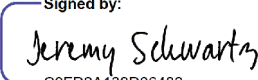
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

PlayPower, Inc.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 1/6/2026 | 6:09 PM CST

Signed by:  
  
 056F545DA18B46C...  
 By: \_\_\_\_\_  
 Rich Albright  
 Title: Vice President/General Manager  
 Date: 1/6/2026 | 1:20 PM CST

# RFP 101625 - Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services

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## Vendor Details

Company Name: PLAYPOWER, INC.  
Does your company conduct business under any other name? If yes, please state: NC  
Address: 11515 VANSTORY DR. STE 100  
HUNTERSVILLE, NC 28078  
Contact: Inc. PlayPower  
Email: brandy.clory@playpower.com  
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## Submission Details

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Submitter's IP Address: 147.243.172.231

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PlayPower, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Miracle Recreation Equipment Company PlayPower LT Farmington, Inc. Playworld Systems Inc. E-Z-Dock, Inc. Shade Structures, Inc. Wabash Valley Manufacturing Inc. Soft Play - Playtime, LLC No Fault LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Miracle Recreation Equipment Company: Cage: 3Y251 UEI: ZEDZXA ZD8BM6  PlayPower Lt Farmington, Inc: Cage: 1DSL3 UEI: L86VSX3PNNL8  Playworld Systems Inc: Cage: 1EJ63 UEI: J3DNXNA1ALK7  E-Z-Dock, Inc: Cage: 3BFJ8 UEI: CJLNNGH6RGU5  Shade Structures, Inc: Cage: 4HG41 UEI: KPW7BLUM5NR7  Wabash Valley Manufacturing Inc: Cage: 0FTL0 UEI: S461LC2F9L11  Soft Play - Playtime, LLC: Cage: 4HZ31 UEI: MSEZAJ93Y2D5  No Fault LLC: Cage: 9HHT1 UEI: PWG6DEZWHX75

5	Provide your NAICS code applicable to Solutions proposed.	<p>Below are the codes noted on our SAM registrations.</p> <p>238990 - All Other Specialty Trade Contractors                  314999 - All Other Miscellaneous Textile Product Mills                  332311 - All Other Miscellaneous Textile Product Mills                  326199 - All Other Plastics Product Manufacturing                  332312 - Fabricated Structural Metal Manufacturing                  334512 - Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use                  336611 - Ship Building And Repairing                  337127 - Institutional Furniture Manufacturing                  339920 - Sporting And Athletic Goods Manufacturing                  339999 - All Other Miscellaneous Manufacturing                  423910 - Sporting And Recreational Goods And Supplies Merchant Wholesalers                  488310 - Port And Harbor Operations                  488390 - Other Support Activities For Water Transportation                  561210 - Facilities Support Services                  713930 - Marinas                  713940 - Fitness And Recreational Sports Centers                  713990 - All Other Amusement And Recreation Industries</p>
6	Proposer Physical Address:	11515 Vanstory Drive #100, Huntersville, NC 28078
7	Proposer website address (or addresses):	www.PlayPower.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	<p>W. Todd Brinker                  Senior Vice President, Commercial Growth                  11515 Vanstory Drive #100,                  Huntersville, NC 28078                  Phone: 704-576-7928</p>
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Brandy D. Clory                  PlayPower Contracts Manager                  878 E Highway 60                  Monett, MO 65708                  Phone: 417-354-2509</p>
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Maura Garcia – EZ Dock                  Phone: 417 -737-2110                  Email: maura.garcia@playpower.com</p> <p>Brett Kidd - Little Tikes Commercial                  Phone: 573-701-2236                  Email: Brett.Kidd@playpower.com</p> <p>Mike Sutton – Miracle Recreation                  Phone: 724-458-4986                  Email: Mike.Sutton@playpower.com</p> <p>David Sheedy – Playworld                  Phone: 573-366-6337                  Email: David.Sheedy@playpower.com</p> <p>Brandy Clory – PlayPower Inc                  Phone: 417-354-2509                  Email: brandy.clory@playpower.com</p> <p>Rich Albright - Soft Play                  Phone: 929-496-8897                  Email: Rich.albright@playpower.com</p> <p>Whitney Klen – USA Shade &amp; Wabash Valley                  Phone: 512-915-7800                  Email: whitney.klen@USA-Shade.com</p> <p>Michele Munson – No Fault LLC                  Phone: 225-247-7449                  Email: Michele.munson@nofault.com</p>

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Our PlayPower team is not merely a playground equipment company; we're a family of brands that are dedicated to strengthening families, building lasting friendships, and encouraging people of all ages and backgrounds to experience the power of play! We realize the power that play can bring to unite a community and thus we seek to inspire by bringing fun and laughter to children and adults every day. Together, our PlayPower family has become a global leader in producing superior recreational equipment that has been beneficial to communities over many generations.</p> <p>PlayPower is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park &amp; site amenities, fabric shade structures, floating dock systems, lifts for boats and personal watercraft, innovative surfacing products and indoor contained play structures. Our PlayPower family offers full turnkey solutions to meet the specific recreational needs of communities everywhere.</p> <p>PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland, and Scotland.</p> <p>PlayPower's VISION is to be the leader in the development of legendary, innovative, and inclusive play and recreation experiences worldwide.</p> <p>PlayPower's MISSION is to engineer and manufacture recreational equipment that is safe, inclusive, highly durable, and easy to maintain so that the communities we serve can focus on fun!</p> <p>PlayPower's GOAL is to continue to be recognized as the trailblazer for inspiring and creating innovative products while providing excellent customer service. We will continue to leverage our brands globally to the benefit of all who use our products, and to our customers, employees, and shareholders.</p> <p>PlayPower VALUES honesty, integrity, respect and care for others, inclusivity, sustainability, transparency, collaboration, accountability, passion, purpose, and promotion of community engagement.</p> <p>PlayPower originally began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include:          Miracle Recreation Equipment Company          Little Tikes Commercial          Playworld          Wabash Valley          EZ Dock          USA Shade &amp; Fabric Structures          Soft Play/Playtime          No Fault          Tayplay          HAGS</p> <p>PlayPower's companies are leaders in the markets in which they serve, and in combination, have HUNDREDS of years of experience bringing play and recreation to life.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Here at PlayPower, we believe that partnership extends beyond contracts. We greatly appreciate the opportunities we have had to work hand in hand with Sourcewell to bring recreation and joy to the many communities we serve. Our PlayPower teams have a long track record of going above and beyond for our Sourcewell agencies, and welcoming them to our PlayPower family as valued members of our team.</p> <p>Together with our Sourcewell partners, PlayPower is excited to continue to bring the power of play to the many wonderful communities of our Sourcewell agencies throughout the US and Canada. Our teams at PlayPower will continue engaging our Sourcewell agencies with our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault.</p> <p>We will continue to employ our Sourcewell contract as our primary North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows</p> <p>Our goal, with having 8 of our strongest brands in our portfolio, would be at a minimum, to exceed \$60M annually in total contract sales over the term of the contract, including equipment, installations, and ancillary products and services.</p>

13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>PlayPower is a company with more than \$500M in annual sales. We employ more than 1,800 individuals, working in 9 manufacturing facilities around the world, supporting 12 world-class brands. PlayPower is currently owned by the private equity firm Littlejohn &amp; Co, with \$8B in assets under management. Please see <a href="https://littlejohnllc.com/">https://littlejohnllc.com/</a> for additional details.</p> <p>However, it was announced in a press release on September 15, 2025 that Littlejohn &amp; Co has sold PlayPower to Platinum Equity. That sale is expected to have regulatory approval to close by the end of 2025.</p> <p>Press release can be found here: <a href="https://www.platinumequity.com/news/platinum-equity-to-acquire-playpower/">https://www.platinumequity.com/news/platinum-equity-to-acquire-playpower/</a>.</p> <p>Platinum has more than \$50B in assets under management.</p> <p>More details can be found through their direct website here: <a href="https://www.platinumequity.com/">https://www.platinumequity.com/</a>.</p>	*
14	<p>What is your US market share for the Solutions that you are proposing?</p>	<p>According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's Outdoor Playground equipment market share in the US is 26.0%.</p>	*
15	<p>What is your Canadian market share for the Solutions that you are proposing?</p>	<p>According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's outdoor Canadian market share is 32.0%.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	<p>None.</p>	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>PlayPower, Inc. is best described as a manufacturer of recreational equipment, indoor and outdoor playground equipment, outdoor furnishings, fabric shade structures, floating dock systems, and playground surfacing. With a few exceptions, PlayPower Inc. operates with independent representatives / vendors that manage sales within all areas of North America and Internationally. All representatives are contractually responsible for selling and installing all products proposed within this RFP. In addition, all of PlayPower's employees and independent representatives / distributors / vendors are certified and factory trained to repair and service PlayPower's recreation and playground equipment, equipment and materials. We have included our list of representatives for each of our brands with this RFP.</p>	*
18	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>PlayPower is licensed to sell our products in all 50 states, 10 Canadian provinces, along with many international locations. We are committed to providing Sourcwell agencies with a safe, enjoyable, inclusive, family friendly environment to play and grow. Our commitment to our Sourcwell agencies begins by meeting and / or surpassing safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. In addition to exceeding these standards and guidelines, we also actively participate in ASTM and CPSC development, and we are active members of IPEMA. Our employees, sales representatives, distributors, vendors and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. Our PlayPower team has the knowledge, expertise and experience to develop safe recreational play environments that build positive community fellowship and unity. Our team seeks to inspire communities, encourage imaginative and interactive play, promote inclusivity, and bridge generational gaps through the power of play.</p> <p>In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 &amp; ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in all of PlayPower's outdoor brand catalogs signifies that PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's website to confirm product certification which can be found here: <a href="https://ipema.org/certified-product/">https://ipema.org/certified-product/</a>.</p>	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Chicago Athenaeum: Museum of Architecture and Design awarded The Good Design Award to: - Quito by Playworld in 2023 - Tot Builders by Little Tikes Commercial in 2023 - Miracle Machines by Miracle Recreation in 2024
21	What percentage of your sales are to the governmental sector in the past three years?	Below are the sales averages for the government sector per brand for the past three years combined. - Little Tikes: 44% - Miracle: 47% - Playworld: 45% - Soft Play: 10% - USA Shade: 28% - Wabash Valley: 30% - EZ Dock: 10%
22	What percentage of your sales are to the education sector in the past three years?	Below are the sales averages for the education sector per brand for the past three years combined. - Little Tikes: 38% - Miracle: 40% - Playworld: 43% - Soft Play: 2% - USA Shade: 46% - Wabash Valley: 50% - EZ Dock: 1%
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	PlayPower currently holds an active Sourcewell contract which has an average annual sales of approximately \$57Million per year. We currently hold an active CMAS contract which has an average annual sales of approximately \$4Million per year. We also have an active NASPO ValuePoint contract that encompasses NASPO state participating addendums with Arizona, Arkansas, Hawaii, Iowa, Kentucky, Missouri, Nebraska, New Mexico, Oklahoma, Oregon, South Carolina, South Dakota, Utah, and Washington, which has a total average annual sales of approximately \$2Million per year combined. We hold a CoStars contract which has an average annual sales of approximately \$50,000 per year and we also hold contracts with NJ Start which has an average annual sales of approximately \$200,000 per year. We also hold several local contracts with schools and/or municipalities which piggyback off our Sourcewell contract.
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our USA Shade brand is the only PlayPower brand in our Sourcewell contract with an active GSA contract in which they have an average annual sales of approximately \$250,000 per year.

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Knoxville Parks & Recreation	Joel Asher, Maintenance Superintendent	(865) 215-1703
Fairfax County Public Schools	Brandon A. Phillips, Office of Facilities Management	(703) 802-7500
Dearborn Public Schools	Mark Andrews, Director of Operations	(313) 590-9783

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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26	Sales force.	PlayPower's vast team of over 1,800 professional sales representatives, distributors, and vendors are eager to provide excellent service to Sourcewell members. PlayPower's large, diverse portfolio and sales network provides a significant advantage for Sourcewell agencies by providing turnkey solutions to meet their recreational and playground needs within an all-in-one source.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PlayPower's local representatives and distributors typically operate as exclusive independent, agencies. There are a few exceptions, where sales territories are managed through direct PlayPower employees.	*
28	Service force.	All representatives, distributors, vendors, and installers are professionally trained and certified to either sell and / or service our products. Included is a comprehensive global list of representatives for each brand.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of PlayPower's brands contains representatives/distributors that will vary by geographic location. Please refer to the most current distributor listing for each brand which has been provided with this RFP submittal. Once the Sourcewell agency has communicated the intent to make a purchase through our Sourcewell contract to our representative, our representative will confirm that the price quoted matches the purchase order and is discounted according to the terms of the contract. The price quoted will contain the appropriate pricing, Sourcewell contract discounts, freight terms, freight pricing, lead times, and any additional pertinent information that the customer may need or request. Once the final quote is signed and/or the agency purchase order is received, the PlayPower representative will submit an electronic equipment order directly to the corresponding PlayPower company so that the project can be scheduled for manufacturing and assigned a delivery date as requested by the agency. Prior to delivery of the equipment, a delivery driver or associate will reach out to the agency to discuss delivery times and details. Once the equipment is fully manufactured and shipped, an invoice will be generated and mailed to the agency. While this is the typical ordering process, the process can differ slightly based on differing agency requirements, proposal adjustments, etc. during the process.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent representatives typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing excellent service throughout the purchasing journey. If Sourcewell agencies have questions, concerns, or need help with their orders, our brands have dedicated customer support teams that are always happy to help! Each of our many brands can be found on our PlayPower website located at <a href="https://playpower.com/">https://playpower.com/</a>.</p> <p>Playworld Systems, Inc. can be reached in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld's Technical support line (800) 233-8404 is available 24/7 but non-urgent calls will be handled during normal business hours 8:00am to 4:30pm EST Monday-Friday. Our Playworld customer service team can also be reached at <a href="mailto:info@playworld.com">info@playworld.com</a> for requests. Online chat is also available 8:00am-4:30pm EST on our Playworld website at <a href="https://playworld.com">https://playworld.com</a>.</p> <p>Miracle Recreation Equipment Company can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle's Technical support line (888) 458-2752 seven days a week, 24 hours a day. However, non-urgent calls will be handled during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our Miracle customer service team can also be reached at <a href="https://www.miracle-recreation.com/contact/">https://www.miracle-recreation.com/contact/</a> for requests and we also have online chat available 8:00am-4:30pm EST on our Miracle's website at <a href="https://www.miracle-recreation.com/">https://www.miracle-recreation.com/</a>.</p> <p>Little Tikes Commercial can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Technical support line (800) 497-5246 during normal business hours between 8:00am to 5:00pm CST Monday-Friday. Urgent calls during after-hours or weekends can reach our 24-hour Customer Service Hotline by calling 866-LTC-4FUN (866-582-4386). Our Little Tikes customer service team can also be reached through our online contact form at <a href="https://response.littletikescommercial.com/contactus">https://response.littletikescommercial.com/contactus</a> or by email at <a href="mailto:ltc_customer_care@playpower.com">ltc_customer_care@playpower.com</a> to reach our Little Tikes Technical Support team or <a href="mailto:info@ltcps.com">info@ltcps.com</a> for basic information. For more information, please visit the Little Tikes website at <a href="https://littletikescommercial.com/">https://littletikescommercial.com/</a>.</p> <p>Wabash Valley can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Wabash Valley Technical support line (800) 253-8619 during the business hours of 8:00am to 5:00pm CST Monday-Friday. Our Wabash Valley customer service team can also be reached by email at <a href="mailto:WVMSales@WabashValley.com">WVMSales@WabashValley.com</a>. For more information, please visit the Wabash Valley website at <a href="https://wabashvalley.com/">https://wabashvalley.com/</a>.</p> <p>EZ Dock can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our EZ Dock Technical Support and Sales Administration Team can be reached at (800) 654-8168 during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our EZ Dock customer support team can also be reached through our online contact form at <a href="https://www.ez-dock.com/contact-form/">https://www.ez-dock.com/contact-form/</a>. For more information, please visit the EZ Dock website at <a href="https://www.ez-dock.com/">https://www.ez-dock.com/</a>.</p> <p>USA Shade can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our USA Shade Technical Support Team can be reached at (800) 966-5005 during normal business hours from 8:00am to 5:00pm CST Monday-Friday. Our USA Shade customer support team can also be reached through our online contact form at <a href="https://www.usa-shade.com/contact-us/">https://www.usa-shade.com/contact-us/</a>. For more information, please visit our USA Shade website at <a href="https://www.usa-shade.com/">https://www.usa-shade.com/</a>.</p> <p>No Fault can be reached in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809 USA. Our No Fault Technical Support Team can be reached at (800) 232-7766 during normal business hours of 8:00am-5:00pm CST Monday-Friday. For standard information, our No Fault team can be reached at Toll-free: 866-NFSPORT or 866-637-7678. Your No Fault customer support team can also be reached through our online contact form at <a href="https://response.nofault.com/contactus">https://response.nofault.com/contactus</a>. For more information, please visit our No Fault website at <a href="https://nofault.com/">https://nofault.com/</a>.</p> <p>Soft Play / Playtime can be reached in writing at 13310 James E. Casey Ave. Englewood, CO 80112 USA. Our Soft Play Technical Support Team or Sales Administration team can be reached at (800) 782-7529 Ext. 3429 during normal business hours 8:00 to 5:00 MDT Monday-Friday. Our Soft Play customer support team can also be reached through our online contact form at <a href="https://www.softplay.com/contact-us/">https://www.softplay.com/contact-us/</a>. For more information, please visit our Soft Play website at <a href="https://www.softplay.com/">https://www.softplay.com/</a>.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>We are happy to provide all of our products and services under PlayPower's portfolio to any and all of Sourcewell participating entities within the 50 US states!</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We look forward to providing all of our products and services under PlayPower's portfolio to any and all Sourcewell participating entities in the 10 provinces of Canada as well!	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PlayPower covers ALL geographic areas of the United States and Canada	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	PlayPower happily serves all entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract restrictions that would apply to members in Hawaii, Alaska and / or the US territories. We happily provide our products and services to our Hawaii and Alaska customers as well as all other US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we are proud to partner with all Sourcewell participating nonprofit entities.	*

**Table 4: Marketing Plan (75 Points)**

Line Item	Question	Response *
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<p>37</p>	<p>Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>Our marketing objective is to consistently increase our reach and closure of projects by continuing to pursue / provide high-quality leads while also providing effective sales tools to our sales representatives in presenting the outstanding solutions that our contract provides for participating agencies. Our PlayPower Contracts Manager is dedicated to overseeing and managing our Sourcewell contract, as well as continually distributing leads to the appropriate PlayPower representatives. Our Contracts Manager assists our PlayPower marketing team and reviews Sourcewell marketing materials as they are being developed. From there, our PlayPower Contracts Manager and marketing team will work hand in hand with our teams throughout the US and Canada to promote our contract nationally, including a multi-program approach that overlays our current marketing strategy and future plans.</p> <p>Details of those programs are as follows:</p> <p><b>CATALOGS / BROCHURES:</b></p> <ul style="list-style-type: none"> <li>- Sourcewell Brochures             <ul style="list-style-type: none"> <li>- We have already created brand-specific brochures (Little Tikes Commercial, Miracle, and Playworld) detailing the benefits of our Sourcewell contract which are utilized during sales presentations, trade shows, and other important events.</li> <li>- These brochures are available in print and digital format, for use in multiple ways and are distributed to each of our representatives.</li> </ul> </li> <li>- Full Catalogs             <ul style="list-style-type: none"> <li>- Our brand-specific, full-line product catalogs are produced and distributed annually and are available each year in January.</li> <li>- Information regarding the Sourcewell contract is included within each new catalog that we develop annually.</li> </ul> </li> </ul> <p><b>WEBSITES:</b></p> <ul style="list-style-type: none"> <li>- We have a page specifically dedicated to actively feature and promote the benefits of Sourcewell membership on each of our brand websites shown below:             <ul style="list-style-type: none"> <li>- Miracle: <a href="https://www.miracle-recreation.com/planning/our-partners/sourcewell/">https://www.miracle-recreation.com/planning/our-partners/sourcewell/</a></li> <li>- Little Tikes Commercial: <a href="https://littletikescommercial.com/sourcewell/">https://littletikescommercial.com/sourcewell/</a></li> <li>- Playworld: <a href="https://playworld.com/sourcewell/">https://playworld.com/sourcewell/</a></li> <li>- No Fault: <a href="https://nofault.com/resources/">https://nofault.com/resources/</a></li> <li>- EZ Dock: <a href="https://www.ez-dock.com/resources/njpa/">https://www.ez-dock.com/resources/njpa/</a></li> <li>- USA Shade: <a href="https://www.usa-shade.com/about-us/contracts-affiliations/">https://www.usa-shade.com/about-us/contracts-affiliations/</a></li> </ul> </li> </ul> <p><b>EMAIL / PR:</b></p> <ul style="list-style-type: none"> <li>- Sourcewell will be featured in email campaigns to those individuals that have opted for PlayPower brand-specific e-communication.</li> </ul> <p><b>SOCIAL MEDIA:</b></p> <p>Content will be posted on brand-specific pages on various social platforms, including Meta (Facebook), X (formerly known as Twitter), and LinkedIn.</p> <p><b>TRADE SHOWS:</b></p> <ul style="list-style-type: none"> <li>- As part of our in-depth trade show plan, we include representation of this program at each trade show, including product brochures.</li> <li>- Little Tikes Commercial, Miracle Recreation, and Playworld, all have large booths and representation at the annual NRPA &amp; ASLA annual tradeshows/conferences, along with several other national trade shows, and hundreds of state and local trade shows.</li> </ul> <p><b>SALES TOOLS / TRAINING:</b></p> <ul style="list-style-type: none"> <li>- Brand-specific PowerPoint &amp; Digideck sales presentations were created to discuss selling features and benefits of the program to our rep agency partners. In addition, each of PlayPower's brands has training modules for all employees and representatives.</li> <li>- Regular brand-specific email newsletter to rep agencies (from Sales VP), promoting programs and providing tools for programs.</li> <li>- Rep Agency sales communication portal provides training/sales tools/resources for our sales reps to help promote programs and services.</li> </ul> <p>*Examples of our marketing materials as they relate to Sourcewell are included with this RFP submittal*</p>
<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>PlayPower's dedicated marketing team is constantly seeking new and innovative promotion techniques through the use of technology. Our current marketing strategy includes programs that promote our products and services through multiple digital media channels including:</p> <ul style="list-style-type: none"> <li>- Brand specific websites, on partner and funding pages</li> <li>- Email marketing campaigns</li> <li>- Social media, including Facebook/Meta, X (formerly known as Twitter), and LinkedIn.</li> </ul> <p>However, we also maintain promotional videos for each of our brands on YouTube as well.</p> <ul style="list-style-type: none"> <li>- Geotargeting campaigns promoting our Sourcewell contract</li> </ul>

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>Our goal is for Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its participating agencies. On occasion, we would appreciate the support of a Sourcewell Representative to potentially assist with customer calls and / or visits when needed. We would also appreciate Sourcewell attendance at our annual sales meetings for our outdoor equipment brands when available. In acknowledgement of this, PlayPower Inc. understands the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our website and direct-to-customer marketing through our vast network of representatives.</p> <p>PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all our representatives, partners, distributors / vendors, catalogs, and digital marketing. Our commitment to Sourcewell and its members will always remain transparent and constant: we are 100% committed to Sourcewell from our executive level through our rep network.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Project requirements vary from location to location and while most projects are designed most often using standard products, design layouts tend to be very customized. For this reason, e-procurement ordering would be very difficult, so therefore we do not offer e-procurement.</p>

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>PlayPower is committed to providing safe, durable, reliable, and innovative recreational equipment to all communities. Training for our Sourcewell agencies is not required or necessary, however we do offer maintenance and installation training upon request. All our representatives and installers are mandated to complete extensive product training and are certified to assist their customers in training when needed. Sourcewell participating agencies are invited to visit our factories, for touring and training as requested.</p>
42	Describe any technological advances that your proposed Solutions offer.	<p><b>ENGINEERING &amp; DESIGN:</b>                      Regardless of the Sourcewell participating agency's level of recreation or playground equipment expertise, PlayPower promises to provide as much help as they may need. Sourcewell agencies can virtually design their own playground on our websites for example, or they can work together with our network of professional design consultants that will assist them every step of the way. Our advanced computer-assisted design (CAD) capabilities provide our customers with the most versatile, detailed commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Accurate, up-to-date, direct electronic access to product information is available to all PlayPower personnel. PlayPower sales representatives also have access to our product information, and they are able to conduct on-the-spot designs through our proprietary PlayCreator software for customers. Our consultants have the ability to produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design to meet Sourcewell participating agency needs. Our consultants can also send information directly to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Once developed and finalized, designs (once approved) can then be transmitted to our internal system and scheduled for production.</p> <p><b>MATERIALS &amp; INNOVATION:</b>                      PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. While we still use our Versalok® II clamping system, GatorGrip® for handrails, Flo-Coat® steel tubing, Mira-Cote® powder coating, Mira-Therm® for play structure steps, ramps, decks and bridges, Naturtek to replicate the actual look and feel of real rocks, trees and stumps, and Gelefish play component configurations, we've also been very busy developing brand new innovative play equipment! We are honored and excited to list a few of our state-of-the-art innovations below:</p> <p>PlayCubes® Sensory Additions have been a fantastic addition to our playground equipment offerings. PlayCubes® Sensory Additions make tactile, visual, and auditory engagement easy for all kids to experience! From spiraling spinners to a textured floor insert, these components inspire greater interaction not only on the playground, but within the community.</p> <p>Our Mighty Descent™ slide is another new addition to our products. We believe that everyone deserves to experience the distinct rush of sliding! Designed with an extra-wide bedway, Mighty Descent encourages visitors of every age and ability level to share in cross-generational fun as they race down its signature slope together.</p>

Our new PlayHills™ products provide our customers with a modern take on traditional hill play, PlayHills redefine new and existing play spaces through an abundance of climbing, sensory, and social activities that all community members can experience together.

We have a variety of new rope climbers to include Tianzi™, Naica™, and Quito™. Our new Tianzi products are designed for a wide variety of potential layouts. Tianzi features rope climbing nets with patterns that challenge kids' abilities. Additional features such as a rubber balance beam and bell culminate the experience, promising fun-filled adventure for any community. Our new Naica products are inspired by Mexico's Cave of the Crystals, Naica (pronounced Ni-Ka) combines triangular climbing nets with traditional components, such as the Mighty Descent, to encourage skill development through daring exploration. When connected to other rope products like Playworld's new Quito, it can form countless RopeScapes™ full of the subterranean adventure of its namesake. Thanks to its distinct design, Naica is sure to become the crowning jewel of any playground. Our new Quito (pronounced KEE-toe) is a freestanding net climber that takes kids on a journey to the center of the web. Its daring, distinctive design offers a commanding, compelling playground presence.

We also now offer PlaySoleil™ products to optimize community safety and minimize light pollution with PlaySoleil solar lighting, the low cost, eco-friendly answer to after-hours playground security.

Our PlayTown™ products were created with input from child development and inclusive play consultants to ensure that everyone is welcome. Each item is full of whimsical details to encourage solitary, social, and imaginative play. Clear lines of sight make supervision easy.

Our Sky Towers® now provides our communities with imaginative, innovative, and unforgettable Sky Towers to evoke the exciting sensation of climbing through the sky and being one with nature.

Our new Hex Quest™ collection consists of hexagonal climbers in a variety of configurations for kids to explore. Each hex is constructed of durable rotomolded plastic and features openings to provide kids with all kinds of play paths. As they choose how to move through geometric terrain, kids will build their decision-making skills and confidence along with their physical abilities. Caregivers can also keep watch easily thanks to clear sightlines. Available in numerous layouts with varying levels of difficulty, Hex Quest encourages your whole community to connect and have fun together.

We also collaborated with The Rube Goldberg® Institute for Innovation & Creativity to develop Rube Goldberg® Miracle Machines™. These products feature levers, pulleys, slides, and switches for kids to manipulate, while also adding a touch of whimsy to any playground. These elaborate play panels are designed to thrill and engage the senses for everyone ages 2 and up, helping to develop cognitive and fine motor skills as well as provide insights into cause- and-effect relationships.

With our new Physics® Moon collection, children can feel as though they are able to soar past the stratosphere. These products feature a mix of climbing challenges, proprioceptive thrills, and social spots. This modern lineup encourages kids ages 5 – 12 years old to build their all-around skills, meet new friends, and create lifelong memories.

Our new Interactive Play panels engage children of all ages and abilities. These additions are a simple yet effective way to introduce accessible, sensory activity to community play spaces. These new panels allow children to flick colorful switches and listen to the ring of chimes.

We have developed two new, inclusive seesaws. Our Inclusive Seesaw features four seats strategically designed to allow those with mobility devices to easily transition on and off of the equipment. Handlebars are located in front of each seat for support, and an optional five-point harness is available. Additional users can also join the center. We also have our new Dennis Inclusive Seesaw, which is a fun new addition that is perfect for playground visitors of all ages and abilities. Each seat on the Dennis Inclusive Seesaw is located at transfer-level height for easy accessibility and is designed with an optional five-point harness that secures users. They were also designed with handles on the back to allow caregivers to join in the play, with an optional third user sitting in the center, using the arched rail as support.

Our Hyperbolix™ products present playground visitors with a web of challenges that test a child's proprioception and vestibular system. Rope netting and handlebars alternate on each side of the metal, octagonal frames for varied climbing. Its center can be left open for kids to go through, or it can be covered.

We also know that care providers need innovative products. So, we developed a new bench line for those moments when our playground visitors need to sit down and relax. Our Miracle + Best Buddies Buddy Bench line can provide a beautiful bench for our customers, while also supporting Best Buddies volunteers and programs serving individuals with Intellectual and Developmental Disabilities (IDDs) and their families.

		<p>Our new Quiet Grove products were intentionally designed to create a cozy retreat for playground visitors by combining the calming essences of nature with sensory activities to help children ease the stress overstimulation can cause without having to leave the playground.</p> <p>Trusted by generations of parents, teachers, librarians, and children, The Very Hungry Caterpillar and Carle's other timeless storybooks come alive through our colorfully creative products, designed to engage minds as well as bodies, our whimsical character climbers inspire all members of a community to imagine, grow, and play together. Now, kids and community members can join the Caterpillar and Butterfly on a journey full of imagination, growth, and play through our whimsical character climbers. Our new Hungry Caterpillar products are constructed of glass fiber reinforced polymer. These 30" climbers are low maintenance, UV-stable, and lightweight yet durable—making them an easy way to add a touch of creativity to any play space.</p> <p>Inspired by the elements that sustain all life on earth, we developed four independent play events that work hand in hand. The first is our Twist product, which features a series of suspended steel rings. Twist helps kids grow their strength, balance, and coordination as they climb throughout their whimsical design. A Talk Tube and flex tread panel at the ground level also inspires social and sensory play for visitors. The second is our Rock product. The four sections of our Rock steel climber are designed at increasing heights and challenge levels. Flex tread cutouts and suspended panels allow kids to build their balance and coordination as they navigate across this unique terrain. The third is our Surf product. Surf features a combination of rope and flex tread panels; this play event creates a wave-like motion for kids of all ability levels to enjoy. Kids can shift their weight as they explore throughout the center or create movement by sitting and holding on to the handholds located on either end. And last but certainly not least is our new Burst product. Burst is intentionally designed to emulate a volcano! Sounds erupt from the sensory drum at the top of this creative climber. Kids reach its peak by scaling any of the three climbing paths surrounding the center, or hang out in the interior cozy space with friends.</p>	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>While PlayPower seeks to bring communities together, inspire creativity, encourage healthy physical activity, and promote intellectual development through play across all ages, we also recognize that improving the health and wellbeing of a community begins by doing our part to sustain our planet by implementing environmentally friendly initiatives. That's precisely why we devote so much of our time and attention to our playgrounds and site furnishings. Simple design changes can make significant improvements in how children play, learn, and interact with nature. While PlayPower's overall goals are to create playground and recreational equipment that are fantastic for your budget while improving your overall community, we also strive to ensure that our equipment is friendly to Mother Nature as well. In order to ensure that our PlayPower teams are doing our part to preserve our planet, we recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Our PlayPower teams also take great pride in converting piles of used, disposed crumpled steel, along with truckloads of aluminum cans, and transforming this debris into stunning, innovative, state-of-the-art playground equipment. Our No Fault surfacing team has also prevented millions of tires from littering our US landfills by recycling them into colorful safety surfacing for playgrounds, beautiful walkways, and picturesque recreational areas with custom designed organizational logos. When our teams put recycling to work, we transform communities. We produce our equipment using as much recycled and recyclable material as possible, while still maintaining safety, durability and structural integrity. While PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, they are also made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's equipment is produced from at least 50% recyclable materials. Most importantly, our playgrounds are built with safety and longevity in mind. Our playgrounds are built to last for decades which drastically reduces carbon footprint.</p> <ul style="list-style-type: none"> <li>- PlayPower meets ISO 9001, ISO 14001 and OHSAS 45001 Standards</li> <li>- Other environmental initiatives:             <ul style="list-style-type: none"> <li>- All packing and shipping materials are 100% recyclable.</li> <li>- Recycling 95%+ of our waste.</li> <li>- Many of our raw materials contain 25% to 100% recycled content.</li> <li>- Reduced energy usage through conservation and lean manufacturing implementation.</li> <li>- Audits material content and operations for safety and environmental concerns</li> </ul> </li> </ul> <p>*Please also see PlayPower sustainability brochure included with this RFP*</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>PlayPower facilities meet ISO 9001, ISO 14001 Standards. Playworld was the first company in the industry to receive Cradle-To-Cradle certification. In 2012, Playworld's headquarters and manufacturing facilities in Pennsylvania were LEED certified by the U.S. Green Building Council.</p>	*

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What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?

#### CUSTOMER CONVENIENCE:

PlayPower is the World's Largest, Fully Integrated Manufacturer. We have a large, 1,800+ group of professional sales representatives / distributors / vendors that are ready and able to serve Sourcewell's participating agencies. We have the most diversified line of products and services in the industry. No other businesses within the industry can compare to our user-friendly, effortless one-stop shop in recreational turnkey opportunities! Our multifaceted approach provides a significant advantage for Sourcewell agencies by making recreation and playground equipment purchases an effortless and stress-free process.

#### INCLUSIVITY & CUSTOMIZATION:

We actively use PlayCreator, a PlayPower exclusive proprietary software with safety & ADA accessibility in mind. Our proprietary playground design, rules-based PlayCreator software system only allows ADA compliant design. Our teams believe that fun does not discriminate, so play must not discriminate as well. Our commitment to all of our customers is to provide accessible playground equipment in order to promote a positive play experience for communities of ALL ages and ALL physical / social / emotional abilities. We fundamentally value and pursue inclusiveness by removing barriers that hinder childhood creativity and human development. With these values in mind, our engineering teams are constantly developing innovative equipment designs that are accessible, inviting, and immersive. Our PlayPower teams are excited to work with all Sourcewell participating agencies to ensure we design the recreational equipment that meets the needs of the communities they represent.

Providing accessibility to the play space involves more than basic compliance with minimum accessibility requirements, standards, and laws. It means providing a safe and inviting space where community members of all abilities can unite and experience play together. PlayPower's playground equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas, while also giving our clients customizable creativity over their own projects.

#### QUALITY PRODUCTS:

PlayPower's commercial playground equipment, play structures, site amenities, shade products and dock systems etc. are manufactured utilizing proven processes that have been refined and enhanced over our combined 300+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to:

- Powder-coating paint system
- Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs
- Rotational molding machines, including the largest in our industry-- which provide the capacity for more innovative and fun products
- Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycling process with minimal waste.
- Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs
- MIG/TIG weld stations
- Robotic welding
- Waterjet cutting
- Fiberglass fabrication
- Custom manufacturing – one of only a few playground manufacturers in the world to offer this
  - In-house CAD design team to help create your dream playground
  - All PlayPower representatives and installers are factory trained and certified
  - PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell agencies
  - PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood hemed, etc.
  - We have recently installed a Quality Vision System in our manufacturing that tracks parts through the plant and assists in problem solving to prevent incorrect or missing parts.

#### PRODUCT SAFETY:

Nothing is more important to our PlayPower teams than providing a safe, positive, welcoming environment for children to play. PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Our commitment to providing such an environment begins with meeting and / or exceeding safety performance specifications established by professional organizations and recognized regulatory bodies such as ASTM International, CPSC, CSA and EN. Our PlayPower brands not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development. Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. Our teams have the knowledge and experience to ensure that maximum play value for children of all ages and abilities.

Our staff maintains a very active role in the development and continuation of safety and performance guidelines and standards both within the U.S., and internationally. In fact, product safety is our core foundation before the concept phase of the development process even begins. Our team ensures that safety is our number one priority through monitoring both

injury trends and market changes to proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We then rigorously test the safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed, and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirements of various standards, and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. Because customer safety and equipment reliability is our highest priority, our moving components and stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually.

We are also active members of IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation / certification from the independent laboratory that our product(s) conform to the requirements of the indicated standard. We encourage our Sourcewell members to check the IPEMA website to confirm product certification as needed, which can be found by going to <https://ipema.org>. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed at <https://ipema.org/>.

**CONTINUING EDUCATION:**

PlayPower offers professional development continuing education courses for those who share our goal of creating and inspiring innovative play solutions for communities worldwide. PlayPower is partnered with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter, however, we also record our live webinars to provide on-demand courses through our learning management system. Educational professionals, architects, landscape architects, construction professionals, non-profit organization professionals, park and recreational department professionals, or even parents can take courses from any of our 30+ on-demand course offerings. If any of our Sourcewell customers have a desire to learn more about innovative play solutions for their projects, they can count on PlayPower to assist with their continuing education or professional development accreditation. PlayPower is an approved CE provider through the American Society of Landscape Architects (ASLA).

**FINANCING:**

Financing – While financing playgrounds is not typical, PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets

**ECONOMIC IMPACT:**

Soft Goods Assembly and Rotational Molding is completed in America which has ultimately created more employment opportunities within the American economy. Not all manufacturers complete this level of in-house rotational molding or manufacturing.

**COMMITMENT & REPUTATION**

PlayPower has well over 300 combined years of business experience and is 100% committed to Sourcewell and its agencies. We have many years of experience and proven success through our previous contracts with Sourcewell and we have an established rapport with many Sourcewell agencies already. Moreover, we assist in promoting the benefits of Sourcewell contracts and strive daily to demonstrate that the partnership between PlayPower, Sourcewell, and our valuable Sourcewell agencies grows stronger year after year.

46 Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor,

As previous stated, PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent reps typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing

technician travel, and geographic locations covered.

excellent service throughout the process, so if any of our Sourcewell members have any questions or concerns about their respective warranties, each of our brands have dedicated customer support teams that are always happy to help! Below you will find warranty information for each PlayPower brand.

If any Playworld products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail for their essential purpose. Any return requests for items that are not in new condition, or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. A link to view Playworld's detailed warranty can be found here: <https://playworld.com/wp-content/uploads/2024/01/Warranty.pdf>.

If any Miracle products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyers shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Miracle's invoice. Repaired and/ or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Miracle equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Miracle's detailed warranty can be found here: [https://www.miracle-recreation.com/content/uploads/2024/01/MREC\\_2024-Warranties.pdf](https://www.miracle-recreation.com/content/uploads/2024/01/MREC_2024-Warranties.pdf).

If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyers shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped, prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or nonconforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the

terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable. Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Tikes equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Little Tikes detailed warranty can be found here: [https://littletikescommercial.com/wp-content/uploads/2023/01/LTC\\_Warranty\\_2024.pdf](https://littletikescommercial.com/wp-content/uploads/2023/01/LTC_Warranty_2024.pdf).

If a No Fault Agreement is terminated or cancelled by the purchaser / customer for convenience, then purchaser / customer must immediately notify No Fault of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations (David.Esslinger@nofault.com, Kevin.Hunter@nofault.com, and/or Rafael.Alzaga@nofault.com). All cancellations are subject to, 1) A Cancellation Fee; 2) A Restocking Fee; and 3) Reimbursement to No Fault for all costs incurred up to the date of cancellation / termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable cost reimbursement. It is essential for customers to understand and acknowledge these terms and conditions prior to placing a No Fault order. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. No Fault takes great pride in ensuring our products meet or exceed industry standards therefore, if you encounter any issues that the warranty covers, please take a look at our warranty policy for how to further proceed: (<https://nofault.com/about/manufacturing-and-warranty/>).

At USA Shade, we strive to provide high quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy: 1) No Cancellations or Changes: Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing their purchase. 2) No Returns: Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering. 3) Product Quality Assurance: We take great pride in delivering high quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email your local USA Shade representative right away. 4) Warranty Coverage: Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed (<https://www.usa-shade.com/resources/warranty/>). 5) Customer support: We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns, or if you need help with your order, your dedicated customer support team is here to help! Don't hesitate to contact us via our website's contact form (<https://www.usa-shade.com/contact-us/>), and we will gladly assist you! It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for our USA Shade products. Customers agree to abide by this return policy upon proceeding with their purchase.

Wabash Valley is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Cancellations are only accepted with approval of Wabash Valley Manufacturing. No merchandise is to be returned without first obtaining written authorization from Wabash Valley Manufacturing, Inc. Please contact us for additional assistance at email ([WVMSales@WabashValley.com](mailto:WVMSales@WabashValley.com)), advise our customer service team of the invoice number, invoice date, and reason for the return. Any authorized merchandise must be carefully packed and in resalable condition to be accepted for return. A 25% re-stocking charge applies on all authorized returns when the error is not the fault of Wabash Valley. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our Wabash Valley products are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: <https://wabashvalley.com/pages/warranty>.

EZ Dock cancellations are only accepted with the approval of our EZ Dock customer service team. The customer / purchaser must notify EZ Dock of their cancellation request, in writing, no less than 2 weeks before the scheduled shipping date. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the order can be canceled. All orders that fall within two weeks of the scheduled ship date are considered final sales and are unable to be cancelled. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be cancelled at any time. Returns are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their return request. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the product is able to be returned. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be returned at any time. If the return is approved by EZ Dock, a 20% re-stocking charge will be applied on all returned merchandise. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our EZ Dock products are backed by a warranty. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: <https://www.ez-dock.com/content/uploads/2024/05/EZ-Dock-Limited-Warranties-2024.pdf>.

If any Soft Play products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Soft Play in writing at 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 USA. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Upon verification of warranty coverage, Soft Play may elect, in its sole discretion, to repair defective or non-conforming products, or replace them. During the stated warranty period the Seller shall service any play elements which were defective without charge to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Parts required which are not defective shall be replaced at additional cost to Buyer. Buyers shall not return any products to Soft Play unless authorized by Soft Play to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at the guidance from your Soft Play Customer Service Representative. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Repaired and/ or replacement part(s) are warranted only for the remaining balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Soft Play or a Soft Play authorized reseller and are not transferable. Warranties apply only to Soft Play products that are erected and installed in conformance with Soft Play's installation instructions, and that are maintained and inspected in conformance with Soft Play maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Soft Play equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Soft Play's full warranty will be included in this RFP. We also encourage our customers to visit our website if they have any additional questions or want any additional information <https://www.softplay.com/>.

<p>47</p>	<p>Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.</p>	<p>It is important to note that when our PlayPower teams design and develop customized playground equipment, we intentionally use PlayCreator software. PlayCreator is a proprietary software that automatically factors Safety &amp; ADA Accessibility into the equipment model as the design is being built. Our design software automatically functions as a rules-based software system that commands or prompts our designers to build only ADA compliant designs and provides instant feedback when ADA compliance is achieved.</p> <p>Our outdoor playground brands each go above and beyond ADA standards and create truly inclusive play spaces.</p> <p>Little Tikes Commercial partners with Unlimited Play, a non-profit organization that uses universally accessible playgrounds to build environments where individuals on all levels can connect for a common cause. For more information about this inclusive program, we encourage our customers to visit: <a href="https://littletikescommercial.com/unlimited-play/">https://littletikescommercial.com/unlimited-play/</a></p> <p>Miracle Recreation has teamed up with Best Buddies International, a 501(c)(3) non-profit organization dedicated to supporting individuals with intellectual and developmental disabilities (IDD). For more information about this program, we encourage you visit <a href="https://www.miracle-recreation.com/best-buddies">https://www.miracle-recreation.com/best-buddies</a></p> <p>Playworld has created the 8 Keys to Inclusion, and an in-depth inclusive play design guide resource for Landscape Architects, Designers and communities. For more information about this program, please feel free to visit <a href="https://playworld.com/inclusive-play/">https://playworld.com/inclusive-play/</a></p> <p>Creating truly inclusive play spaces requires the right type of surfacing! No Fault surfacing has a variety of inclusive unitary surfacing options, including Poured in Place (PIP). For more information, please visit our website at <a href="https://nofault.com/about/inclusion/">https://nofault.com/about/inclusion/</a></p> <p>PlayPower is also partnering with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter however, we also record our live webinars in order to provide on-demand courses through our learning management system. Our local representatives are able to take part in these courses to ensure that their design strategies are innovative and inclusive. Detailed information can be found here: <a href="https://playpower.com/continuingeducation/">https://playpower.com/continuingeducation/</a></p>
<p>48</p>	<p>Identify any industry certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA, and EN standards.</p>
<p>49</p>	<p>Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.</p>	<p>At Little Tikes Commercial, we understand that the materials used in playgrounds are just as important as the design and functionality. That's why we use only the highest-quality materials, engineered for durability, safety, and fun. A three-step finishing process for posts fortifies high-tensile, cold-formed steel, resulting in exceptional durability, color fastness, and corrosion resistance. The steel we use is incredibly strong yet lightweight, making it ideal for creating the intricate shapes and structures of our play equipment. Even steel needs a little support sometimes though, so we use Zincrich internal coating on tubes including weldments. We also use Flo-Coat pure zinc galvanizing on the surface of the tubes. The process involves a continuous galvanizing technique where steel tubing passes through a molten bath of pure zinc, resulting in a uniform coating on the surface. Pure zinc offers excellent corrosion resistance, which is critical for extending the life span of steel products exposed to moisture and corrosive elements. We finish with polyester dry powder coating for vibrant color. We then coat every deck with vinyl to minimize heat transfer and promote resilience against aging and corrosion. This process makes the surface more comfortable for children. Compound resin gives our rotomolded products exceptional impact, durability, strength, and UV resistance. The color goes beyond the surface. Since it's integrated into the material, it's resistant to fading and chipping, even with prolonged exposure to the elements. Our Kid Builders structures support kids while they climb by utilizing a nonslip clamp design that's twice as strong as aluminum alloy clamps and includes tamper-resistant hardware. Our Play Builders structures feature the Direct Connect system that provides a unique dual-tempered fastener, adding strength and durability to the self-drilling tip and threads. For more information, please visit: Little Tikes Commercial: <a href="https://littletikescommercial.com/about/materials-manufacturing-process/">https://littletikescommercial.com/about/materials-manufacturing-process/</a></p> <p>At Miracle Recreation, our products are manufactured in our state-of-the-art production facility in Monett, Missouri, from materials as safe, high-quality and durable as they are fun by an expert staff of designers, innovators, engineers and fabricators. Our play equipment and structures are sturdy enough to withstand hundreds of kids playing every day, in all types of weather, so children and families can continue to enjoy them for years to come. Each piece of Miracle Recreation equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. We're committed to providing equipment that meets and/or exceeds the performance safety specifications established by</p>

organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. Miracle developed this innovative clamp design, Versalok, which makes installation more efficient by eliminating the need to stack multiple clamps. The clamps are made from a recycled aluminum alloy for added strength and durability and feature stainless-steel fasteners that resist tampering. The Gator Grip handrails and rungs of our play components feature this unique 3D textured pattern that is available only from Miracle. This textured surface was specially designed to provide a safe and comfortable grip for kids' hands and makes it easy for them to make their next moves on our equipment. We utilize a five-stage painting process starting with our stainless-steel pre-treatment system with super-durable polyester paint that delivers maximum corrosion protection in your choice of color combinations for your play environment. The Monett facility contains more than 50,000 square feet dedicated to state-of-the-art fabrication equipment and welding technologies. From tube laser cutting to our 6000W fiber-sheet laser cutter, we provide the highest level of precision cutting coupled with advanced software to minimize waste. Our welders are certified through the Canadian Weld Bureau (CWB) and we have our own CWI-certified inspector on staff, so you're assured that you receive the most durable, well-built products on the market. Our textured PVC coating produces a durable, slip-resistant surface that is ideal for high-traffic areas and provides insulation against extreme temperatures. It's available in your choice of six standard colors: red, blue, brown, tan, green or gray. Our rotational-molding facility is the most advanced in the industry. This facility houses nine rotational-molding machines with an in-house twin-screw extrusion for compounding resin that provides superior strength and durability with advanced color fastness and UV resistance — all fully supported by our highly trained rotational-molding technicians and backed with the most advanced testing equipment available. For more information please visit Miracle Recreation: <https://www.miracle-recreation.com/about-us/our-innovative-difference/>

Playworld exists to unite communities through innovative and authentic play, creating equal play opportunities for all. Craftsmanship is our hallmark. We hold true to our high-quality manufacturing heritage, building every playground with passion and pride to enrich the lives of all through unstructured, outdoor play. Our products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content. Only a few pieces of miscellaneous hardware, ropes, and mechanisms are made in modern factories in Germany and China and purchased through U.S. companies. This means that we have the utmost control over processes, materials, and testing, so we can guarantee quality through and through. Our super durable polyester powder coating is one of the longest lasting paint finishes in the industry, with the ability to resist abrasion, corrosion, and mechanical damage. We also increased UV resistance against color fading and color change to ensure that colors stay bright for years to come. Our HDPE Plastic is color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning. Our superior rotomolded plastic contains a high bond strength with improved surface contact. It holds superior color fastness while also maintaining UV resistance. It is made from 100% virgin thermally compounded resin with greater impact resistance over dry-blended plastic resin. Our Playworld easy-to-Install clamps, made of die cast aluminum, are built for precision fit and 360° compression. Our decks, platforms, and stairs contain Strong and Durable (LC) construction that is reinforced with extra support beams, then covered by a clean, safe, and colorful PVC coating. Our products are highly rust and fade resistant. We've baked our materials in dry Arizona sun and wet Florida heat to ensure superior resistance to rust and fading. Our materials and finishing are tested in 4,000 hours of salt spray. We take our products through a complete system that helps to prevent the formation of rust while also making it resistant to corrosion. This system prevents gloss and color fading while looking great for years to come. When we incorporate new materials into our products, we test them to the breaking point—even if that's hammer blows at -20°F. It's our responsibility to expect the unexpected extremes, so we test with blowtorches, wheelbarrow strikes, and more. We even test our electronics under water to ensure that our equipment is highly durable. For more information, please see Playworld: <https://playworld.com/craftsmanship/>

No Fault manufactures the highest quality safety surfacing in the industry while also preventing millions of tires from littering landfills in the United States! Our surfaces are constructed using premium materials and processes to withstand generations of activity in your community. No Fault surfaces are built to last with minimal routine maintenance. Our Poured-In-Place Surfacing (PIP) is a rubber surfacing comprised of two layers that is poured in place on-site to create a unitary surface for endless applications. The base cushioning layer consists of shredded recycled rubber tires. The top layer consists of Ethylene Propylene Diene Monomer (EPDM) which is made mostly from recycled materials, or Thermoplastic Vulcanizates (TPV) rubber granule and a binder to hold the granules together. Our Loose Rubber Mulch is made from 100% recycled rubber nuggets. The rubber comes from recycled tires. It is organically colored with UV protectors and is non-toxic. Bonded Rubber Mulch from No Fault consists of a single pour of shredded rubber mulch made from recycled rubber. It is blended with traditional polyurethane adhesive binder and poured in place to create a unitary surface. The Synthetic Turf from No Fault features proprietary sports performance fibers that are made from polyethylene slit tape. For more information, please visit No Fault: <https://nofault.com/about/manufacturing-and-warranty/>.

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
51	Describe how your offering addresses the customer's desire to customize the offering.	All PlayPower brands can provide customization. Our playground engineers are able to design and customize to just about any imagination to include themed playgrounds.

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	Details are below.
53		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: Hasley Recreation, Inc. Territories Served: Georgia and Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
54		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: Webuildfun, Inc Territories Served: Texas, New Mexico, Michigan, Florida PlayPower Brand Representative: Miracle Recreation Equipment Company  Representative Business Name: Site Specifics LLC Territories Served: Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company  Representative Business Name: Miracle of KY & TN Territories Served: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company  Representative Business Name: Hasley Recreation, Inc. Territories Served: Georgia, Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
55		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Representative Business Name: Playworx Territories Served: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial
57		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

58		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Representative Business Name: All Inclusive Rec LLC Territories Served: Missouri, Kansas, Illinois PlayPower Brand Representative: Little Tikes Commercial</p> <p>Representative Business Name: Creative Recreation LLC Territories Served: Connecticut, Rhode Island, Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company</p> <p>Representative Business Name: Park Place Recreation Designs, Inc. Territories Served: South Texas PlayPower Brand Representative: Miracle Recreation Equipment Company</p> <p>Representative Business Name: Garrett &amp; Company, Inc. DBA Garrett Parks &amp; Play Territories Served: Utah, Idaho, Montana, Western Wyoming PlayPower Brand Representative: Miracle Recreation Equipment Company</p> <p>Representative Business Name: Playworx Territories Served: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial</p> <p>Representative Business Name: Miracle of KY &amp; TN Territories Served: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company</p>
59		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
60		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Representative Business Name: Miracle of KY &amp; TN Territories Served: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company</p>

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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61	Describe your payment terms and accepted payment methods.	<p>We do not typically accept payments direct to PlayPower. Once the equipment is manufactured and has shipped to the customer's assigned shipment destination, an invoice is simultaneously mailed to the customer's address from the corresponding PlayPower company with payment terms of 30 days from date of the invoice. Payments may be made to the respective brand directly (ie. Miracle, Little Tikes, Playworld, No Fault, Soft Play, Wabash Valley, EZ Dock, or USA Shade) however payments are often submitted to the local brand distributor / vendor directly. Please refer to the local representative / distributor for detailed payment information. In order to confirm representative / distributor information, PlayPower has provided Sourcewell with a list of our representatives for each brand with this RFP. We also include links below to further assist our Sourcewell participating agencies with locating their local representative/distributor:</p> <ul style="list-style-type: none"> <li>- Miracle's Rep Locator can be found here: <a href="https://www.miracle-recreation.com/contact/rep-locator/">https://www.miracle-recreation.com/contact/rep-locator/</a></li> <li>- Little Tikes Rep Locator can be found here: <a href="https://littletikescommercial.com/find-a-rep/">https://littletikescommercial.com/find-a-rep/</a></li> <li>- Playworld's Rep Locator can be found here: <a href="https://playworld.com/find-representative/">https://playworld.com/find-representative/</a></li> <li>- EZ Dock's Rep Locator can be found here: <a href="https://www.ez-dock.com/find-a-dealer/">https://www.ez-dock.com/find-a-dealer/</a></li> <li>- USA Shade's Rep Locator begins at this link: <a href="https://www.usa-shade.com/request-a-quote/">https://www.usa-shade.com/request-a-quote/</a></li> <li>- Wabash Valley's Rep Locator begins at this link: <a href="https://wabashvalley.com/pages/contact">https://wabashvalley.com/pages/contact</a></li> <li>- No Fault's Rep Locator can be found here: <a href="https://nofault.com/find-a-rep/">https://nofault.com/find-a-rep/</a></li> <li>- Soft Play's Rep Locator begins at this link: <a href="https://www.softplay.com/contact-us/">https://www.softplay.com/contact-us/</a></li> </ul> <p>Sourcewell members will also have a designated PlayPower contact for questions regarding our Sourcewell contract. Should questions arise, they can reach out to PlayPower's designated Sourcewell Contracts Manager, Brandy Clory, at <a href="mailto:brandy.clory@playpower.com">brandy.clory@playpower.com</a> for assistance.</p> <p>PlayPower's accepted payment methods are check, wire, ACH, and Credit Card.</p>
62	Describe any leasing or financing options available for use by educational or governmental entities.	<p>If budget is a concern for our customers with their playground purchases, they have the ability to take advantage of a government financing program through NCL Government Capital. PlayPower has partnered with NCL to offer Sourcewell agencies with a complete suite of finance solutions. NCL is the only Sourcewell-awarded vendor offering government financing programs to the cooperative members. The power of cooperative purchasing now stands even stronger. Agencies can purchase the highest quality recreation and playground equipment in the industry with a competitively bid PlayPower Inc. contract and finance that new purchase with a competitively bid government financing program through NCL Government Capital. NCL (Sourcewell contract #092424-NCL) and is an industry expert in municipal financing solutions The NCL website can be found here: <a href="https://nclgovcap.com/sourcewell/">https://nclgovcap.com/sourcewell/</a>. NCL offers leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.</p> <p>To further assist our customers, we have noted links to our funding / financing resources within each brand's website:</p> <ul style="list-style-type: none"> <li>- Miracle: <a href="https://www.miracle-recreation.com/planning/budgeting-and-grants/leasing-financing/">https://www.miracle-recreation.com/planning/budgeting-and-grants/leasing-financing/</a></li> <li>- Little Tikes Commercial: <a href="https://littletikescommercial.com/funding/financing/">https://littletikescommercial.com/funding/financing/</a></li> <li>- Playworld: <a href="https://playworld.com/financing/">https://playworld.com/financing/</a></li> <li>- Soft Play: <a href="https://www.softplay.com/resources/capabilities/financing/">https://www.softplay.com/resources/capabilities/financing/</a></li> <li>- EZ Dock: <a href="https://www.ez-dock.com/contact-form/">https://www.ez-dock.com/contact-form/</a></li> <li>- Wabash Valley: <a href="https://wabashvalley.com/pages/contact">https://wabashvalley.com/pages/contact</a></li> <li>- No Fault: <a href="https://nofault.com/resources/">https://nofault.com/resources/</a></li> <li>- USA Shade: <a href="https://www.usa-shade.com/resources/funding/">https://www.usa-shade.com/resources/funding/</a></li> </ul>
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement	<p>Customer agrees to regularly inspect and maintain their purchased equipment, and to provide, inspect and maintain appropriate safety</p>

(order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.

surfacing under and around the equipment, in accordance with the appropriate product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

- In the event of payment default, each of our PlayPower brands shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customers agree to assist and cooperate with each of their respective PlayPower representatives and / or PlayPower team members, to accomplish its filing and / or enforcement of liens with respect to the equipment or its location or its repossession of the equipment. Customer expressly waives all rights to possess the equipment after an event of default. All remedies are cumulative and not alternative, and no exercise (by each of our respective brands) of a remedy will prohibit or waive the exercise of any other remedy.

- Our PlayPower brands make no equipment warranties except for those standard warranties noted. Each of our brands specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for incidental or consequential damages. Customer agrees to defend, indemnify, and save PlayPower and their respective brands, harmless from all claims of any kind for damages of any kind arising out of customers alternation of the equipment, its failure to maintain the equipment, its failure to properly supervise equipment use, or its failure to provide and maintain appropriate types and depths of safety surfacing beneath and around the equipment in accordance with respective installation and owner's manuals and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

- Upon receipt of equipment / materials, until all contractual payments due hereunder are paid in full, customer shall not: (1) permit the equipment / materials to be levied upon or attached under any legal process; (2) transfer title to the equipment / materials or any of customer's rights therein; or (3) remove or permit the removal of the equipment / materials to any location without signed and written permission from a PlayPower corporate officer or a PlayPower authorized signatory.

- PlayPower and their respective brands will retain full title to all equipment until full payment is received. Upon acceptance of equipment / materials, customer then assumes all risk of loss, destruction of, or damage to the equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, customers must insure the equipment against all such losses and casualties.

- Our PlayPower brands may elect to waive a default hereunder, or under any invoice or other agreement between customer and PlayPower and their respective brands, or cure such a default at customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by a PlayPower corporate officer or a PlayPower authorized signatory. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PlayPower and their respective brands hereunder or under any invoice.

- A fully executed order, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive exchange / agreement between all parties. A Change Order is a written instrument signed by the customer and PlayPower, their respective brands, and / or their authorized representatives stating their agreement as to any amendment in the terms of the original order. The customer acknowledges that Change Orders may result in delays and additional costs beyond the original agreement. The parties agree that all Change Orders should include appropriate adjustments in price and time frames relating to any requested amendments. Upon agreement and full execution of the terms of a change of order, the most current agreement shall supersede previous agreements and become binding.

		- Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, unfortunately the benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$50,000 so the real benefits of P-card would not be recognized.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated above, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): - \$1,500,000 to \$2,999,999 = 1% rebate - \$3,000,000 to \$4,999,999 = 2% rebate - \$5,000,000 and up = 3% rebate	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At PlayPower, we are able to deliver a multifaceted approach by making recreation and playground equipment purchases an effortless and stress-free process for Sourcewell participating agencies. Our representatives are able to supply a variety of open market products and services, customized to meet the individual needs of Sourcewell agencies. Open-market products and services are coordinated by our independent representative / distributor networks and may vary in availability depending on location, size, and scope of the project. While PlayPower doesn't typically bill the customer directly, in the event we are directly billing, PlayPower will simply do a pass through on these services without adding a mark-up on the price agreement.	*

69	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only that are procured, or more often, a turnkey solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. These services are not automatically provided upon purchase unless they are specifically requested and agreed upon by the customer and PlayPower or their respective affiliates. These services may be coordinated by our independent representative / distributor / vendor networks and must be noted in the written agreement and agreed to by both the customer and PlayPower or their respective brands / distributors. In the event PlayPower is billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size, and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.</p> <p>Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.</p>	*
70	<p>If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight costs will vary based on destination and equipment weight, therefore freight will be evaluated by our PlayPower shipping departments and quoted by our affiliates as a separate line item. PlayPower does not apply discounts to freight, however, our shipping department promises to provide the best available rate and pass that rate along to our Sourcwell agencies during the quoting process.</p>	*
71	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Freight charges will be evaluated on a case-by-case basis by PlayPower's shipping department, according to the customer delivery location and degree of transport complexity. The best available rate and service will then be passed on to the Sourcwell member during the quote process. Orders will not be processed without first notifying the Sourcwell member of the associated cost of freight.</p>	*
72	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Whenever necessary, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. This reduces cargo handling, improves security, reduces potential for damage and loss, and also allows freight to be transported faster. Ultimately these transportation methods not only reduce freight costs for our Sourcwell members, but they also preserve the integrity of their equipment / materials during transport.</p>	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system immediately prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO before they are able to proceed with the order. The order entry system also checks to ensure minimum discount compliance.</p> <p>Sourcewell orders are reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee.</p> <p>In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis.</p> <p>Sourcewell sales tracking is included in PlayPower's corporate budgeting process.</p> <p>PlayPower has a dedicated Sourcewell contracts manager to specifically assist Sourcewell members and internal PlayPower representatives / vendors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy.</p>	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>PlayPower has a dedicated Sourcewell Contracts Manager to specifically assist Sourcewell agencies and internal PlayPower representatives / distributors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy. Quarterly reporting conducted by our dedicated Sourcewell contract manager will offer a precise measure of our success with our Sourcewell contract. Our contracts manager will also be responsible for forwarding Sourcewell training opportunities to PlayPower staff members and representatives, in addition to providing contractual updates to the PlayPower team.</p>	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to Sourcewell members directly from PlayPower or through our independent representative/distributor/dealer network.</p>	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>We greatly appreciate the Sourcewell customers that we serve, and we intend to continue to provide them with a positive experience, along with offering them the best possible pricing.</p>

**Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Playground Equipment Fitness Equipment Shade structures – freestanding and playground equipment integrated Safety Surfacing – unitary, loose fill, tile, rubber Boat Docking Systems – boat & PWC lifts, swim platforms Indoor contained play systems Site amenities, benches tables etc. Outdoor Recreational furnishings
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Custom Play Equipment Freestanding play equipment ADA/Inclusive Playground Equipment Rocks and Rope Play Nature Play Play Sculptures Musical Play Early Childhood Play Equipment Outdoor Park Benches Outdoor Tables / Picnic Tables Litter Receptacles Bollards Planters Outdoor Grills Adult & Youth Outdoor Fitness Equipment Outdoor Training Systems Sports Equipment Surfacing – unitary, loose fill, tile, rubber pour-in-place Slides Sports Courts Modular Docking Systems Boat Lifts PWC Lifts Kayak & Canoe ADA Accessible Launches Access Walkways & Floats Habitat Observation Platforms Waterway Work Platforms Mining Platforms Wetlands Walking Trails Fishing Piers Swimming Platforms Campsite Platforms Specialty Equipment ADA Accessible Ramps Concrete Curbing Sidewalks Site Inspections Equipment Installation & All Corresponding Site Works

**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Include which ones you are offering
79	Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to:  a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;	<input type="radio"/> Yes <input checked="" type="radio"/> No	See comments below.

80	<p>Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to:</p> <p>a) Benches, picnic tables, bike racks, waste receptacles;                  b) Dog Park solutions;                  c) Playground and aquatic surfacing and fall protection;                  d) Shade coverings</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>	See comments below.	*
81	<p>Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to:</p> <p>a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as:                  i. Cardio training;                  ii. Strength, agility, and mobility training; and                  iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.</p>	<p><input type="radio"/> Yes  <input checked="" type="radio"/> No</p>	See comments below.	*
82	<p>Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to:</p> <p>a) Playgrounds                  and at least one of the following:</p> <p>b) Water Play or Aquatic Equipment (See Category 1, above);                  c) Outdoor Site Amenities and Furnishings (See Category 2, above); and                  d) Outdoor Fitness (See Category 3, above).</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>PlayPower's EZ Dock brand has been helping industrial, commercial, government and residential clients get better access to the water through our floating boat docks for many years. We design all of our EZ Dock products to be fully customizable. Our Wabash Valley brand offers site amenities such as outdoor benches, picnic tables, bike racks, and waste receptacles that add functional and beautiful accessories to any outdoor space. USA Shade provides fabric shade structures which can be a great addition over playground equipment, site amenities, or as an independent structure. Our No Fault brand offers durable, high quality safety surfacing as a perfect addition to any of our playground systems or as standalone décor for a beautiful outdoor walkway. Little Tikes, Miracle Recreation and Playworld are known for encouraging outdoor active play and exercise for children and adults alike, by manufacturing different styles of fitness equipment / fitness stations. Our durable, user-friendly outdoor fitness stations help develop physical skills such as strength, coordination, and balance which are often accompanied by signs or illustrations explaining how to properly use the equipment. Our Little Tikes, Miracle, Playworld, and Softplay brands combined deliver innovative playground solutions for all ages and abilities that exceed safety standards, foster greater inclusion, and last for generations. Together, our PlayPower brands are excited to show our Sourcewell members how powerful play can be!</p>	*
83	<p>Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.</p>	<p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p>	<p>In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work may be provided.</p>	*

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 84. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
  - [Pricing](#) - !Sourcewell Contract #101625 PlayPower Price Lists.zip - Wednesday October 15, 2025 23:49:40
  - Financial Strength and Stability (optional)
  - [Marketing Plan/Samples](#) - !PlayPower-Marketing.zip - Thursday October 16, 2025 15:05:34
  - [WMBE/MBE/SBE or Related Certificates](#) - !PlayPower Rep Lists.xlsx - Thursday October 16, 2025 00:22:36
  - [Standard Transaction Document Samples](#) - !PlayPower COI - Warranties.zip - Thursday October 16, 2025 15:14:28
  - Requested Exceptions (optional)
  - Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
  - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
    - (i) Those prices;
    - (ii) The intention to submit an offer; or
    - (iii) The methods or factors used to calculate the prices offered.
  - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brandy Clory, Contracts Manager, PlayPower Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 3 Playground Equipment Outdoor Fitness RFP 101625</b> Fri October 3 2025 04:18 PM	<input checked="" type="checkbox"/>	4
<b>Addendum 2 Playground Equipment Outdoor Fitness RFP 101625</b> Wed October 1 2025 11:49 AM	<input checked="" type="checkbox"/>	3
<b>Addendum 1 Playground Equip Outdoor Fitness RFP 101625</b> Wed September 24 2025 01:18 PM	<input checked="" type="checkbox"/>	2

**March 26, 2026**

Sergio Montero  
City of Los Angeles Recreation and Parks Department  
221 North Figueroa St., Second Floor, Suite 200  
Los Angeles, Ca, 90012

Mr. Montero,

As included in PlayPower's contract #101625-PLP with Sourcewell, the City of Los Angeles, and any public or non-profit agency, is allowed to piggyback on our contract. We are thrilled that the City of Los Angeles has chosen to utilize this contract and we look forward to continuing to work with the City.

Kind Regards,



Rich Albright  
Chief Revenue Officer  
PlayPower, Inc.

**ATTACHMENT A**

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

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions 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](http://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](http://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**

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

<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC _____ <i>Statutor</i> y EL _____
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**General Liability**

<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	<input type="checkbox"/> _____ Sexual Misconduct _____	
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**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

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**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

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

<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____	
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**Pollution Liability**

\_\_\_\_\_

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

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**Crime Insurance**

**Other:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND  
NON-COLLUSION AFFIDAVIT 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, Rich Albright

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

Chief Revenue Officer (CRO)

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

Is of PlayPower, Inc.  
(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.

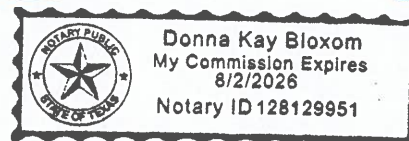
I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

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

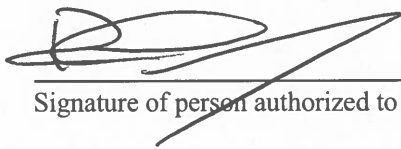
All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure 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.”



03/10/2026

Signature of person authorized to bind proposer

Date

## SECTION C

### CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

### **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 Bids, Requests for Bids, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit Bids 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.**

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response



## SECTION D

### CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

<http://bca.lacity.org/>

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Bidder shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

All Bidders shall complete and return, with their Bid, the Responsibility Questionnaire (Exhibit E), see attachment file for Questionnaire) included in the Exhibit Section. Failure to return the completed questionnaire may result in a Bidder being deemed non-responsive. (CRO RFB Language – rev 7/1/03)

#### ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt in accordance with the provisions of the ordinance, this contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its Bids to the responsibility questionnaire within thirty calendar days after any change to the Bids previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

2. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
3. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
5. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

#### **INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal/bid/submission of qualification (Including All Pages Following).

# CITY OF LOS ANGELES

## CONTRACTOR RESPONSIBILITY ORDINANCE (Los Angeles Administrative Code Section 10.40 et seq.)

### 1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

### 2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

### 3. Who is responsible for the administration and enforcement of the Ordinance?

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

### 4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Bids and Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer's responsibility, as well as any information contained in the Office of Contract Compliance's Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer's prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the proposal/bid/submission of qualification. If a bidder/proposer does not submit a completed Questionnaire with the proposal/bid/submission of qualification, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to "sole-sourced" contracts, so the completed Questionnaire from a proposed "sole-sourced" contractor must be forwarded to the appropriate DAA for posting.

**How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**11. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**12. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**13. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**14. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**15. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

### **What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

### **16. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

### **17. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

- (1) Agreements exempt from all the CRO requirements:
  - Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
  - Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
  - Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.
- (2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.
  - Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
  - Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
  - Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

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### **18. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

**A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION**

PlayPower Inc.

Business Name	Contractor's License Number		
11515 Vanstory Drive, Suite 100	Huntersville	NC	28078
Street Address	City	State	Zip
Brandy D. Clory, Contracts Manager	417-354-2509		
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated 2 / 23 / 2022.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated \_\_\_/\_\_\_/\_\_\_ was submitted by the firm.

**B. BUSINESS ORGANIZATION / STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: 10 / 01 / 1993 State of incorporation: Delaware

List the corporation's current officers.

President: Bryan Yeazel

Vice President: Rich Albright

Secretary: David Starr

Treasurer: Cary Glay

List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

(Use this space. If you need additional space, you can attach a document)

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes  No

If **Yes**, explain the relationship between your firm and the associated firm(s). Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?  
 Yes  No

If **Yes**, list the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?  
 Yes  No

If **Yes**, list all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?  
 Yes  No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied construction bonding?  
 Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

6. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

7. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

Yes  No

If Yes, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

**E. INSURANCE**

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

9. Indicate the status of your firm's current workers' compensation insurance policy (check one):

**Workers' Compensation Insurance Policy Currently in Effect**

**Legally Self-Insured**

**No Workers' Compensation Policy Currently in Effect\***

\*If you do not have a worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation.

(Use this space. If you need additional space, you can attach a document)

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, provide an explanation below.

YR. 1: <sup>2025</sup> EMR-1: .51 YR 2: <sup>2024</sup> EMR-2: .43 YR. 3: <sup>2023</sup> EMR-3: .59

(Use this space. If you need additional space, you can attach a document)

11. Within the past five years, has your firm employed workers that were not covered under workers' compensation insurance or state approved self-insurance?

Yes  No

If Yes, explain each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

(Use this space. If you need additional space, you can attach a document)

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in operation? 33 Years.

13. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

Yes  No

If Yes, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

14. List all contracts that require similar work as the current bid/proposal in which your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years. If your firm has had more than 10 contracts with similar work with any private or other governmental entities, then use the 10 more recent (and most similar) contracts. For each contract listed in response to this question,

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include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

16. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17A. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

17B..Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

Yes  No

If Yes, please enter the date of the Notice(s).

--

## G. DISPUTES

18A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?

Yes  No

(b) Work performance on a contract?

Yes  No

(c) Employment-related litigation brought by an employee?

Yes  No

18B. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s), the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

--

19. Does your firm have any outstanding judgments pending against it?

Yes  No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

--

20. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes  No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

--

**H. COMPLIANCE**

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

- 21A. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on page 12:

Yes  No

- 21B. If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

22. Within the past five years, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

Yes  No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

23. In the past five years, has your firm, any of its owners, partners, or officers, been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

24A. Provide the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

(Use this space. If you need additional space, you can attach a document)

24B. Provide the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

(Use this space. If you need additional space, you can attach a document)

**I. BUSINESS INTEGRITY**

For the following questions, the term "firm" includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term "owner(s)" does not include its stock owners.

25A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

(a) Is a governmental entity or public utility currently investigating your firm for making a false claim or material misrepresentation?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made a false claim or material misrepresentation?

Yes  No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a false claim or material misrepresentation to any governmental entity or public utility?

Yes  No

25B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

26. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the

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bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery?

Yes  No

If Yes, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

**TERMS OF ACCEPTANCE AND SIGNATURE:**

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

**Electronic Signature:**

  
\_\_\_\_\_  
*Signature*

03/10/2026

*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 to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

**ATTACHMENT A: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21A**

Check **Yes** in response to Question No. 21A if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES****Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES****California's Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers' compensation self insurance plans
- Workers' Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractor's State Licensing Board

**California's Department of Justice****LOCAL ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

## **SECTION E**

### **CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

#### **INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

**Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.**

**PlayPower Inc. 11515 Vanstory Drive, Suite 100, Huntersville, NC 28078**

Company Name, Address and Phone Number

  
Signature of Officer or Authorized Representative

**03/10/2026**

Date

**Rich Albright, Chief Revenue Officer**

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

**SECTION F**  
**LIVING WAGE ORDINANCE**  
**AND**  
**SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**PREVAILING WAGES (If Applicable)**

A contract awarded hereunder may require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal/bid/submission of qualification prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

# CITY OF LOS ANGELES

## LIVING WAGE ORDINANCE

### (Los Angeles Administrative Code Section 10.37 et seq.)

#### 1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$12.00) per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

#### 2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

#### 3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

**4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

**6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

**7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

**8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to One Hundred Dollars (\$100.00) for each day the violation remains uncorrected.

**9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

#### **11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

#### **12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
  - (1) The assistance given in a twelve (12) month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
  - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children twelve (12) years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.

Form OCC/LW-10 (Rev. 6/09)

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
  - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
  - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:  
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
  - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LW-10).
    - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
    - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
    - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). **REQUIRES COUNCIL APPROVAL.**

## LWO –DEPARTMENTAL EXEMPTION APPLICATION

### EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the <b>highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>▪ The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>▪ Therefore, even if a 501(c)(3) organization meets the salary test, <b>Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</b></li> <li>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li>2. <b>ANSWER</b> the following questions:               <ol style="list-style-type: none"> <li>A. <b>STATE</b> the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY B by 8:</b> \$ <u>0</u> _____</li> </ol> </li> <li>3. Based on Question 2 above, is A less than C?  <input type="checkbox"/> YES <input type="checkbox"/> NO                If NO, your company is <b>NOT</b> eligible for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. <b>If you have employees in the future, you must comply with the Ordinance.</b>	Fill and Submit the LW-18 Form.
I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that <b>should the entity listed above cease to qualify</b> for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, <b>the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.</b>	
Print Name of Person Completing This Form _____ Title _____ Phone # _____	Signature of Person Completing This Form _____ Date _____
<b>ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.</b>	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____	
Approved / Not Approved – Reason: _____	
By Analyst: _____ Date: _____	

# LWO EXEMPTION APPLICATION

OCC APPROVAL REQUIRED

**This application for exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

CONTRACTOR INFORMATION:
1. Company Name: _____ Phone #: _____
2. Company Address: _____
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services provided that the grant funding agency indicates in writing that the provisions of the Ordinance should not apply.	A copy of the State or Federal grant-funding agency's determination to the OCC.
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> CFAR: First Year Financial Assistant Recipient <input type="checkbox"/> CFAR: Employing Fewer than Five Employees <input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs <input type="checkbox"/> CFAR: Exemption for Certain Employees	1. Memo justifying the exemption 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> Collective bargaining agreement	A copy of the CBA with the superseding language clearly marked. In addition, Employers servicing the Airport must provide a copy of the most current payroll. Airline Food Caterers must provide payrolls and health benefit statements.
<input type="checkbox"/> Student work-study or employment program	Documentation detailing program policies and guidelines, and the amount paid to the students

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form	
Title	Phone #	Date

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:
Dept: _____ Contact: _____ Phone #: _____ Contract #: _____
OCC USE ONLY:
Approved / Not Approved – Reason: _____
By Analyst: _____ Date: _____

**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION**  
**ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least twelve (12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

## **SECTION G**

### **MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

<https://ethics.lacity.org/contracts/bidders/>

#### **INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing       Amendment: Date of Signed Original 10/09/2017 Date of Last Amendment 02/23/2022

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)	
Bidder Name <b>PlayPower, Inc.</b>		
Address <b>878 E Highway 60, Monett, MO 65708</b>		
Email Address <b>brandy.clory@playpower.com</b>	Phone Number <b>417-354-2509</b>	

## Certification

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

**Rich Albright**

Name

**Chief Revenue Officer**

Title

Signature

**03/10/2026**

Date

Schedule A - Bidder's Principals

Please identify the names and titles of all the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Name: Bryan Yeazel Title: President, CEO  
Address: 2580 Esters Blvd, Suite 100, DFW Airport, TX 75261

Name: Cary Glay Title: Treasurer  
Address: 2580 Esters Blvd, Suite 100, DFW Airport, TX 75261

Name: David Starr Title: Secretary  
Address: 2580 Esters Blvd, Suite 100, DFW Airport, TX 75261

Name: Rich Albright Title: Chief Revenue Officer  
Address: 11515 Vanstory Drive, Suite 100, Huntersville, NC 28078

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

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

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

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

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

Check this box if additional Schedule A pages are attached.

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name <b>Miracle Playground Sales of S. CA, Rob Fryhoff</b>
Subcontractor's Address <b>9106 Pulsar Ct, Unit C, Corona, CA 92883</b>

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name <b>Miracle Playground Sales - Kevin Spence</b>
Subcontractor's Address <b>9106 Pulsar Ct, Unit C, Corona, CA 92883</b>

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

## Schedule B - Subcontractors and Their Principals

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name Pacific Park & Playground, Guy Donahoe
Subcontractor's Address 1747 Colgate Dr. Thousand Oak, CA 91360

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

**Schedule B - Subcontractors and Their Principals**

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets the threshold.

Subcontractor's Name <b>Dave Bang Associates – Eric Huber</b>
Subcontractor's Address <b>1885 N Main St, Orange, CA 92865</b>

Please check one of the following options:

This subcontractor has one or more principals.  Yes\*  No

*\* Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Check this box if additional Schedule B pages are attached.

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

## SECTION H

### CONTRACTOR WORKFORCE INFORMATION (LOS ANGELES RESIDENCE INFORMATION)

All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all respondents to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total work force employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

### INSTRUCTIONS

All Respondents **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.

## CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: PlayPower, Inc.

### I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
11515 Vanstory Drive, Suite 100 Huntersville, NC 28078	Approx 1,800	0.002%	4%

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

### II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles
N/A	N/A	N/A	N/A

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

## SECTION I

### **NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION**

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

All construction contracts and non-construction contracts of \$25,000 or more with the City of Los Angeles shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. Effective July 1, 2016 the Non-Discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for contractors to complete affidavits on RAMPLA. By affixing its signature to a contract, the contractor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a contractor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions.

Bidders/respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/Uploads/eo/NDEEOAAP%20Admin%20Code.pdf>

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

### **INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

# CITY OF LOS ANGELES

## **NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

### **I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause**

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

### **II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions**

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

- A.** During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
  
- B.** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section [371](#) of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for proposals/bids/submission of qualification packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual proposal/bid/submission of qualification is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded

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

**Equal Employment Practices Provisions Certification –**

**The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

PlayPower, Inc.

COMPANY NAME

11515 Vanstory Drive, Suite 100

ADDRESS

Huntersville, NC 28078

CITY, COUNTY, STATE, ZIP



AUTHORIZED SIGNATURE

Rich Albright, Chief Revenue Officer

NAME AND TITLE (TYPE OR PRINT)

(929) 496-8897 / rich.albright@playpower.com

TELEPHONE/E-MAIL

## SECTION J

### 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.

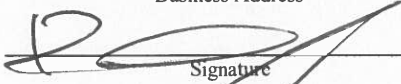
All Requests for Proposals/Bids/Submissions of Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals/bids/submissions of qualifications for prospective contracts with the City. **All bidders 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.

PlayPower, Inc.  
Business Name  
11515 Vanstory Drive, Suite 100  
Huntersville, NC 28078  
Business Address

(929) 496-8897  
Telephone No.

  
Signature

Chief Revenue Officer  
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)  03/10/2026  
(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 K**

### **IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposal/bid/submission of qualification for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at

<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>

#### **INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

# **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposal/bid/submission of qualification for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE (1)** of the options shown below.

**OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i> <b>PlayPower Inc.</b>		<i>BTRC(orn/a)</i> <b>43-1681424</b>
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> <b>Rich Albright, Chief Revenue Officer</b>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

**OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal/bid/submission of qualification for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Appr oval (Signature)</i>	<i>(Print Name)</i>

## **SECTION L**

### **AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ, RFB, RFP, RFI must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

#### **INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board with your Response to this RFQ, RFB, RFP, RFI. The agreement number will be added to conform to the contract once fully executed.

**CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS  
WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: PlayPower, Inc.

Richard A. BRIGHT - CEO 

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

**SECTION M**  
**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: N/A

If Bidder has no permit number, check box below and sign.

No Permit Number: [ ] \_\_\_\_\_

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

Date: 03/27/2026

**SECTION N**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET/  
GOVERNMENTAL PROJECT SHEET**

**CONTRACTOR KEY EMPLOYEE REFERENCE SHEET  
CONTRACTOR MUST USE THIS FORM**

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

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Name of Employee Ryan Fryoff Title Independent Miracle Representative for Miracle Playground Sales  
Years Experience 30 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information Miracle Playground Sales has sold and installed Miracle Recreation products since 1996.  
Direct Website can be found here: <https://www.miracleplayground.com/>

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Name of Employee Guy Donahoe Title Independent Little Tikes Representative for Pacific Park & Play  
Years Experience 37 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information Pacific Park & Play has sold and installed Little Tikes products since 1989.  
Direct Website can be found here: <https://pacificparkandplay.com/>

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Name of Employee Dave Bang Title Independent Playworld Representative for Dave Bang Associates Inc.  
Years Experience 40 Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information Dave Bang Associates has sold and installed Playworld products for over 40 years.  
Direct Website can be found here: <https://www.davebang.com/>

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

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Name of Employee \_\_\_\_\_ Title \_\_\_\_\_  
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_  
Other Pertinent Information \_\_\_\_\_

**SECTION O**  
**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: Rich Albright Title: Chief Revenue Officer

Signature:  Date: 03/10/2026

Firm's Name: PlayPower, Inc. Phone: (929) 496-8897

Firm's Address: 11515 Vanstory Drive, Suite 100, Huntersville, NC 28078

Street,

City, State

Zip

## **SECTION P**

### **BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFB must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

#### **INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFB after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

You may register On Line as a new business in the City of Los Angeles, or renew your Business Tax Registration Certificate at: <http://finance.lacity.org/online-taxpayer-services>

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name:

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS			
						-							

New Format:

ACCOUNT NUMBER													FUND		CLASS					
									-					-						

State effective dates here: to

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your proposal/bid/submission of qualification.

IF YOU HAVVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

						-		
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Explanation:

## SECTION Q

### CITY-APPROVED PROOF OF INSURANCE

Evidence of sufficient insurance as specified on the 146 Insurance Requirements Form (see Section II Compliance Package) must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing KwikComply at <https://kwikcomply.org/>. Additional instructions and information on complying with City insurance requirements can be found at: <http://cao.lacity.org/risk>

# 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 non- payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named

Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

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](http://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.

#### **INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 146 (see separate exhibit attached to RFQ, RFB, RFP) and have all insurance documents submitted and approved prior to execution of the contract. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ, RFB, RFP.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
02/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Playpower Holdings, Inc. 11515 Vanstory Drive #100 HUNTERSVILLE NC 28078 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: James River Insurance Company		12203
	INSURER B: Pennsylvania Manufacturers' Assoc Ins Co		12262
	INSURER C: Allied World Assurance Company (US) Inc		19489
	INSURER D: Columbia Casualty Company		31127
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 570117962087      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	000959656 SIR applies per policy terms & conditions	10/01/2025	10/01/2026	EACH OCCURRENCE	\$1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
								GENERAL AGGREGATE	\$2,000,000
								PRODUCTS - COMP/OP AGG	\$2,000,000
								SIR	\$500,000
B	X	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$1,000 Ded. Comp <input checked="" type="checkbox"/> \$1,000 Ded. Collision		Y	152500 0652321 AOS	10/01/2025	10/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
								BODILY INJURY (Per person)	
								BODILY INJURY (Per accident)	
								PROPERTY DAMAGE (Per accident)	
C	X	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			03140086	10/01/2025	10/01/2026	EACH OCCURRENCE	\$5,000,000
								AGGREGATE	\$5,000,000
B	X	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	2025750652321	10/01/2025	10/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
								E.L. EACH ACCIDENT	\$1,000,000
								E.L. DISEASE-EA EMPLOYEE	\$1,000,000
								E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

RE: Sourcewell Contract Number: 101625-PLP. Sourcewell and its Participating Entities, including their officers, agents and employees are included as Additional Insured in accordance with the policy provisions of the General Liability policy. Regarding the General Liability and Automobile Liability coverages, regardless of any requirement to the contrary, insurance provided to the Additional Insured is excess over the Self-insured amount and where the insured provides liability insurance on a primary, excess, contingent or any other basis, coverage will apply per the policy terms, conditions and exclusions. A waiver of Subrogation is granted in favor of Sourcewell in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

<b>CERTIFICATE HOLDER</b>  Sourcewell 202 12th Street Northeast PO Box 219 Staples MN 56479 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Services Central, Inc.</i>

Holder Identifier :

570117962087

Certificate No :





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Playpower Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570117962087			
CARRIER See Certificate Number: 570117962087	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				7040440664 01 Excess Liab\$5M xs \$5M	10/01/2025	10/01/2026	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000



# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Playpower Holdings, Inc.	
POLICY NUMBER See Certificate Number: 570117962087			
CARRIER See Certificate Number: 570117962087	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

PlayPower Inc. (First named insured)

Additional Named Insureds

Play Holdings Inc.  
 PlayPower, Inc.  
 PlayPower Holdings, Inc.  
 PlayPower Finance, Inc.  
 Miracle Recreation Equipment Company, Inc.  
 E-Z Dock, Inc.  
 Kid Play, Inc.  
 Soft Play, L.L.C.  
 PlayPower LT Farmington, Inc.  
 Play Design International SARL  
 PlayWorld Systems, Inc.  
 PlayWorld Preferred, Inc.  
 Playtime LLC  
 No Fault LLC  
 Wabash Valley Manufacturing, Inc.  
 Shade Structures, Inc. dba USA Shade and Fabric Structures

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF RECOVERY RIGHTS**

This endorsement modifies coverage provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**

We waive any right of recovery that we may have against the person or organization shown in the SCHEDULE because of payments we make for injury or damage arising out of the operation of an insured "auto", but such waiver is only effective if the Named Insured has entered into a written contract or

agreement with that person or organization, if such contract or agreement is made and dated prior to the injury or loss, and if such written contract or agreement requires a waiver of recovery rights. This waiver applies only to the person or organization shown in the SCHEDULE below.

**SCHEDULE**

<b>Name of Person or Organization:</b>
AS REQUIRED BY WRITTEN CONTRACT.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON CONTRIBUTORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Where required by written contract or written agreement
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract or written agreement	All operations of the Named Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where required by written contract or written agreement	All operations of the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: 00095965-5

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<p><b>Name Of Person Or Organization:</b></p> <p style="text-align: center;">Where required by written contract or written agreement</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



## **WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### **SCHEDULE**

**AS REQUIRED BY WRITTEN CONTRACT EXECUTED PRIOR TO THE DATE  
OF LOSS.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

<b>PRODUCER</b>  	<b>THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</b>	
<b>INSURED</b>  	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>  

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ _____ \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ _____ \$ _____ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 The City of Los Angeles is an additional insured by blanket endorsement.

**CERTIFICATE HOLDER**

**CANCELLATION**

City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Los Angeles  
**Applicant's Declaration of Self-Insurance**

It is hereby RESOLVED that:

Name and Address of Organization:
-----------------------------------

which is a  For-profit Corporation,  Non-profit Corporation,  General Partnership,  Limited Partnership,  Sole Proprietor  
 Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount  
(type of coverage)  
of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel:	Name & Address of Applicant's Claims Representative:
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**Declaration**

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
(Place)  
\_\_\_\_\_  
(Signature) and \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print name and title) and \_\_\_\_\_  
(Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau	Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:
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## **SECTION R**

### **CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

#### **INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFB language for instructions on how to submit proof of the performance bond.

**SECTION S**  
**FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER (TIN) AND**  
**CERTIFICATION**

The Department requires Form W-9, “Request for Taxpayer Identification Number (TIN) and Certification,” from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal/bid/submission of qualification deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents’ legal business name as listed on the Responder’s Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)  <b>Playpower, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions)	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>878 E Hwy 60</b>	Requester's name and address (optional)	
<b>6</b> City, state, and ZIP code <b>Monett, MO 65708</b>		
<b>7</b> List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>  Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">3</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">8</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">2</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> </tr> </table>	Social security number																				or										Employer identification number										4	3	-	1	6	8	1	4	2	4
Social security number																																																			
or																																																			
Employer identification number																																																			
4	3	-	1	6	8	1	4	2	4																																										

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Part II Certification</b>  Under penalties of perjury, I certify that:			
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.			
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.			
<b>Sign Here</b>	<table style="width: 100%;"> <tr> <td style="width: 60%;">Signature of U.S. person </td> <td style="width: 40%;">Date <b>8/12/2025</b></td> </tr> </table>	Signature of U.S. person	Date <b>8/12/2025</b>
Signature of U.S. person	Date <b>8/12/2025</b>		

### General Instructions

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### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

<b>1</b>	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Miracle Recreation Equipment Company, Inc.</b>			
<b>2</b>	Business name/disregarded entity name, if different from above			
<b>3</b>	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____		<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) <u>NA</u>  <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b>	Address (number, street, and apt. or suite no.) See instructions. <b>Physical: 878 E. Hwy 60</b>		Requester's name and address (optional)	
<b>6</b>	City, state, and ZIP code <b>Monett, MO 65708-9210</b>			
<b>7</b>	List account number(s) here (optional)		<b>Remit to: PO Box 734154</b> <b>Dallas, TX 75373-4154</b>	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
4	3	-	1	5	9	5	0	9	9

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>01/10/2024</b>
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### General Instructions

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### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p><b>Playworld Systems, Inc.</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> <b>C Corporation</b></p> <p><input type="checkbox"/> S Corporation</p> <p><input type="checkbox"/> Partnership</p> <p><input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.</p> <p><b>1000 Buffalo Rd</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code</p> <p><b>Lewisburg, PA 17837</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
-				-					
<b>or</b>									
<b>Employer identification number</b>									
2	4	-	0	8	1	0	1	1	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Jeremy Williard</i>	Date ▶ <i>01/01/23</i>
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**General Instructions**

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**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  <b>PlayPower LT Farmington, Inc.</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC      <input checked="" type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) <u>NA</u></p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions.  <b>Physical: 878 E. Hwy 60</b>      <b>Remit to: PO Box 734155</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code  <b>Monett, MO 65708-9210</b>      <b>Dallas, TX 75373-4155</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
<b>or</b>											
<b>Employer identification number</b>											
3	4	-	1	7	2	5	3	6	6		

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>01/10/2024</b>
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## General Instructions

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### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

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- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>EZ Dock, Inc.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) <u>NA</u>  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>Physical: 878 E. Hwy 60</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Monett, MO 65708-9210</b>	<b>Remit to: PO Box 734156</b> <b>Dallas, TX 75373-4156</b>
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
or									
<b>Employer identification number</b>									
4	1	-	1	6	7	4	5	7	2

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/12/23</u>
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Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>No Fault LLC</b></p>	
	<p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC    <input type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>6750 Exchequer Drive</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>6</b> City, state, and ZIP code <b>Baton Rouge, LA 70809</b></p>	
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>										
OR										
<b>Employer identification number</b>										
8	3		-	2	4	1	5	8	9	6

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 01/18/2023</p>
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**General Instructions**

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**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Playtime LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p> <p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC     <input checked="" type="checkbox"/> C Corporation     <input type="checkbox"/> S Corporation     <input type="checkbox"/> Partnership     <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) <u>5</u></p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>Physical: 13310 James E Casey Ave     Remit to: PO BOX 734153</b></p> <p><b>6</b> City, state, and ZIP code <b>Englewood, CO 80112     Dallas, TX 75373-4153</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-					
<b>or</b>									
<b>Employer identification number</b>									
2	0	-	2	8	4	4	7	2	2

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Sam Stimatze</i>	Date ▶ <b>11/08/2022</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Shade Structures, Inc.**

2 Business name/disregarded entity name, if different from above  
**DBA: USA Shade & Fabric Structures**

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) NA

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**Physical: 878 E. Hwy 60**

6 City, state, and ZIP code  
**Monett, MO 65708-9210**

Requester's name and address (optional)  
**Remit to: PO Box 734158**  
**Dallas, TX 75373-4158**

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

**Employer identification number**

4	6	-	3	8	9	9	8	1	1
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

*[Handwritten Signature]*

Date ▶

*1/12/23*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Wabash Valley Manufacturing**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC      C Corporation      S Corporation      Partnership      Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) NA

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**Physical: 878 E. Hwy 60**     **Remit to: 29441 Network Place**

**6** City, state, and ZIP code  
**Monett, MO 65708-9210**     **Chicago, IL 60673-1294**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-			-			
--	--	--	---	--	--	---	--	--	--

**or**

**Employer identification number**

3	5	-	1	5	1	7	8	9	2
---	---	---	---	---	---	---	---	---	---

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**     Signature of U.S. person     Date ▶ 1/12/23

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

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- Form 1099-INT (interest earned or paid)

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  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## **SECTION T**

### **LIVING WAGE ORDINANCE AND SERVICE CONTRACT WORKER RETENTION ORDINANCE ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

#### **INSTRUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

## LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

### REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

**This form must be signed within 90 DAYS of the execution of the subcontract and **RETAINED** by the **PRIME CONTRACTOR**.**

#### TO BE FILLED OUT BY THE PRIME CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Awarding Department: \_\_\_\_\_
4. Project Name: \_\_\_\_\_

**IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.**

#### THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

##### **THE LIVING WAGE ORDINANCE REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the LWO **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

##### **THE LIVING WAGE ORDINANCE REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2024, a wage of at least **\$17.28 per hour with health benefits** of \$1.25 per hour, or **\$18.53 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, **available on the Bureau of Contract Administration website at <https://bca.lacity.gov/equal-employment-opportunity-enforcement>**, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

##### **THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing.

#### TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Type of Service Provided by Subcontractor to Prime: \_\_\_\_\_
4. Amount of Subcontract: \_\_\_\_\_ Subcontract Start Date: \_\_\_/\_\_\_/\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

\_\_\_\_\_  
Print Name of Person Completing this Form

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

# LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2024, a wage of at least **\$17.28 per hour with health benefits** of \$1.25 per hour, or **\$18.53 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.gov/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- **Not to retaliate** against any employee claiming non-compliance with the provisions of this Ordinance and to **comply with federal law** prohibiting retaliation for union organizing.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

2. STATE the number of employees working ON THIS CITY CONTRACT: \_\_\_\_\_

3. **ATTACH** a copy of your company’s 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.

4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No

If YES, provide the employer’s monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.**

I understand that the employee information provided herein will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

\_\_\_\_\_  
Print Name of Person Completing this Form

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

# LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

**SECTION I: CONTRACTOR INFORMATION**

- 1) Company Name: \_\_\_\_\_ Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_
- 2) Do you have subcontractors working on this City contract?  Yes  No  
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT.**  
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: \_\_\_\_\_  
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

**SECTION II: SUBCONTRACTOR INFORMATION**

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

- 1. Subcontractor Name: \_\_\_\_\_
- 2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
- 3. Address: \_\_\_\_\_
- 4. Purpose of Subcontract: \_\_\_\_\_
- 5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
- 6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontract exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.

\_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_

6. Is this subcontract exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.

\_\_\_\_\_

**SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO**

EXEMPTION Or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization <sup>1</sup>	LW 28 – 501(c)(3) Non-Profit Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf</a>
Collective bargaining agreement w/supersession language <sup>2</sup>	LW 10 – OCC Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf</a>
Small Business <sup>3</sup>	LW 26 – Small Business Exemption Application (English & Spanish) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf</a> (English) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%29.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%29.pdf</a> (Spanish)
Governmental Entity <sup>4</sup> or Utilities Companies <sup>5</sup>	NONE REQUIRED.
Construction contract <sup>6</sup>	NONE REQUIRED.

**SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)**

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

1) Employee Information Form	LW-6 - <a href="https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%2C%20as%20of%209-26-18.pdf">https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%2C%20as%20of%209-26-18.pdf</a>
2) Subcontractor Information Form	LW-18 - <a href="https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf">https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf</a>
3) Subcontractor Declaration of Compliance Form (retain)	LW-5 - <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf</a>

**SECTION V: SIGNATURE**

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles' Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

\_\_\_\_\_

Print Name of Person Completing This Form

\_\_\_\_\_

Signature of Person Completing This Form

\_\_\_\_\_

Title

\_\_\_\_\_

Phone #

\_\_\_\_\_

Date

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
- (2) The LW-28 Non-Profit 501(c)(3) Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.

<sup>2</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.

(a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.

(b) If the final CBA signed by the Employer and the union does not supersede the LWO, the Employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the Employer first became subject to the LWO. If necessary, the Employer shall provide retroactive payments to affected Employees for any time period during which the Employer did not comply with the LWO.

<sup>3</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.

(a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the person works for a company or entity that owns or controls the lessee or licensee, regardless of where the for a company or entity is located.

Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.

(b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.

<sup>4</sup> **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.

<sup>5</sup> **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

<sup>6</sup> **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.

## LWO SMALL BUSINESS EXEMPTION APPLICATION

This application for exemption is for **lessees and licensees only** and must be submitted along with your bid or proposal to the **AWARDING DEPARTMENT**. If approved, it will **EXPIRE TWO (2) YEARS** from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Sublessee or Sublicensee?  Yes  No If YES, state the name of your Prime Lessee or Prime Licensee:  
\_\_\_\_\_
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): \_\_\_\_\_
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: \_\_\_\_\_
6. Location of lease or license: \_\_\_\_\_

### WORKFORCE INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).	Submit a copy of your most recent State of California Form DE - 9C and the equivalent form(s) for business(es) in other states.
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off **ANY** boxes in PART A, your company IS **NOT ELIGIBLE FOR AN EXEMPTION**.  
If you checked off **ANY** box in PART A, **ATTACH** supporting documentation, **SIGN**, AND **SUBMIT** EXEMPTION FORM.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

\_\_\_\_\_  
Print Name of Person Completing this Form

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

### AWARDING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

### OCC USE ONLY:

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_



**SECTION U**

**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](http://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](http://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](mailto: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:

<u>[company id]</u> BAVN Company Id	<u>[tax id]</u> EIN/TIN		
<u>[company name]</u> Company Name			
<u>[company address]</u> Street Address	<u>[city]</u> City	<u>[state]</u> State	<u>[zip]</u> Zip
<u>[phone]</u> Phone	<u>[email]</u> 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](mailto: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](mailto: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](mailto: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 V

### 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](http://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](http://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](http://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.

**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](http://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: 2026-01-05

Contractor/Vendor Name:

Agreement/Reference: FOR AS-NEEDED PLAYGROUND AND WATER PLAY EQUIPMENT WITH RELATED ACCESSORIES AND 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.

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### 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:

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### 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: \$3,000,000 aggregate

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

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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

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### Pollution Liability: No

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

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**Crime Insurance: No**

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**Cyber Liability: No**

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**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.