

APPROVED
OCT 23 2019

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 19-209

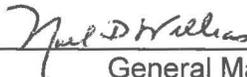
DATE October 23, 2019

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

**SUBJECT: PERSHING SQUARE PARK – AWARD OF CONTRACT TO MOBILE
ILLUMINATION, INC. FOR WINTER THEME LIGHTING**

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	* N. Williams	<u>NDW</u>



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the award and execution of a proposed Contract (Contract) between the Department of Recreation and Parks (RAP) and Mobile Illumination, Inc., a California Corporation, (Contractor) for the design, rental, installation, maintenance, repair, and removal of winter-theme lighting and decor for Pershing Square Park for a term of three-month and in the amount not to exceed Ninety Thousand Dollars (\$90,000.00), substantially in the form attached to this Report as Attachment 1 and subject to the approval of the City Attorney as to form;
2. Find, pursuant to the Personnel Department's finding on August 1, 2018, regarding Charter Section 1022, that the Winter Theme Lighting Services to be provided under the Contract can be performed more economically and feasibly by the Contractor because RAP does not have in its employ personnel with the expertise or experience and lighting equipment to provide the aforementioned services;
3. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15 (a)(10), that the use of competitive bidding would be undesirable, impractical or 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;
4. Approve the total encumbrance and payment in the amount not to exceed Ninety Thousand Dollars (\$90,000.00) for the three-month term of the Contract;
5. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the proposed Contract upon receipt of the necessary approvals;
6. Authorize RAP's the General Manager or designee to make technical corrections to the

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Contract as necessary to implement the intent of this Report.

SUMMARY

Pershing Square Park, located at 530 South Olive Street, Los Angeles, California 90012 is often identified as the center of the Downtown Los Angeles Business District and is one of the oldest parks owned and operated by RAP, having been built in 1866. The park is host to a number of programs and special events, including the annual "Bai Holiday Ice Rink Pershing Square." At this event park patrons can ice skate on an outdoor rink and enjoy skate parties including DJ's. From mid-November through mid-January a winter holiday festival including various concerts at Pershing Square Park are offered to the public free of charge. Pershing Square is decorated and illuminated with outdoor winter theme lighting to create ambiance for these special holiday events.

On August 8, 2018, the Board approved the release of the Winter Theme Lighting at Pershing Square Park Request for Proposals (RFP) (Report No. 18-160).

On January 18, 2019, the RFP was advertised in a local periodical, posted on the Los Angeles Business Assistance Virtual Network (BAVN) and made available on RAP's website. In addition, a letter inviting bids was e-mailed to seven (7) organizations from a mailing list maintained by the Service Contracts Unit.

On February 21, 2019 a Site Walk and Pre-Proposal Conference was held at Pershing Square Park and attended by eleven (11) companies.

On March 28, 2019, one (1) proposal was received from Holiday Lighting Company (HLC).

As stipulated in the RFP, evaluation of the bid proposals would occur in two (2) levels. Level I would be a check and review for the required compliance and submittal documents and Level II would be a comprehensive evaluation of the proposal by an evaluation panel. Proposers must successfully pass the Level I review to proceed to Level II review.

Staff performed a Level I review of the HLC proposal and the proposer did not pass Level I review due to non-compliance. On June 18, 2019 HCL notified RAP that it would not be protesting the non-compliance finding.

Due to time limitations and the lack of qualified responses to the initial RFP, Contracts Management requested the submission of proposals directly from firms who attended the February 21, 2019 site walk and pre-proposal conference. This request required all items of the BAVN posted RFP 19-101 with the exception of the Business Inclusion Program (BIP) and the Proposal Deposit.

On August 22, 2019, five (5) proposals were received from the following three (3) firms:

- Neptune Productions
- Holiday Lighting Company (HLC)
- Mobile Illumination, Inc. - submitted 3 proposals

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It should be noted that the RFP allowed for multiple proposals to be submitted as stated in the body of the RFP. Proposal submittals had a list of required elements to be performed, and allowed the proposer two options only, design and cost. One design and one cost per proposal were permitted and “multiple proposal options contained in a single proposal will be cause to find the submitted proposal non-responsive to the RFP. However, proposers are welcome to submit more than one proposal in response to this RFP (excerpt from the RFP page 10).” Mobile Illumination, Inc. opted to submit three different proposals in response.

Level I Evaluation

RAP staff performed a Level I review of the submissions. Proposals were found either Responsive (pass) or Non-Responsive (fail). The following is the complete Level I findings:

The proposal submitted by Neptune Productions was found non-responsive as the required design elements were not submitted.

The proposal submitted by HLC was found Responsive.

The three (3) proposals submitted by Mobile Illumination, Inc., were found responsive.

On September 25, 2019, an evaluation panel composed of three (3) RAP employees with extensive experience with RAP sponsored public events reviewed the four (4) responsive proposals for the Level II evaluation.

Each proposal was scored in the areas of Experience and Qualifications (25 points possible), Proposed Design (25 points possible) and Proposed Compensation (50 points possible). The average scores given by the evaluation panel are as follows:

Proposer	Experience and Qualifications	Proposed Design	Proposed Compensation	Averaged Total
Mobile Illumination I	22.67	22.34	42.67	87.68
Mobile Illumination II	21.34	19.67	39.34	80.35
Mobile Illumination III	21	19	38.34	78.34
HCL	18.67	18.34	40.34	77.35

Mobile Illumination, Inc. Proposal I, received the highest score. RAP staff reviewed the responsive proposals, verified background and experience and finds that Mobile Illumination, Inc. is a responsible and capable company whose proposal best meets RAP's needs.

Mobile Illumination, Inc., has been in business since 1999, and has provided service to various municipalities, such as the City of Santa Monica and the City of Torrance. The company has provided winter theme lighting services at Pershing Square Park for the "Downtown on Ice" and more recently the "Bai Holiday Ice Rink Pershing Square" event for the last twelve (12) years.

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Contracted services include the design, rental, installation, maintenance, repair, and removal of winter-themed exterior lighting and decor.

RAP staff recommends that the contract to provide Winter Theme Lighting at Pershing Square Park be awarded to Mobile Illumination, Inc. for their Proposal I, in an amount not to exceed Ninety Thousand Dollars (\$90,000.00), for a term not to exceed three-months to begin November 1, 2019.

FISCAL IMPACT

Funding for this contract will be provided from Fund No. 58Q, Department 89, Account 89N861-DT, Pershing Square Parking Operations, Downtown on Ice (Winter Program).

This report was prepared by Robert Feld, Sr. Management Analyst II and reviewed by Matthew Rudnick Chief Management Analyst.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 4: Actively Engage Communities

Outcome No. 4: Enhanced visibility and awareness of this Department park, with its programs and projects by offering inviting holiday lighting to draw park patrons in to enjoy the free concerts for all ages, children's programs and community delight in an ice rink.

LIST OF ATTACHMENTS

- 1) Proposed Contract with Mobile Illuminations Inc.
- 2) 1022 Personnel Review 8.1.19
- 3) RFP Mini proposal
- 4) Contract Exhibit C - Mobile Illumination Proposal I

Proposed Contract Mobile Illumination

PROFESSIONAL SERVICES CONTRACT

Contractor: _____

For the Design, Rental, Installation, Maintenance, Repair and Removal of Winter Theme Lighting at Pershing Square Park for the Department of Recreation and Parks.

Agreement Number: _____

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PROFESSIONAL SERVICES CONTRACT

Between

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

And

MOBILE ILLUMINATION, INC.

For the

DESIGN, RENTAL, INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF WINTER
THEMED LIGHTING AT PERSHING SQUARE PARK

THIS AGREEMENT is made and entered in this _____ day of _____, 20__, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and Mobile Illumination, Inc., a California corporation (hereinafter referred to as CONTRACTOR).

WHEREAS, CITY issued a Request for Proposals (RFP) to provide outdoor winter-theme lighting for the annual "Downtown on Ice" event at Pershing Square Park, an outdoor concert and event center owned by the Department of Recreation and Parks (RAP) and located at 532 South Olive Street, Los Angeles, CA 90013, which will be illuminated from November 7, 2019 to January 21, 2020; and

WHEREAS, BOARD, finds in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized services and that it is more feasible to secure these services by contract; and

WHEREAS, BOARD in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or 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 for the design, installation, and maintenance of an outdoor winter-theme lighting and décor at Pershing Square Park; and

WHEREAS, the staff of RAP, analyzed proposals which were received on August 22, 2019; and

WHEREAS, BOARD determined that CONTRACTOR was responsive to the RFP and was the best responsible proposer, and approved the award of this AGREEMENT to CONTRACTOR to provide the outdoor winter-theme lighting and décor at Pershing Square Park; and

WHEREAS, CONTRACTOR desires to secure and enter into this AGREEMENT in accordance with the foregoing and undertakes to provide services of the type and character required therein by RAP to meet the needs of the public at Pershing Square Park;

NOW THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

SECTION 1. DEFINITIONS

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

AGREEMENT: This Professional Services Contract consisting of eight (8) pages and three (3) incorporated documents (Exhibits A-C) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

DOWNTOWN ON ICE Annual holiday event generally held from November through January, held at the FACILITY as administered by the Department of Recreation and Parks, for which the CONTRACTOR provides Winter Theme Lighting

CONTRACTOR: Mobile Illumination, Inc.

RAP: The Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

FACILITY: The RAP facility, Pershing Square Park, located at 532 South Olive Street, Los Angeles, CA 90013

GENERAL MANAGER: General Manager of the DEPARTMENT or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review at the discretion of the BOARD

SECTION 2. PERMISSION GRANTED

For and in consideration of the charges, as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONTRACTOR the right and obligation to provide for the design, rental, maintenance, repair and removal of exterior winter theme lighting and décor at the FACILITY in accordance with the terms and conditions of this AGREEMENT.

SECTION 3. TERM OF AGREEMENT

The term of this AGREEMENT shall be from November 1, 2019 to January 31, 2020, Performance may not begin until the CONTRACTOR has obtained from the CITY approval of insurance required herein.

Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke or renew the AGREEMENT.

SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

- A. The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks
Belinda Jackson (or designee)
Executive Director, Expo Park Complex
3990 S. Menlo Ave.
Los Angeles, CA 90037

The representative of the CONTRACTOR shall be:

Jason Zdenek, President
Mobile Illumination Inc.
9255 Corbin Ave
Northridge, CA 91324

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

SECTION 5. SERVICES TO BE PROVIDED

Under the direction of the Recreation Supervisor overseeing Pershing Square Park or her designated representative, CONTRACTOR shall provide for the design, rental, delivery,

installation, maintenance, and removal of lighting, décor and electrical equipment related to the winter theme lighting of Pershing Square Park.

A. SERVICES

1. Design

CONTRACTOR shall provide lighting and décor to Pershing Square Park in accordance with CONTRACTOR'S Proposed Design, found in Proposal attached hereto as Exhibit C and made a part hereof.

2. Installation and Removal

CONTRACTOR shall install all lighting and décor and ensure proper set-up and operation of all lights and electrical elements. CONTRACTOR shall remove all lighting and décor at the conclusion of DOWNTOWN ON ICE.

CONTRACTOR shall adhere to the following restrictions on installation:

- a. No drilling into any structures.
- b. No drilling into the concrete deck.
- c. No tape.
- d. Décor must not interfere with facility pigeon abatement system located on the top edge of selected buildings.
- e. Décor shall not be placed on or attached to the roof of any facility.
- f. All tire marks left by wheeled vehicles must be removed by water blasting.

3. Maintenance

CONTRACTOR shall respond to FACILITY staff reports of lights and décor requiring repair. Repairs shall be completed immediately but in no event more than 48 hours of being reported.

B. CONTRACTOR shall meet the following production schedule for this AGREEMENT:

Lighting Installation	November 1-6, 2019
Lighting Operational	November 7, 2019
Christmas and Holiday Lighting Removal	January 2, 2020

All Lighting plans, installations, and removal are subject to approval by RAP.

SECTION 6. PAYMENT AND INVOICING

A. PAYMENT

RAP will pay CONTRACTOR an amount not to exceed Ninety Thousand Dollars (\$90,000.00) in accordance with the Proposed Compensation in the Proposal submitted by CONTRACTOR, attached hereto as Exhibit C and made a part hereof. Payment shall be inclusive of all materials, equipment and personnel employed to design, install, maintain, repair, take down and remove rented lighting.

B. INVOICING

1. Invoices shall be submitted to:

Department of Recreation and Parks

Attn: Louise Capone

532 South Olive Street,

Los Angeles, CA 90013

2. To ensure that services provided under contracts are measured against services as detailed in the AGREEMENT, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
3. CONTRACTOR shall submit invoices, that at a minimum, contain the following information:
 - a. Name and address of CONTRACTOR
 - b. Name and address of CITY department being billed

- c. Date of invoice and period covered
 - d. AGREEMENT number
 - e. Description of completed task/project and amount due for task/project, including:
 - Name of personnel working on task, if applicable
 - Hours spent on task and timesheet supporting charges (if applicable)
 - Rate per hour (if applicable) and total due
 - f. Certification by a duly authorized officer
 - g. Discount and terms (if applicable)
 - h. Remittance Address (if different from company address)
4. All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of the CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted according to the Proposed Compensation and Payment Schedule submitted by CONTRACTOR (Page 13 Item V.C. of Exhibit C), and shall be payable to the CONTRACTOR no later than thirty (30) days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY'S representative.
5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for costs incurred in invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
6. Subcontractors' Requirements:
Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
7. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies,

or equipment received by any CITY office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7. RATIFICATION

At the request of the CITY, and because of the need therefor, CONTRACTOR may have begun performance of the services required hereunder prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with CONTRACTOR for such services.

SECTION 8. STANDARD CONDITIONS

- A. Standard Provisions for City Contracts
CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto as Exhibit A and made a part hereof.
- B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses
CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the CONTRACTOR'S profession, doing the same or similar work, under the same or similar circumstances. CONTRACTOR must possess and maintain any valid licenses and permits required to perform the services described herein.

SECTION 9. INCORPORATION OF DOCUMENTS

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

- Exhibit A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- Exhibit B – Winter Theme Lighting at Pershing Square Park Request for Proposals Released on July 25, 2019.
- Exhibit C – Proposal submitted by Mobile Illumination Inc, in response to Exhibit B.

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This AGREEMENT; (2) Exhibit A; (3) Exhibit B; and (4) Exhibit C.

(Signature Page to Follow)

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

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

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

Mobile Illumination Inc.

By _____
PRINCIPAL

By _____
SECRETARY

Approved as to Form:

Date: _____

Michael N. Feuer, City Attorney

By _____

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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 Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose 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.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

	Limits
<p>___ Workers' Compensation (WC) and Employer's Liability (EL)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act</p> </div> </div>	<p>WC _____ Statutory _____ EL _____</p>
<p>___ General Liability</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/> _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	<p>_____</p>
<p>___ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</p>	<p>_____</p>
<p>___ Professional Liability (Errors and Omissions)</p> <p style="margin-left: 20px;">Discovery Period _____</p>	<p>_____</p>
<p>___ Property Insurance (to cover replacement cost of building - as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%;"> <p><input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____</p> </div> </div>	<p>_____</p>
<p>___ Pollution Liability</p> <p><input type="checkbox"/> _____</p>	<p>_____</p>
<p>___ Surety Bonds - Performance and Payment (Labor and Materials) Bonds</p>	<p>_____</p>
<p>___ Crime Insurance</p>	<p>_____</p>

Other: _____



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

EXHIBIT B

COMPLIANCE DOCUMENTS

REQUEST FOR PROPOSALS

Finance Division, Grants Administration,
Contracts
221 North Figueroa Street, Suite 200
Mail Stop 625
Los Angeles, CA 90012
Telephone: (213) 202-5628
Fax: (213) 202-3214

July 2019



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSALS

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CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SECTION I

Compliance Documents to be Submitted with Proposals

PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

SECTION A**PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each proposal, 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 on 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 Bid/Proposal

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 that it is unchanged, in force, and must be signed by the Corporate Secretary with the current date.

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, _____

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

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

is of _____ (Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

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

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

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

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

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

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

STATE OF CALIFORNIA
COUNTY OF _____

Subscribed and sworn to before me this _____ day of _____ (Signature)

_____ (Month / Year) _____ (Title)

_____ (Notary Public) _____ (Date)

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

DISPOSITION OF PROPOSALS

SECTION B
DISPOSITION OF PROPOSALS

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted 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 Bid/Proposal

Signatures:

The person signing must be authorized to bind the proposer.

Disposition of Proposals

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

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

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

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

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

Signature of person authorized to bind proposer

Date

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,
AND AFFIRMATIVE ACTION PROGRAM**

SECTION C**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM**

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., Non-discrimination Clause.

All contracts (both construction and non-construction) for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts (both construction and non-construction) for which the consideration is \$25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Reference:

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

On pg. 10 of **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

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:

bca.lacity.org

INSTRUCTIONS:

- a. The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

PSC-31. Contractors Responsibility Ordinance

On pg. 12 of **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

City Department/Division Awarding Contract	City Contact Person	Phone
--	---------------------	-------

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person, Title	Phone	Fax
-----------------------	-------	-----

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed.

Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: ____/____/____

List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years.

Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.

Joint Venture: Date formed: ____/____/____

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes No

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

3. Has the firm changed names in the past five years?

Yes No

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

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [CPCC §20101(a)]

D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
 Yes No

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? _____ Years.
8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

If, **Yes**, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.
 Check the box if you have not had any similar contracts in the last five years

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to completion of the contract?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

12. 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 on Attachment B the circumstances surrounding each instance.

F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

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

Yes **No**

14. Does your firm have any outstanding judgements pending against it?

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

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

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

Yes **No**

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

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

Yes **No**

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

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

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

Yes **No**

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

Yes **No**

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

Yes **No**

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term “owner” does not include those who own stock in a publicly traded corporation.

Yes **No**

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check **Yes** in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered **Yes**, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department's boards, including the Contractors' 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.

**EQUAL BENEFITS ORDINANCE / FIRST SOURCE
HIRING ORDINANCE**

SECTION E**EQUAL BENEFITS ORDINANCE STATEMENT/FIRST SOURCE HIRING ORDINANCE**

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Bidders/Proposers are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org. Bidders/Proposers are responsible for creating a BAVN profile and completing the affidavit. See below for additional details about the EBO and the FSHO.

Equal Benefits Ordinance (EBO):

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).

All Bidders/Proposers shall complete on line the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org, prior to award of a City contract that exceeds \$25,000. The affidavit shall be valid for a period of three years from the date it is first completed on the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO 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 (FSHO):

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 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).

All Bidders/Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

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

Reference:

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment
On pg. 10 of **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

PSC-34. First Source Hiring Ordinance
On pg. 12 of **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

LIVING WAGE ORDINANCE AND WORKER RETENTION ORDINANCE

SECTION F
LIVING WAGE ORDINANCE
AND
WORKER RETENTION ORDINANCE

Living Wage Ordinance and 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 \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Worker Retention Ordinance (WRO).

Bidders/Proposers who believe that they meet the qualifications for one of the exemptions shall apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29). These forms and more detailed information about the ordinances are available on the Bureau of Contract Administration's website at <https://bca.lacity.org>.

If no exemption is claimed, do not submit the abovementioned forms with the proposal

LWO/WRO RFB/RFP/RFQ Language (Rev. 01/18)

Reference:

PSC-28. Living Wage Ordinance

PSC-29. Service Contractor Worker Retention Ordinance

On pg. 11 of **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**

**MUNICIPAL LOBBYING ORDINANCE (MLO)
CEC FORM 50**

SECTION H**MUNICIPAL LOBBYING ORDINANCE (MLO) / CEC FORM 50**

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 \$25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity.

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

INSTRUCTIONS:

- a. All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.

Reference:

PSC- 9.B.4. Termination

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.

PROHIBITED CONTRIBUTORS – CEC FORM 55

SECTION I**PROHIBITED CONTRIBUTORS – CEC FORM 55**

The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth \$100,000 or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to do \$100,000 worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B)

INSTRUCTIONS:

- a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- b. All of proposer's subcontractors who are projected to do \$100,000 worth of work or more must be included on CEC Form 55 (Schedule B).

Reference:

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

Page 12 of **STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 10/17) [v.3]**



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable): _____

Date Bid Submitted: _____

Description of Contract (title of RFP and services to be provided): _____

City Department Awarding the Contract: _____

BIDDER INFORMATION

Name: _____

Address: _____

Email: _____ Phone: _____

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: _____ Signature: _____

Name: _____

Title: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of 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.

Check this box if additional Schedule A pages are attached.

Name: _____ Title: _____

Address: _____



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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 that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

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

SECTION J
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 (vendors, operators, concessionaires, etc.) doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

INSTRUCTIONS:

- a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer'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>

**IRAN CONTRACTING ACT OF 2010
COMPLIANCE AFFIDAVIT**

SECTION K**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

INSTRUCTIONS:

a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.

The Department has made a determination that the Iran Contracting Act is not applicable to this RFP. No action is required by proposers.

Reference:

PSC-36. [Iran Contracting Act](#)

DISCLOSURE ORDINANCES AFFIDAVIT FOR
BORDER WALL CONTRACTING
AND
SLAVERY DISCLOSURE

SECTION L**DISCLOSURE ORDINANCES AFFIDAVIT FOR
BORDER WALL CONTRACTING
AND
SLAVERY DISCLOSURE ORDINANCE**

Effective July 18, 2018, the Disclosure of Border Wall Contracting Ordinance (DBWCO) was combined with the Slavery Disclosure Ordinance (SDO) on a revised **Disclosure Ordinances Affidavit** on the Los Angeles Business Assistance Virtual Network (LABAVN).

You will be required to register on LABAVN (www.labavn.org) in order to access the compliance affidavit web forms. The web forms can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web forms should be completed and submitted.

Disclosure of Border Wall Contracting Ordinance (DBWCO)

The DBWCO requires that City Contractors disclose all contracts, bids or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier along the border between the United States and Mexico. For more details, see the link below:

<https://bca.lacity.org/Disclosure-of-Border-Wall-Contracting-Ordinance>

Slavery Disclosure Ordinance (SDO)

The SDO requires that City Contractors disclose whether their company had any participation, investments, or profits derived from slavery during the Slavery Era (prior to 1865).

<https://bca.lacity.org/slavery-disclosure-ordinance-sdo>

An example of the City of Los Angeles Disclosure Ordinance Affidavit for DBWCO and SDO Ordinances is attached and is also available at https://www.labavn.org/misc/docs/co_files/SDO/DO_Sample_07-17-2018.pdf

Reference:

PSC-33. [Slavery Disclosure Ordinance](#)

[Return to Company Documents](#)

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

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

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

SECTION I: COMPANY INFORMATION

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

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

BAVN Company Id: _____ EIN/TIN: _____
 Company Name: _____
 Street Address: _____ City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

SECTION II: AFFIDAVIT DISCLOSING SLAVERY ERA PARTICIPATION, INVESTMENTS, OR PROFITS

Unless otherwise exempt from the Slavery Disclosure Ordinance (SDO), a Company entering into a Contract with the City must complete an Affidavit disclosing any and all records of Participation or Investment in, or Profits derived from Slavery, including Slaveholder Insurance Policies, during the Slavery Era. The Company must complete and submit the Affidavit on LABAVN before a Contract or Contract Amendment can be executed (LAAC Section 10.41 et seq.).

3. The company came into existence in _____ (Four digit year).

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

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

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

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

SECTION III: AFFIDAVIT DISCLOSING BORDER WALL CONTRACTING, BIDDING, OR PROPOSALS

Unless otherwise exempt from the Disclosure of Border Wall Contracting Ordinance, a Person/Company entering into a Contract with the City must complete an Affidavit disclosing any and all contracts, bids, or proposals to provide goods or services for the design, construction, operation or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico. No Contract shall be awarded to any Person/Company who has failed and accurately complete an affidavit listing all Border Wall bids and Border Wall Contracts (LAAC Section 10.50.2 et seq.).

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.

SECTION IV: TERMS OF ACCEPTANCE AND SIGNATURE:

_____, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:

Please type your First and Last Names

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.

BAVN-DO (07/2018)

LOCAL BUSINESS PREFERENCE PROGRAM

SECTION M
LOCAL BUSINESS PREFERENCE PROGRAM

Local Business Preference

This program is based on City of Los Angeles Ordinance No. 181910 - Local Business Preference Program that became effective November 28, 2011. It encourages businesses to compete for City contracting opportunities, to locate operations in the City of Los Angeles, and to encourage existing local businesses to refrain from relocating to different, less expensive area.

Find Qualifications for Local Business Enterprise (LBE) at:

<https://bca.lacity.org/BIS-Program-and-Local-Business-Preference>

Register your firm at <https://www.labavn.org> and upload a completed Affidavit of Eligibility.

Reference:

PSC-35. Local Business Preference Ordinance

LOS ANGELES RESIDENCE INFORMATION

SECTION N
LOS ANGELES RESIDENCE INFORMATION

LOS ANGELES RESIDENCE INFORMATION

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

Organization: _____

I. Corporate or Main Office Address

II. Total Number of Employees in the Organization: _____

III. Percentage of the Proposer's Total Workforce Employed within the City Of Los Angeles:

_____ ; Percentage Residing in the City: _____

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within

the City: _____ ; Percentage Residing in the City: _____



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

SECTION II

Compliance Documents to be Submitted by Selected Proposer

AMERICAN WITH DISABILITIES ACT CERTIFICATION

SECTION O
AMERICANS WITH DISABILITIES ACT CERTIFICATION

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

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

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

AGREEMENT NUMBER: _____

CONTRACTOR:

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

Reference:

PSC-30. Access and Accommodations

BUSINESS TAX REGISTRATION CERTIFICATE

SECTION P**CITY OF LOS ANGELES BUSINESS TAX REGISTRATION CERTIFICATE**

All individuals or entities conducting business activities within the City of Los Angeles are required to apply for and obtain a Business Tax Registration Certificate with the City of Los Angeles, Office of Finance. You may also have to register with other Federal, State, and Local government agencies depending on the structure and location of your business. Certain organizations, which are conducted solely for charitable or religious purposes, may be entitled to receive tax-exempt registration certificates upon application and qualification. The payment of tax is not required for engaging in a business activity when such payment of tax would be in violation of the Constitution of the United States or the Constitution of the State of California. Please refer to Sections [21.02](#), [21.22](#) and [21.49](#) of the Business Tax Ordinance for more detailed information.

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>

Reference:

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

CHILD SUPPORT OBLIGATIONS

CRO PLEDGE OF COMPLIANCE

<p>SECTION R CITY OF LOS ANGELES PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE</p>

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.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

Reference:

PSC-31. Contractor Responsibility Ordinance

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Required Insurance and Minimum Limits

Name: RFP - Winter Theme Lighting at Pershing Square Park Date: 08/06/2018

Agreement/Reference: Pershing Square Park, Winter Theme Lighting RFP (SCG 18-102); CD14

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
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers	WC <u>Statutory</u> EL <u>1,000,000</u>
<input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured Party</u>	<u>1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct	
<input checked="" type="checkbox"/> Fire Legal Liability <u>1,000,000</u>	
<input checked="" type="checkbox"/> with at least \$2,000,000 aggregate	

<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
--	------------------

<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period _____	

<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	

<input type="checkbox"/> _____	
--------------------------------	--

<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
--	--

<input type="checkbox"/> Crime Insurance	
---	--

Other: Provided to: Nancy Jeffers @ RAP; ph: (213) 202-5628
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

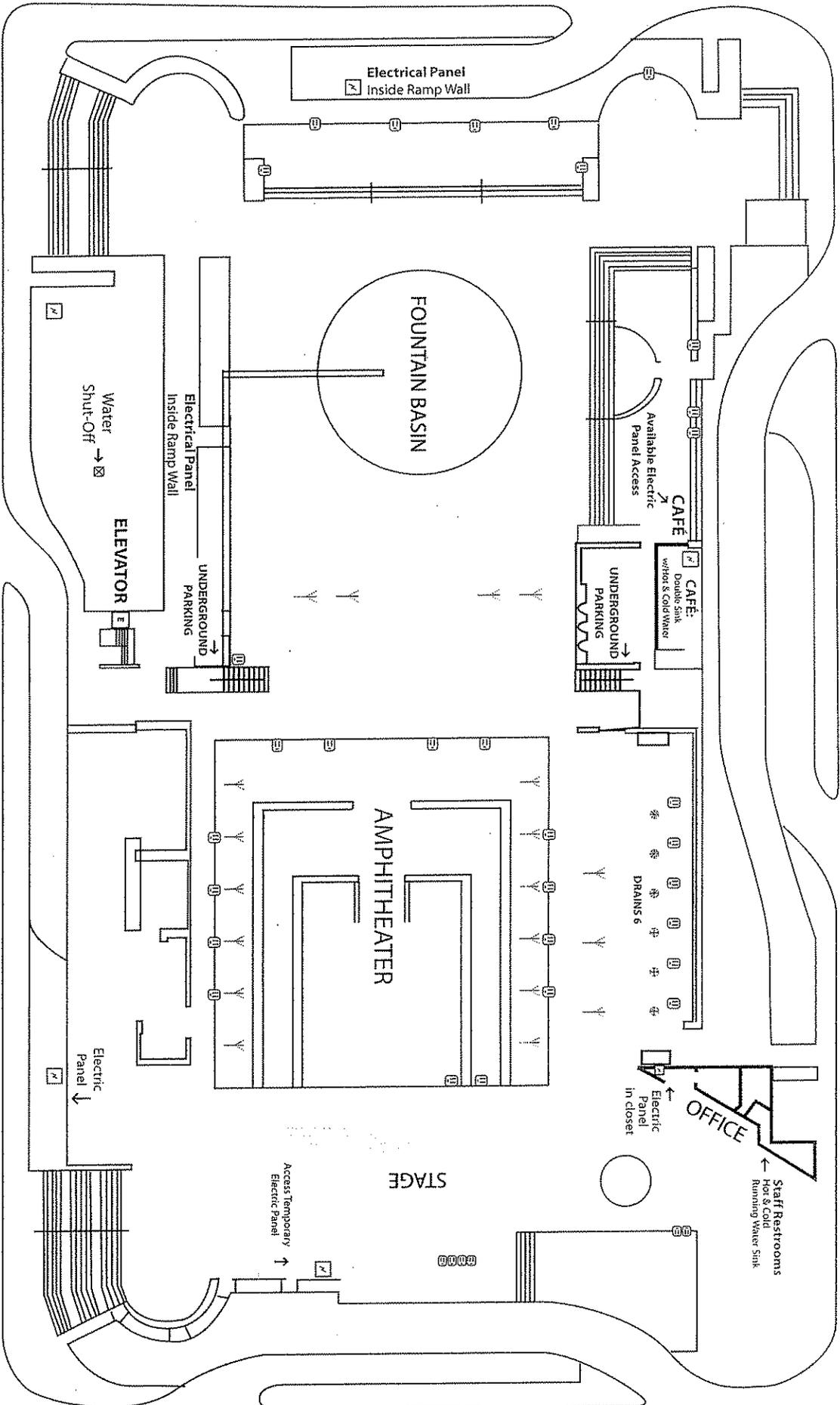
EXHIBIT D

EXPERIENCE WITH SIMILAR CONTRACTS

Submissions in response to the Winter Theme Lighting at Pershing Square Park Request For Proposals constitutes authorization for the Department of Recreation and Parks to contact former or current clients listed on this exhibit

CLIENT NAME	ADDRESS	DOLLAR AMOUNT OF ENTIRE PROJECT	START/END DATE OF CONTRACT	REFERENCE CONTACT
				NAME TITLE PHONE NUMBER
SUMMARY OF SCOPE OF SERVICES				
CLIENT NAME	ADDRESS	DOLLAR AMOUNT OF ENTIRE PROJECT	START/END DATE OF CONTRACT	REFERENCE CONTACT
				NAME TITLE PHONE NUMBER
SUMMARY OF SCOPE OF SERVICES				
CLIENT NAME	ADDRESS	DOLLAR AMOUNT OF ENTIRE PROJECT	START/END DATE OF CONTRACT	REFERENCE CONTACT
				NAME TITLE PHONE NUMBER
SUMMARY OF SCOPE OF SERVICES				
CLIENT NAME	ADDRESS	DOLLAR AMOUNT OF ENTIRE PROJECT	START/END DATE OF CONTRACT	REFERENCE CONTACT
				NAME TITLE PHONE NUMBER
SUMMARY OF SCOPE OF SERVICES				
CLIENT NAME	ADDRESS	DOLLAR AMOUNT OF ENTIRE PROJECT	START/END DATE OF CONTRACT	REFERENCE CONTACT
				NAME TITLE PHONE NUMBER
SUMMARY OF SCOPE OF SERVICES				

PERSHING SQUARE - EMERGENCY SHUT-OFF LOCATIONS FOR GAS, WATER, ELECTRIC



LEGEND:

-  ELECTRICAL OUTLET
-  ELECTRICAL PANEL

-  WATER SHUT-OFF
-  DRAIN

-  TREE
-  ELEVATOR

UNDERGROUND PARKING
 10 WOMEN TOILETS
 10 MEN TOILETS
 W/ HOT & COLD WATER

PROFESSIONAL SERVICES CONTRACT

Contractor: _____

For the Design, Rental, Installation, Maintenance, Repair and Removal of Winter Theme Lighting at Pershing Square Park for the Department of Recreation and Parks.

Agreement Number: _____

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PROFESSIONAL SERVICES CONTRACT

Between

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

And

For the

DESIGN, RENTAL, INSTALLATION, MAINTENANCE, REPAIR AND REMOVAL OF
WINTER THEMED LIGHTING AT PERSHING SQUARE PARK

THIS AGREEMENT is made and entered in this _____ day of _____, 20____, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and _____ (hereinafter referred to as CONTRACTOR).

WHEREAS, CITY advertised for proposals to provide outdoor winter-theme lighting for the annual "Downtown on Ice" event at Pershing Square Park, an outdoor concert and event center owned by the Department of Recreation and Parks (RAP) and located at 532 South Olive Street, Los Angeles, CA 90013, which will be illuminated from November 7, 2019 to January 21, 2020, for the enjoyment of residents, businesses, and visitors; the annual winter holiday festival will include an outdoor ice skating rink, live musical entertainment, arts and crafts, and various other activities; and an illuminated winter-themed décor that has been an integral part of creating an inviting environment at Pershing Square, drawing patrons from the sidewalks, streets, and from the office buildings in the vicinity; and

WHEREAS, BOARD, finds in accordance with Charter Section 1022, that the DEPARTMENT does not have personnel available in its employ with sufficient time and expertise to undertake these specialized services and that it is more feasible to secure these services by contract; and

WHEREAS, BOARD in its capacity as the contract awarding authority for the Department, finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or 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 the Department for the design, installation, and maintenance of an outdoor winter-theme lighting and décor at Pershing Square Park. To select the best

proposer, the Board found it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in the Request for Proposals (RFP). The Board specifically found that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet the Department's needs and therefore opts to utilize the standard request for proposals process; and

WHEREAS, the staff of RAP, analyzed the proposal which was received on _____; and

WHEREAS, BOARD determined that CONTRACTOR was responsive to the RFP and was the best responsible proposer, and selected CONTRACTOR to provide the outdoor winter-theme lighting and décor at Pershing Square Park; and

WHEREAS, CONTRACTOR desires to secure and enter into an AGREEMENT in accordance with the foregoing and undertakes to provide services of the type and character required therein by RAP to meet the needs of the public at Pershing Square Park;

NOW THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

SECTION 1. DEFINITIONS

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

AGREEMENT: This Professional Services Contract consisting of eight (8) pages and three (3) incorporated documents (Exhibits A-C) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

DOWNTOWN ON ICE Annual holiday event generally held from November through January, held at the FACILITY as administered by the Department of Recreation and Parks, for which the CONTRACTOR provides Winter Theme Lighting

CONTRACTOR: _____

RAP: The Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners

FACILITY: The RAP facility, Pershing Square Park, located at 532 South Olive Street, Los Angeles, CA 90013

GENERAL MANAGER: General Manager of the DEPARTMENT or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review at the discretion of the BOARD

SECTION 2. PERMISSION GRANTED

For and in consideration of the charges, as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONTRACTOR the right and obligation to provide for the design, rental, maintenance, repair and removal of exterior winter theme lighting and décor at the FACILITY.

SECTION 3. TERM OF AGREEMENT

The term of this AGREEMENT shall be from October 1, 2019 to September 30, 2020, Performance may not begin until the CONTRACTOR has obtained from the CITY approval of insurance required herein.

Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke or renew the AGREEMENT.

SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

A. The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks
Belinda Jackson,
Executive Director, Expo Park Complex
3990 S. Menlo Ave.
Los Angeles, CA 90037

The representative of the CONTRACTOR shall be:

Name
Company
Street Address
City, State, Zip Code

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

SECTION 5. SERVICES TO BE PROVIDED

Under the direction of the Recreation Supervisor overseeing Pershing Square Park or her designated representative, CONTRACTOR shall provide for the design, rental, delivery, installation, maintenance, and removal of lighting, décor and electrical equipment related to the winter theme lighting of Pershing Square Park for DOWNTOWN ON ICE.

A. SERVICES

1. Design

CONTRACTOR shall provide lighting and décor to Pershing Square Park in accordance with CONTRACTOR'S Proposed Design, found in Proposal attached hereto as Exhibit C and made a part hereof.

2. Installation and Removal

CONTRACTOR shall install all lighting and décor and ensure proper set-up and operation of all lights and electrical elements. CONTRACTOR shall remove all lighting and décor at the conclusion of DOWNTOWN ON ICE.

CONTRACTOR shall adhere to the following restrictions on installation:

- a. No drilling into any structures.
- b. No drilling into the concrete deck.
- c. No tape.
- d. Décor must not interfere with facility pigeon abatement system located on the top edge of selected buildings.
- e. Décor shall not be placed on or attached to the roof of any facility.
- f. All tire marks left by wheeled vehicles must be removed by water blasting.

3. Maintenance

CONTRACTOR shall respond to FACILITY staff reports of lights and décor requiring repair. Repairs shall be completed immediately but in no event more than 48 hours of being reported.

- B. CONTRACTOR shall meet the following production schedule for the first year of the contract:

Lighting Installation	November 1-6, 2019
Lighting Operational	November 7, 2019
Christmas and Holiday Lighting Removal	January 2, 2020
Ambient Lighting Removal	<u>January 22, 2020</u>

Should the CITY exercise either option to extend the AGREEMENT, a production schedule will be provided to the CONTRACTOR within one (1) week of exercising the option to extend the contract.

SECTION 6. PAYMENT AND INVOICING

A. PAYMENT

DEPARTMENT will pay CONTRACTOR an amount not to exceed Ninety Thousand Dollars (\$90,000.00) in accordance with the Proposed Compensation in the Proposal submitted by CONTRACTOR, attached hereto as Exhibit C and made a part hereof. Payment shall be inclusive of all materials, equipment and personnel employed to design, install, maintain, repair, take down and remove rented lighting. Compensation shall not exceed Ninety Thousand Dollars (\$90,000.00) for each year contract shall be in effect.

B. INVOICING

1. Invoices shall be submitted to:

Department of Recreation and Parks
Attn: Louise Capone
532 South Olive Street,
Los Angeles, CA 90013

2. To ensure that services provided under personal services contracts are measured against services as detailed in the AGREEMENT, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
3. CONTRACTOR shall submit invoices, that at a minimum, contain the following information:

- a. Name and address of CONTRACTOR
 - b. Name and address of CITY department being billed
 - c. Date of invoice and period covered
 - d. AGREEMENT number
 - e. Description of completed task/project and amount due for task/project, including:
 - Name of personnel working on task, if applicable
 - Hours spent on task and timesheet supporting charges (if applicable)
 - Rate per hour (if applicable) and total due
 - f. Certification by a duly authorized officer
 - g. Discount and terms (if applicable)
 - h. Remittance Address (if different from company address)
4. All invoices shall be submitted on CONTRACTOR'S letterhead, contain CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of the CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted according to the Proposed Compensation and Payment Schedule submitted by CONTRACTOR (Page 13 Item V.C. of Exhibit C), and shall be payable to the CONTRACTOR no later than thirty (30) days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the CITY'S representative.
5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the CONTRACTOR. The CITY will not compensate the CONTRACTOR for costs incurred in invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.
6. Subcontractors' Requirements:
Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

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

SECTION 7. RATIFICATION

At the request of the CITY, and because of the need therefor, CONTRACTOR began performance of the services required hereunder prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with CONTRACTOR for such services.

SECTION 8. STANDARD CONDITIONS

- A. Standard Provisions for City Contracts
CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3], attached hereto as Exhibit A and made a part hereof.
- B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses
CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the CONTRACTOR'S profession, doing the same or similar work, under the same or similar circumstances. CONTRACTOR must possess and maintain any valid licenses and permits required to perform the services described herein.

SECTION 9. INCORPORATION OF DOCUMENTS

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

- Exhibit A – Standard Provisions for City Contracts (Rev. 10/17) [v.3]
Exhibit B – Winter Theme Lighting at Pershing Square Park Request for Proposals Released on July 25, 2019.
Exhibit C – Proposal submitted by _____, in response to Exhibit B.

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This AGREEMENT; (2) Exhibit A; (3) Exhibit B; and (4) Exhibit C.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this AGREEMENT.

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

By: _____ Date: _____
President

By: _____ Date: _____
Secretary

By: _____ Date: _____
President

By: _____ Date: _____
Secretary

APPROVED AS TO FORM:
MICHAEL N. FEUER,
City Attorney

By: _____ Date: _____
Steven Hong
Deputy City Attorney

Agreement Number: _____

PERSONNEL DEPARTMENT CONTRACT REVIEW REPORT

1. Requesting Department: Department of Recreation and Parks
2. Contacts:
 Department: Nancy Jeffers Phone No. (213) 202-5628 Fax No. (213) 202-3213
 CAO: Jay Shin Phone No. (213) 473-7559 Fax No. (213) 473-7514
3. Work to be performed: The Department of Recreation and Parks (RAP) is seeking a contractor for the design, installation, maintenance, and removal of contractor provided winter-themed exterior lighting décor for Pershing Square Park. The contractor will provide a design proposal to include pictures, diagrams of products, and product sizes, dimensions and materials. The contractor will be required to comply with the park production schedule, provide requested maintenance within 48 hours, and provide other service guarantees as required by design and entertainment schedules. The approximate number of work days for the installation and removal crew is eight. Design and on-call maintenance hours/days will be variable
4. Is this a contract renewal? No
5. Length of contract: Three (3) Years including 2 one-year renewal option, with potential amendments to extend
 Proposed Start date: October 2019
6. Proposed cost of contract (if known): Up to \$85,000 per year, \$255,000 for three years
7. Name of proposed contractor(s): Unknown - RFP
8. Unique or special qualifications required to perform the work: The contractor must have exterior holiday lighting equipment in stock. The contractor must have the expertise to design, provide and incorporate new structures and landscape, as well as adapt existing ones, to meet an approved thematic winter holiday design.
9. Are there City employees that can perform the work being proposed for contracting?
 Yes No

If yes,

 - a. List classes, eligible lists, and Departments:
 - b. Is there sufficient Department staff available to perform the work? Yes No
 - c. Estimated time to fill position(s) through CSC process?
 - d. Can the requesting department continue to employ staff hired for the project after project completion? Yes No
 - e. Are there City employees currently performing the work? Yes No
10. Findings
 - City employees DO NOT have the expertise to perform the work
 - City employees DO have the expertise to perform the work
 [Please see summary below.]

Check if applicable (explanation attached) and send to CAO for further analysis

 - Project of limited duration would have to layoff staff at end of project
 - Time constraints require immediate staffing of project
 - Work assignment exceeds staffing availability

SUMMARY: The Recreation and Parks Department is seeking a contractor to perform certain tasks related to winter-themed exterior lighting décor for Pershing Square Park. There are some City classifications, such as Maintenance Laborer and Electrical Craft Helper, that may be able to perform some of the work. However, these classifications would not perform the design aspect of the work. In addition, the department indicated that it does not have sufficient staff with the appropriate expertise to perform the work.

Cynthia Panagiotidis
Cynthia Panagiotidis
Senior Personnel Analyst I

Don Harrahill
Don Harrahill
Senior Personnel Analyst II

James Abalos
James Abalos
Chief Personnel Analyst

9-1-18
Date



City of Los Angeles

DEPARTMENT OF
RECREATION AND PARKS

REQUEST FOR PROPOSALS (SCG 19-102)

Winter Theme Lighting At Pershing Square Park

Release Date:

July 25, 2019

Due Date:

August 22, 2019
2:00 P.M.

Department of Recreation and Parks
Office of the Board of Commissioners
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS
221 N. Figueroa St. 1st Floor
Los Angeles, California 90012
Contract Coordinator: Nancy Jeffers
Telephone: (213) 202-5628
Fax: (213) 202-2614 cover sheet required
email: Nancy.Jeffers@lacity.org

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FOR
WINTER THEME LIGHTING
AT PERSHING SQUARE PARK**

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**REQUEST FOR PROPOSALS
FOR
WINTER THEME LIGHTING
AT PERSHING SQUARE PARK**

I. INTRODUCTION

Pershing Square Park is a major outdoor concert and event center located in the heart of downtown Los Angeles at 532 South Olive Street, Los Angeles, CA 90013. Operated by the City of Los Angeles, Department of Recreation and Parks (RAP or Department), Pershing Square Park hosts an array of free programs for the community. From mid-November to mid-January, Pershing Square Park is transformed into a winter wonderland and festive environment for the enjoyment of residents, businesses, and visitors.

The winter holiday festival activities include an ice skating rink which will be located in the amphitheater area of Pershing Square Park and will measure approximately fifty feet by ninety feet; the ice rink operations also include a party platform with alcohol vending, skate rental ticket trailer, and a garage to house an ice resurfacing machine. In addition, live musical entertainment is provided on some weekday afternoons and on weekends.

Illuminated winter-themed décor has been an integral part of creating an inviting environment at Pershing Square Park. The décor has included illuminated signage that can be seen from the sidewalks, streets, and from the office buildings above.

II. OBJECTIVE OF THE REQUEST FOR PROPOSALS

RAP is initiating this Request for Proposals (RFP) in order to obtain proposals from experienced, responsible firms to design, install, maintain, repair, and remove winter-themed exterior lighting and décor, provided by the proposer, for Pershing Square Park. Proposing firms must have a minimum five (5) years of continuous experience within the last ten (10) years designing and installing outdoor lighting displays in park or commercial environments.

RAP intends to award a contract to the selected proposer for one year. Total compensation will not exceed Ninety Thousand Dollars (\$90,000.00) for the contract.

The contract amounts stated herein are an estimate; nothing herein guarantees that the total compensation amount will be reached. RAP, in entering into an agreement with the selected proposer, guarantees no minimum amount of business or compensation. The contract awarded through this RFP shall be subject to funding availability and to early termination by RAP, as provided in Standard Provisions for City Contracts (Rev. 10/17)[v.3] (Exhibit A).

RAP reserves the right to withdraw this RFP at any time without prior notice and the

right to reject any and all responses to this RFP. The rejection of any or all submission in response to this RFP shall not render RAP liable for costs or damages. RAP makes no representation that any contract will be awarded to any entity responding to this RFP.

III. SCOPE OF WORK

If selected as the winning proposal, the selected proposer must be willing and able to commit to the following scope of work:

A. Guidelines

Provide design services and install lighting to adhere to the following guidelines:

1. Non-denominational lighting theme;
2. Lights for all trees within Pershing Square Park, subject to approval by Department;
3. Lighting of the trunks of the Coral trees behind and around the Stage at Pershing Square Park;
4. One illuminated sign “Downtown On Ice at Pershing Square” to be placed on the wall of the Pershing Square parking garage along Olive Street facing the Millenium Biltmore Hotel (506 South Grand Avenue);
5. All lighting and décor should be properly secured and placed to withstand weather considerations and maximize safety of the public. All materials and construction used shall be high quality, heavy duty, outdoor commercial grade, and must conform with the current safety code of the California Division of Industrial Safety and OSHA requirements where applicable.
6. Light Emitting Diodes (LEDs) or incandescent bulbs may be used.

B. Restrictions on Installation

Install all lighting and décor and ensure proper set-up and operation of all lights and electrical elements subject to the restrictions below.

1. No drilling into any structures.
2. No drilling into the concrete deck.
3. No tape used.
4. Décor must not interfere with facility pigeon abatement system located on the top edge of selected buildings.

- 5. Décor shall not be placed on or attached to the roof of any facility.
- 6. All tire marks left by wheeled vehicles must be removed by water blasting.

C. Electrical Accessibility

Installed lighting and décor shall accommodate existing electrical accessibility, which should be a consideration in your design. Your firm should note where such accessibility is located during the mandatory site walk.

D. Maintenance

Contractor shall respond promptly to RAP staff reports of lights and décor requiring repair and/or replacement. The cost for all needed and necessary repairs and replacement shall be borne by contractor, including replacement of any parts and materials due to theft. Repairs shall be completed immediately, but in any event, no more than 48 hours after being reported.

E. Security

Contractor is not required to provide security personnel. However, Contractor is responsible for the security of their lighting and décor. Contractor shall, at its expense, replace or repair lighting and décor should theft or vandalism of the lighting and décor take place, restoring such to their condition when it was installed. There is security staff assigned to Pershing Square Park to patrol the park premises, but is not specifically assigned for the security of the installed lighting or décor.

F. Rental of Supplies, Materials and Equipment

All lighting and décor shall be provided and invoiced on a rental basis, including any equipment used to install such décor. Rental period is from the date lighting and décor is installed to the date lighting and décor is taken down and removed. No on-site storage will be made available for lighting equipment and materials and the equipment used to install such décor.

G. Production Schedule

The production schedule for the winter theme lighting project for 2019-2020 is listed below. The schedule is given as an example of the timeline for such a project. Initial work to be done by the selected proposer is for the project in 2019-2020. Tasks and actual dates will be given to the selected proposer thirty (30) days or more prior to the initial date(s) of the project.

<u>Task</u>	<u>Approximate Dates</u>	
Lighting Installation to Start	November 1, 2019	
Lighting Install Complete	November 7, 2019	
Christmas and Holiday Lights Removal	January 2, 2020	-
Ambient Lighting Removal	January 22, 2020	

- H. Delivery and Removal
Delivery to and removal from Pershing Square Park of all décor shall be incorporated in the proposal price. The City will not be invoiced for delivery or removal costs.
- I. Liquidated Damages
Failure to meet the production schedule or 48-hour response time for maintenance calls will result in liquidated damages of \$250 per day for each calendar day beyond the required established timeline.
- J. Permits and Licenses
It is the responsibility of the proposing entity to have the necessary experience and knowledge to determine permitting requirements. Section PSC-13 “Permits” of the Standard Provisions for City Contracts (Rev. 10/17)[v.3] states that “Contractor...shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor’s performance hereunder and shall pay any fees thereof...”

Contractor shall provide RAP with a copy of the Temporary Electric Permit issued by the Department of Building and Safety, with an attached wiring schematic for the distribution boxes outlining the amount of amperage drawn from each distribution box.

IV. INSTRUCTIONS TO PROPOSERS

A. Submitting a Written Proposal

To be considered for award under this RFP, proposing entities must submit a sealed, written proposal in response to the Proposal Submittal Items indicated herein. Proposals provide information about your background, your current business practice, and your applicable experience. Proposals are evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

- Make sure your proposal is well-organized and easy to read.
- Verify that your proposal is complete and that you’ve completely responded to all proposal items and compliance documents in the RFP.

IMPORTANT:

Charter Section 371(e)(10)

In approving this RFP, the Board of Recreation and Park Commissioners (Board), in its capacity as the contract awarding authority for the Department, finds, pursuant to Charter Section 371 (e) (10), That the use of competitive bidding would be undesirable, impractical or 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 the Department. To select the best proposer for Winter Theme Lighting at Pershing Square Park, the Board finds it is necessary to utilize a request for proposals process and to evaluate proposals received based upon the criteria included in this RFP. The Board specifically finds that the narrower and more specialized competitive sealed proposal processes authorized but not required by Charter Section 371, subsection (b), would not meet the Department's needs and therefore opts to utilize the standard request for proposals process.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award for the Agreement; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item and assembling a proposal. In the written proposal, proposers must include responses to ALL proposal items requested herein below. Proposers will not be able to add to or modify their proposals after the proposal due date.

The City may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

Proposals accepted by the City in writing constitute a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material.

B. Submittal Requirements: Proposals must contain ALL of the following:

1. Cover Letter

Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

- a. Key names, including title and position;
- b. Complete mailing addresses;
- c. Telephone and fax numbers (including office and cell numbers as appropriate);
- d. E-mail addresses, and any other information needed by City staff to contact proposers; and
- e. Include a statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.
- f. The letter must include an inked signature of the proposing entity's authority to contract.

2. Proposal Submittal Items

Proposers are to submit complete, detailed responses to all of the Proposal Submittal Items in Section V.

- Experience and Qualifications
- Proposed Design
- Proposed Compensation

3. Compliance Documents

This is a new RFP for a new Agreement. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFP process, all proposers are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit B of the RFP (“Compliance Documents”).

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. The Department reserves the right to request additional information for clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your proposal:

- Proposer’s Signature Declaration and Affidavit (Section I.A of Exhibit B)
The document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit B)
The document must be signed by an individual authorized to bind the proposer.
- Nondiscrimination, Equal employment Practices and Affirmative Action (Section I.C of Exhibit B)
Please read the instructions in Exhibit B.
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit B)
Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
- Equal Benefits Ordinance Statement/First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit B) Please read the instructions in Exhibit B.
- Living Wage Ordinance (LWO)/ Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit B) Submittal of LWO and WRO documents only required if the proposer is applying for an exemption to the ordinance requirements.
- Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission CEC Form 50 (Section I.H of Exhibit B) Please read the instructions in Exhibit B.

- h. Prohibited Contributors (Bidders) /Certification – CEC Form 55
Compliance with Los Angeles City Charter Section 470 (c)(12) (Measure H)
(Section I.I of Exhibit B) Please read the instructions in Exhibit B.
- i. Federal Tax ID Number and Form W-9
Please submit your Federal Tax ID Number on Form W-9 with the proposal.
The name on the form must match the proposer’s legal business name, as
listed on the Proposer’s Signature Declaration and Affidavit. Complete and
submit an original Form W-9 with your proposal (Section IJ of Exhibit B)
- j. Iran Contracting Act of 2010 Compliance Affidavit
The Department has made a determination that the Iran Contracting Act is
not applicable to this RFP. No action is required by proposers
- k. Disclosure Ordinances Affidavit for Border Wall Contracting and Slavery
Disclosure Ordinance – Follow instruction in Section I.L. filling out the
Affidavit
- l. Local Business Preference - Follow instruction in Section I. M.
- m. Los Angeles Residence Information – Complete Form in Section I.N. and
return with your proposal

Only the Proposer selected for award of the contract shall submit the following additional required items prior to execution of the agreement. Please read instructions in Section II in Exhibit B. (within 30 calendar days of notification of award by Department):

- | |
|---|
| <ul style="list-style-type: none"> o. Americans with Disabilities Act Certification p. Business Tax Registration Certificate q. Certification of Compliance with Child Support Obligations r. Contractor Responsibility Ordinance – Pledge of Compliance s. City-approved Proof of Insurance (Exhibit C) |
|---|

Failure of the successful proposer to submit all the required documents (specified as items “o” through “s.” above) within 30 calendar days of notification of award by Department shall cause the proposal to be deemed non-responsive and will result in cancellation of the award..

C. Proposal Submittal Information:

Deadline for Submission

To be considered, proposals must be received by the Office of the Board of Commissioners on or before 2:00 p.m., Thursday, August 22, 2019 .

Where to Submit your Proposal

The complete proposal package shall be placed in a sealed envelope(s) or box(s) labeled "Proposal for Winter Theme Lighting at Pershing Square Park." Said envelope(s) or box(s) shall have the name and address of the Proposer on the outside and be delivered to:

Los Angeles Department of Recreation and Parks
Office of the Board of Commissioners
Attention: Board Secretary
221 North Figueroa Street, 3rd Floor
Los Angeles, California 90012

Number of Copies

Please provide three (3) original proposals with wet ink signatures, at least one(1) of which is non-bound reproducible copy and one entire copy on a flash or thumb drive of your full response with all attachments included. Plainly identify the respective documents. An original proposal is a proposal that has a wet signature on all documents requesting a signature from the proposer (e.g. cover letter, compliance documents, etc.) A reproducible copy is one which can readily be reproduced through a photocopier.

Important Notices

Proposers who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the proposer(s) announced. No other information about the proposals will be made public until such time as a recommendation concerning proposals is made to the Board of Recreation and Park Commissioners.

The City reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, submitting entities will have the right to revise their submissions. Proposals may be withdrawn by written request, signed by an authorized representative of the company, and submitted to the Board Office prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board at (213) 202-2610, Attn: Board Secretary. After withdrawing a previously submitted response to the RFP, the proposer may submit another response to the RFP at any time up to the specified due date and time.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful

submitting entity to accept these obligations may result in cancellation of the award. The City reserves the right to withdraw this RFP at any time without prior notice.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

Contact with City Personnel

Please direct all comments and questions to the Contract Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be mailed, e-mailed, or faxed as follows:

Name: Nancy Jeffers, Contract Coordinator
Address: 221 North Figueroa Street, Second Floor
Los Angeles, CA 90012
E-mail: Nancy.Jeffers@lacity.org
Fax: (213) 202-2614 cover sheet required

If the City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the Contract Coordinator.

D. Document Check

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request via United States Postal Service mail or email to the following address:

Department of Recreation and Parks
Contracts Division
221 N. Figueroa St. Suite 180
Los Angeles, CA 90012
or
Nancy.Jeffers@lacity.org

The complete RFP package and all forms and information in Exhibit B are available at www.laparks.org/proposal.htm, and <http://www.labavn.org/>. Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator at the above address in writing via United States Postal Service Mail, or email no later than the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

V. PROPOSAL SUBMITTAL ITEMS

The following section will comprise the fundamentals of a responsive Proposal and the resulting Agreement to the awarded proposer. In the written proposal, proposers should include detailed responses to each of the Proposal Submittal Items. If selected as the

winning proposal, the proposer must be willing and able to commit to the Proposal Submittal Items.

Keeping in mind the winter theme lighting needs of the Department of Recreation and Parks and the requirements of the City as set forth in this RFP, proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

NOTE: ONLY ONE OPTION FOR EACH PROPOSAL CRITERION WILL BE ACCEPTED PER SUBMITTAL. MULTIPLE PROPOSAL OPTIONS CONTAINED IN A SINGLE PROPOSAL WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP. HOWEVER, PROPOSERS ARE WELCOME TO SUBMIT MORE THAN ONE PROPOSAL IN RESPONSE TO THIS RFP.

A. Experience and Qualifications

Only firms who possess a minimum five (5) years continuous experience within the last ten (10) years providing as-needed winter theme lighting, or similar service, for public agencies and/or other large organizations will be considered. Proposer shall submit a list of their references, experience, and qualifications as stated below:

1. Experience and Qualifications of Firm and Key Personnel

Proposer shall supply information concerning the background and experience of the proposing firm and key personnel proposing to work on Department's contract as listed in Scope of Work (Section III). The Department reserves the right to approve or reject key personnel. The following are examples of items that are to be included to present the firm's qualifications:

- a. Profile of firm including a brief history, year founded, business entity type, location of headquarters and subsidiaries (if any), services provided, and approximate number of personnel. State past two years annual gross revenue figures as stated on firm's 2017 and 2018 tax or fiscal year returns.
- b. Qualifications and experience of key personnel of the firm that will be assigned to this project. Submit resumes including title, duties/tasks, qualifications, as well as years of relevant work experience.

2. Experience with Similar Contracts

Proposer shall provide a description of previous work experience in servicing similar contracts to document a minimum of five (5) continuous years within the last ten (10) years with public agencies and/or other large organizations. Complete the "Experience with Similar Contracts" Table (Exhibit D) to include the following information:

- a. Client's name and address;

- b. Beginning and ending dates of the contracts;
- c. Summary of the Scope of Services provided; and
- d. Contact person to provide reference (include name and telephone number).

3. References

Proposer shall attach at least three (3) reference letters from former or current clients to document work experience and client satisfaction during the five continuous years of Experience with Similar Contracts. The letters are to include date, name of organization, business address, phone number and signature (with printed name) of contact person.

Note: Submission of a proposal in response to this RFP constitutes permission to Department to contact any identified previous clients to request information on the performance of the Proposer.

B. Proposed Design

Provide a design proposal for the lighting of Pershing Square Park to include:

- 1. A written narrative of a design proposal for Pershing Square Park; and
- 2. Accompanying pictures, illustrations or diagrams of products, product sizes, dimensions, and specifications. Proposers are to provide detailed plans and representations of their proposed design showing overall effect. Submission of color photos or diagrams is desirable. Diagram or picture size must be of sufficient size to allow reviewers to evaluate the details of the proposed design. Provide details about the nature and type of materials used and how they will be secured on site.

C. Proposed Compensation

State proposed compensation not to exceed Ninety Thousand Dollars (\$90,000.00) for the 12-month period of the contract below.

Item #	Item description	Amount
C.1	Labor charge to install/take-down lighting	
C.2	Charge for rental of lighting and décor	
C.3	Proposed payment schedule and amounts for above two items	

VI. EVALUATION AND AWARD

A. Evaluation Process and Criteria

The Department reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. **Each**

proposer must pass Level I in order to advance to Level II.

Tentative Interview Dates:

Interviews of the proposers by the evaluation panel may be scheduled at a later date for the purpose of clarifying matters in the proposals or responding to questions by the evaluation panel.

Level I – Compliance with RFP Submission Requirements: (Section IV.B.)

The Department will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements and mandatory document submissions.

- Cover Letter
- Proposal Deposit
- Compliance Documents (from Exhibit B)
- Proposal Submittal Items

Level II – Evaluation and Scoring Criteria of Proposal Items:

For the purposes of Level II evaluation, the responsive proposals will be evaluated, ranked and scored based on the criteria below:

Experience and Qualifications (25 points possible)

Scoring will be based on factors such as relevance and depth of experience and qualifications of key personnel of firm, and quality and nature of referrals from current and previous customers.

Proposed Design (25 points possible)

Scoring will be based on thematic consistency and continuity, creativity of design, appropriateness of design to facility and community, and clarity and completeness of details shown in accompanying pictures and diagrams.

Proposed Compensation (50 points possible)

Scoring will be based on competitiveness of pricing relative to other proposals submitted.

B. Evaluation and Recommendation

Responsive proposals to this RFP will be ranked in each of the criteria above and scored according to the rank. The Department may engage outside individuals to compose an evaluation panel.

Furthermore, the City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each Responsive Proposer and any information contained in its proposal.

All proposals in response to this RFP will be evaluated solely on the basis of the criteria listed above and the ranking of any review panel will serve as a basis to

formulate the General Manager's recommendation, setting forth the reasons for recommendation in a report to the Board of Recreation and Park Commissioners.

C. Award

The General Manager of the Department of Recreation and Parks recommends contract awards to the Board of Recreation and Park Commissioners. The Department shall notify all proposers in writing of the General Manager's recommendation.

The Board will consider the General Manager's recommendation during a public Commission meeting and may accept or reject the General Manager's recommendation in making their decision as to the selection.

Once the award is approved, the selected proposer will complete and submit the additional documents as required by this RFP, City Ordinance, State and/or Federal laws within 30 days of written notification by the Department.

D. Contractual Arrangements

The proposer selected to perform the services outlined in this RFP will enter into an Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles. The Standard Provisions for City Contracts (Rev. 10/17)[v.3] (Exhibit A hereto) will be incorporated into the Agreement.

E. Verification of Information

The Department reserves the right to verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the Department reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the Department reserves the right to terminate the Agreement.

F. Cost of Preparation

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal. All proposers who respond to solicitations do so solely at their own expense.

G. City's Right to Reject Proposals and to Waive Informalities

In accordance with Los Angeles City Charter Section 371(c): "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

VII. EXHIBITS

- A. Standard Provisions for City Contracts (Rev. 10/17)[v.3]
- B. Compliance Documents
- C. Insurance Requirements
- D. Experience with Similar Contracts Table

- E. Pershing Square Park Map
- F. Sample Contract

Pershing Square

Proposal I



Los Angeles Department of Recreation and Parks

Office of the Board of Commissioners
Attention: Board Secretary
1200 W. 7th Street, 4th Floor
Los Angeles, CA 90012

Proposal 1

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Reference Letters

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Cover Letter

Mobile Illumination, Inc. (MI) has been honored to be a part of the seasonal celebrations at Pershing Square for the past 12 years. We have worked diligently to provide quality lighting and décor options for the City of Los Angeles while always adhering to the allocated budget and schedule each year. We have worked closely with Louise Capone to creatively change the design year to year and draw attention to a dynamic, decorative theme at Pershing Square each and every year. We hope that all parties involved have been pleased with the service and quality we have put forth since 2006.

MI has thoroughly reviewed the RFP for Winter Theme Lighting at Pershing Square Park (SCG 19-102) dated July 25th, 2019. Within the allocated budget, MI has designed a practical and sustainable proposal. The scope of work outlined in the proposal will magically transform Pershing Square into a Winter Wonderland. Of the 3 proposals we are submitting, this 'Proposal 1' follows most closely to the designs that were incorporated in 2018. There are additions above and beyond 2018's design obviously due to the increased budget for this year.

The design, installation, maintenance, and removal outlined in this proposal fall within the allocated budget. MI offers Pershing Square and the people of the City of Los Angeles a superior design at an unrivaled value, placing it in the category of Tavern of the Green, Rockefeller Center, The Grove, and The City of Beverly Hills. All of these have become holiday icons for communities to gather and celebrate. As is the case every time MI installs decorations in public areas, the utmost care will be given to safety during installation and throughout the holiday season. The philosophy of the design is threefold with more detail provided in the Proposal of Services Section

- Create an inviting, impressively eye-catching atmosphere
- Highlight the Perimeter of the Park to attract attention from heavy vehicle traffic on adjacent streets
- Create a Winter Wonderland in the interior of the park to complement the ice-skating rink and provide a warm atmosphere for friends and family to enjoy

Key Employees:

Jason Zdenek, President

Alexa Zdenek Linquata, Senior Manager

Brittney Op't Eyndt, Project Manager

Mailing Address:

Mobile Illumination, Inc.
9255 Corbin Ave.
Northridge, CA 91324
Phone: 800.840.1777
Email: Jason.zdenek@mobileillumination.com

Mobile Illumination, Inc. confirms acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions. Mobile Illumination has the authority to contract for SCG 19-102.



Jason Zdenek

Section A: Experience & Qualification (Proprietary Information)
Exempt from disclosure under Public Records Act (CA code Sec 3250 et seq)

1) Experience and Qualifications of Firm and Key Personnel

Mobile Illumination has 18 years of continuous experience providing exceptional designs and installations for Holiday and Winter themed lighting and décor projects. Our clientele includes a substantial amount of public agencies and many of the largest commercial and retail shopping centers in Southern California. The company provides design, installation, service, removal, and storage of holiday lighting and decorations. MI specializes solely on providing lighting and decorations during the holidays. As such, MI has been able to develop an impressive background of experience with holiday lighting. The company's Mission is to provide holiday lighting and decorations to the residential and commercial markets that value quality and service. This is accomplished while adhering to the values of Integrity, Honesty, Competitiveness, and Creativeness. Under no circumstance will the company undermine its reputation or brand recognition for profit. As such MI has continued to grow, largely due to repeat business and referrals.

An integral part of our business is service, for which MI proudly maintains an average response time for repair calls with over 75% of repair calls answered on the same day. Service being a priority for the company, MI has chosen to focus its 20 vehicle fleet on serving the Southern California market to uphold its reputation of excellence for service. As a matter of principle and priority, the City of Los Angeles can be rest assured that prompt response to service needs to Pershing Square will not be an issue.

The majority of the supplies and materials are already paid for and stored in our warehouse. Additional financial expenditures are internally funded from corporate retained earnings. The company is cash positive, and in good credit standing with American Business Bank.

a. Mobile Illumination was established in 1999 as a commercial and residential holiday lighting and decorations company. In the beginning the company was a sole proprietorship and employed only a handful of people. MI has since been incorporated and grown to employ over 75 people in 2018 with two large warehouses in Chatsworth, California and Northridge, California with an impressive fleet of boom lifts and trucks. As a matter of principle, all employees have always been paid above the Living Wage Rate for Los Angeles. The annual revenue of MI is listed in Appendix A and is company proprietary information.

b. All management level employees of the company hold Undergraduate university degrees or higher and will be working directly with this project. The owner Jason Zdenek has an Undergraduate degree in engineering from UCLA. Jason is also a certified Electrical Contractor (18 years relevant experience). Jason and Rudy Hernandez are responsible for Operations and Installations while Alexa Zdenek Linquata (17 years relevant experience) is the Office Manager and Brittney Op't Eyndt (9 years experience) is the Project Manager. Résumés are included in Appendix A.

2) Experience with Similar Contracts

MI has been specializing in seasonal lighting and décor installation, service, removal, and storage of such projects since inception in 1999. In 2018 MI provided holiday lighting and/or decorations for 350 properties. Past clients have included Universal Studios Hollywood, The Grove, The Commons at Calabasas, Americana at Brand, and Burton Chace Park. All of the listed projects have been multiple year contracts ranging from 4-14 years. Below is a partial list of local cities that we have partnered with throughout the years:

- City of Beverly Hills
- City of Burbank
- City of Santa Clarita

- City of Los Angeles Recreation and Parks
- City of South Gate
- City of Torrance
- City of Glendale
- City of Pacoima
- City of Inglewood
- City of Thousand Oaks
- Department of Beaches and Harbors

For the 2018 season, MI has been selected for lighting and decorating of Caruso Affiliated properties including The Americana, which is a 16+ acre property in Los Angeles. The lighting and décor is very extensive at this property and has become renowned for its holiday celebrations and concert series. The design we are proposing for Pershing Square will be of the same caliber as the work done at The Americana at Brand. Several pictures of these projects as well as others are shown in Appendix B. Descriptions of previous work are detailed in the Exhibit D; "Experience with Similar Contracts".

3) References

Reference letters and reference pictures pertaining to our work and service are included in Appendix B.

Section B: Proposed Designs

MI has worked closely with the personnel associated with managing this property and we have thoroughly enjoyed being a part of such a wonderful time of year for the City of Los Angeles for the past 12 years. Design changes year to year in both lighting and décor have been an integral part of providing a continued attraction for Angelinos to enjoy each and every year. We have worked tirelessly to maintain the highest quality product and value every year. This section details our proposed design for both lighting and décor for this RFP.

Extensive efforts have been made on the part of City staff and Mobile Illumination to reduce the issues with GFIs (Ground Fault Interrupter) tripping due to rain and moisture. Despite these efforts the outlets have continued to be problematic. In 2014 through 2018 much of the property was switched over to LED lighting which greatly reduced the GFI problems. For this reason, all of the proposed designs for 2019 will include LED lighting and décor. It is worth noting that LED lighting will reduce, but not eliminate, GFI issues. For a more detailed explanation on GFIs, please see Exhibit E.

- MI proposes installing wall washes and trunk wraps on the 41 palm trees that outline this beautiful park. This is an impactful design that will grab the attention of the hundreds of thousands of commuters that travel Olive St., 5th St., and/or 6th St.



Actual photo of work done by Mobile Illumination for Pershing Square in 2018

- To accent the stage area of the park, the 2 front canary palm trees will be trunk wrapped as shown below. High density, 3 inch spacing warm white LED mini lights provide a tight, uniform coverage of the trees and illuminate the stage for the benefit of the continued concert series throughout the season.
- A dense curtain of lights will be installed between the two palm trees to create an impressive backdrop for the stage



Actual photo of work done by Mobile Illumination for Pershing Square in 2018

- The four coral trees around stage will be illuminated with wall washes. These trees frame the stage perfectly and will help add a festive atmosphere to the stage.



- The 18 trees of the orange grove will be decorated throughout the leaves with warm white LED mini lights. The overhead extension cords and control cables will be decorated with low voltage warm white LED lighting to create a canopy accent over the orange grove. The low voltage lighting will help reduce GFI issues.



Actual photo of work done by Mobile Illumination for Pershing Square 2018

- To illuminate the Ice Skating Rink area, MI will trunk wrap the 6 Liquid Amber trees with warm white LED lights. These trees are in a central area for foot traffic and vendor booths. This will help provide a gorgeous backdrop for the ice skating rink.



Actual photo of work done by Mobile Illumination for Pershing Square 2018

- Along the walkway parallel to Hill St., MI will install overhead, decorative, warm white LED C9 string lighting. This will add substantial lighting to the east side of the property illuminating approximately 30 trees. This will provide a great ambience throughout the walkway and pet run area.



Actual photo of work done by Mobile Illumination

- The small pygmy palms along Hill St. will be beautifully trunk wrapped with warm white LED mini lights.



Actual photo of work done by Mobile Illumination 2019

- Rotating snowflake gobos to be installed on roof of yellow building shining on purple tower wall



Actual photo of work done by Mobile Illumination 2019

- Decorate the two existing orbs near fountain with large snowflakes using removable latex paint. Large ornament topper-hook will be provided as well to give the illusion of two large ornaments



Actual photo of work done by Mobile Illumination for Pershing Square 2018

- This artistic interpretation of a beautiful illuminated fountain will be a centerpiece on the decking of the original Pershing Square fountain. Guests will be able to take stunning photos from all sides of this display



- A large three dimensional to be installed on peach wall at the Pershing Square parking garage along Olive St. facing the Millennium Biltmore Hotel



LEGEND

LED Wall Washes and Trunk Wraps

★ LED Foliage Design

⊗ Overhead C9 Lighting

Signage

● Artistic Illuminated Fountain

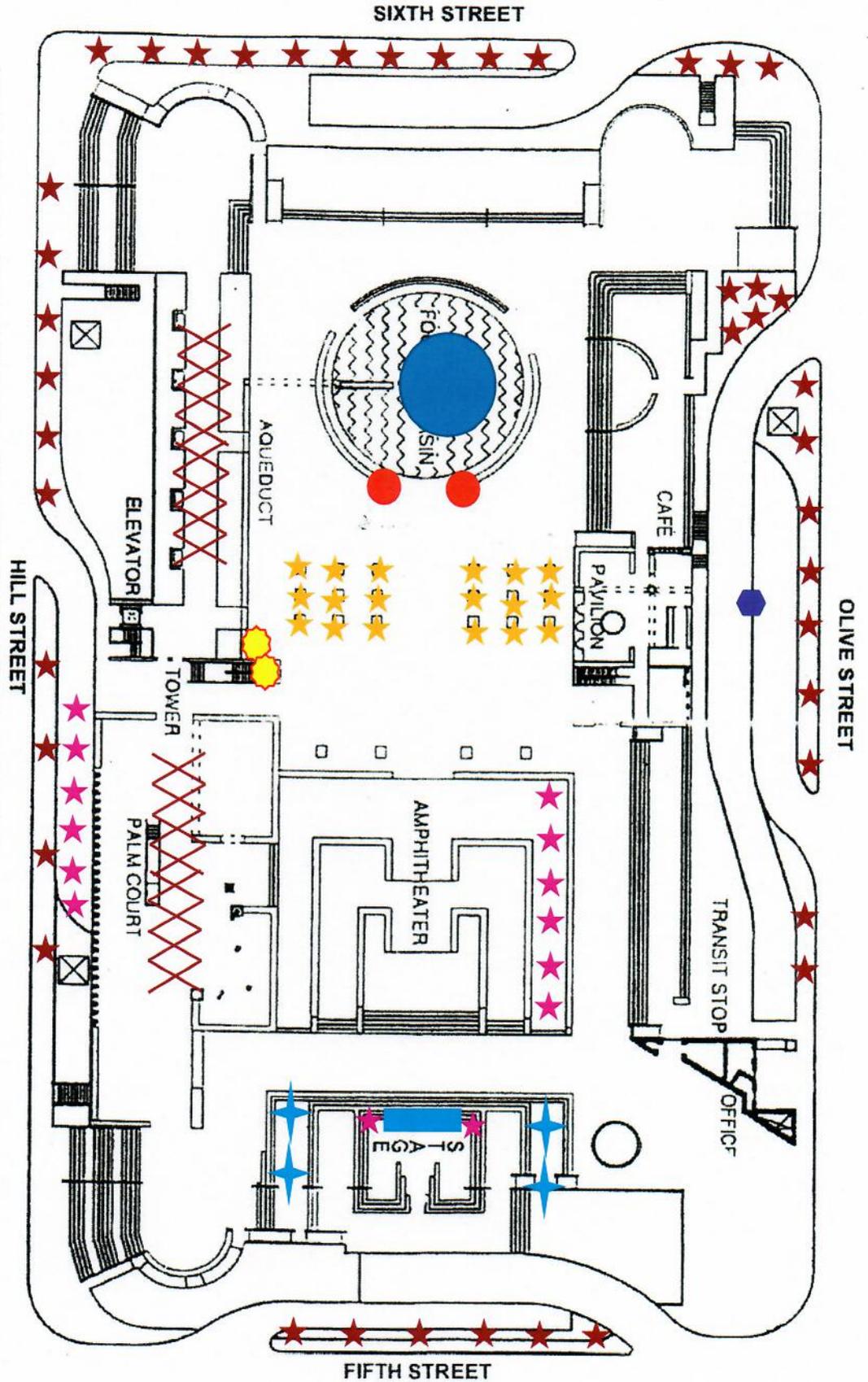
■ Waterfall of Lights

LED Trunk Wrap

★ RGB Wall Washes

☀ Multiple Rotating Gobo Projections

● Wrapped Ornament Designs



Summary of Proposal Lighting and Décor (pages 5-16)

CLIENT: Winter Theme Lighting at Pershing Square Park	
Address: 532 South Olive Street	
City: Los Angeles	Zip Code: 90013
QTY	DESCRIPTION
41	LED- Trunk wrap 10' of upper portion of perimeter palm trees along Olive St, Hill St, 5th St, and 6th St.
41	LED DMX RGB W16 Wall Washes on perimeter palm trees along Olive St, Hill St., 5th St., and 6th St.
18	LED- Foliage Design on citrus trees near water fountain
1	LED- Electrical canopy for citrus trees
6	LED- Trunk wrap of liquid amber trees on the West side of Ice Rink
16	LED- Trunk wrap pygmy palms on Hill St.
2	LED- Trunk wrap of front palm trees on stage
1	Twinkle LED- Waterfall of lights between two front palm trees on stage
2	LED- 12" spacing overhead lighting in 2 sections above two areas along Hill St.
4	LED DMX RGB W16 Wall Washes on the coral trees around stage, 4 fixtures per tree (16 total)
2	Rotating snowflake gobos shining on purple tower wall
2	Decorate existing orbs near fountain to look like large ornaments
1	Artistic Illuminated Fountain of lights - 11ft tall by 18ft wide
1	"Downtown on Ice at Pershing Square" sign
	Total: 90,000

Section C: Proposed Compensation

Proposed compensation not to exceed \$90,000.00 for the first 12- month period of the contract below

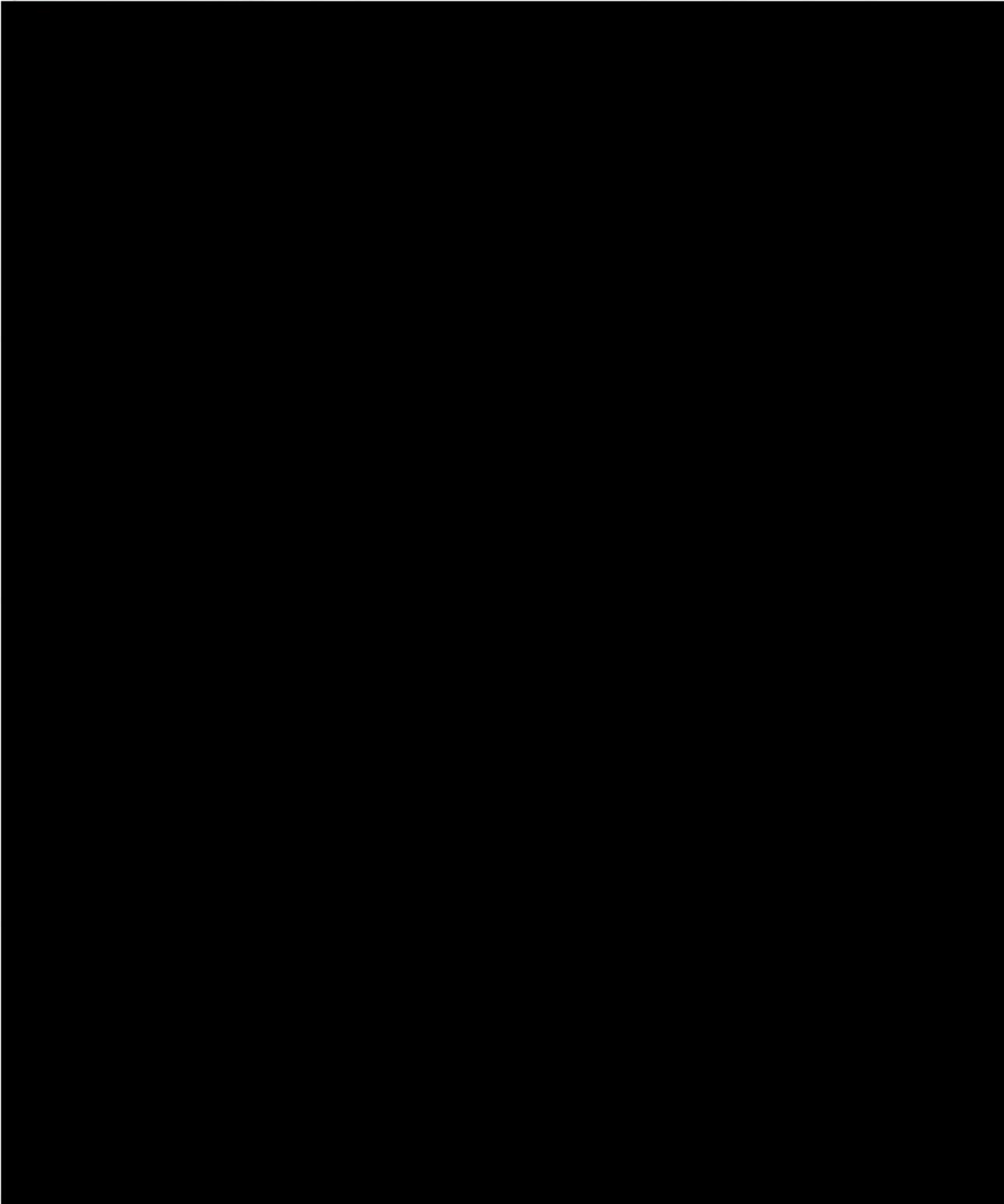
<u>Item #</u>	<u>Item Description</u>	<u>Amount</u>
C.1	Labor charge to install/take-down lighting/décor	55,800
C.2	Charge for rental of lighting and décor	34,200
C.3	Proposed payment schedule and amounts for above two items	50% deposit due 10/1/19 40% due 11/15/19 10% due 01/15/20

Appendix A

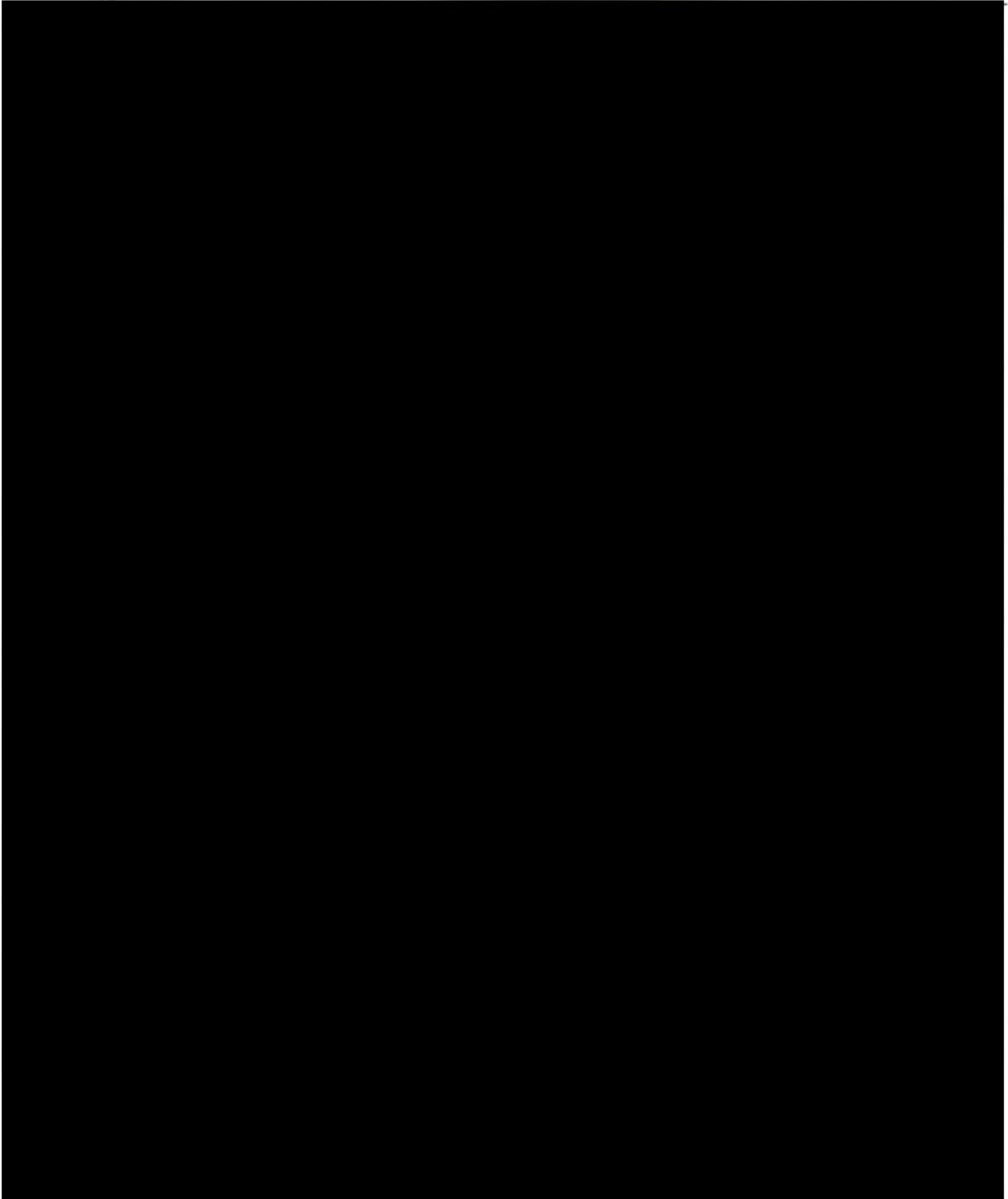
Company Proprietary

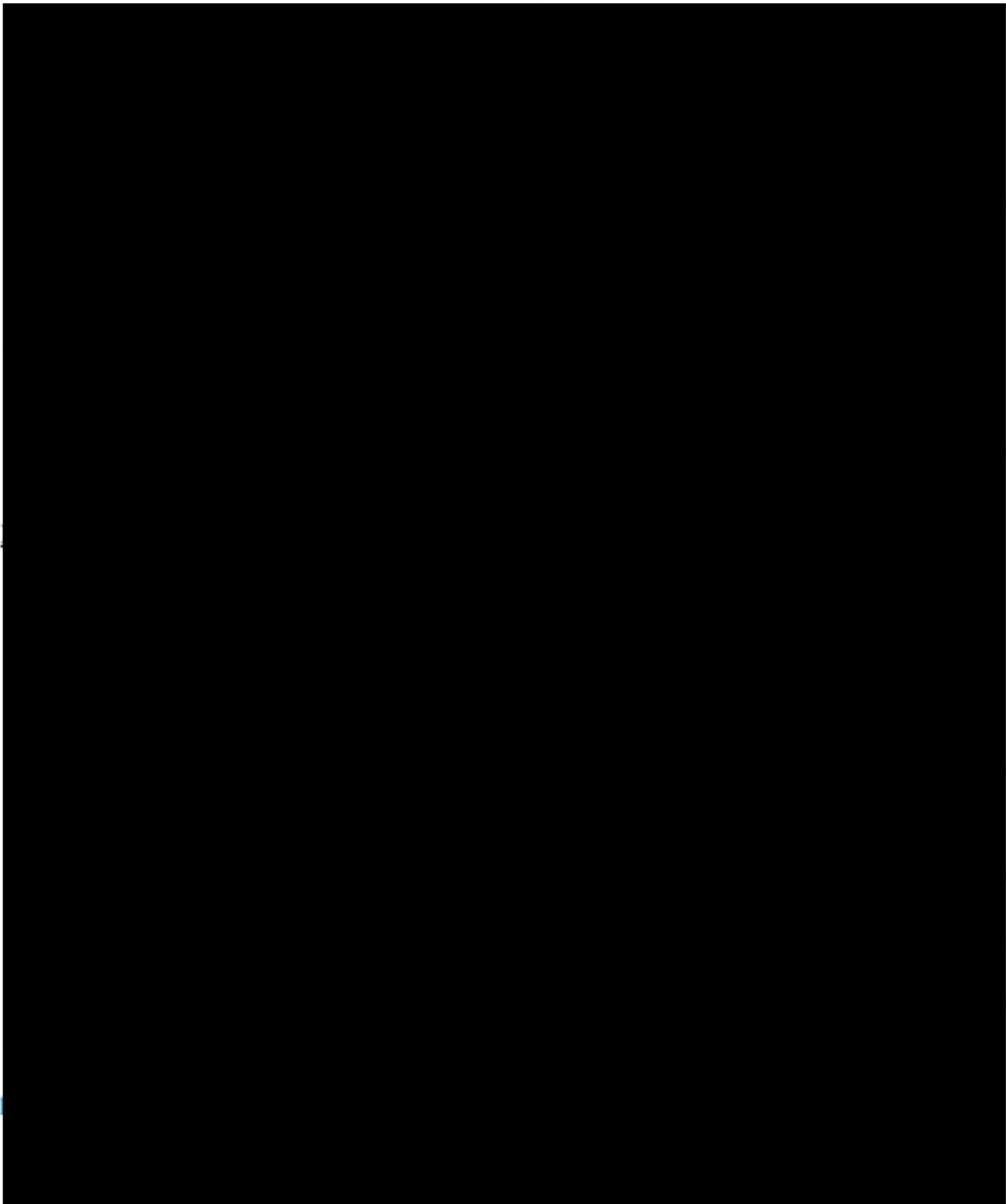
Exempt from disclosure under Public Records Act (CA code Sec 6250 et seq)



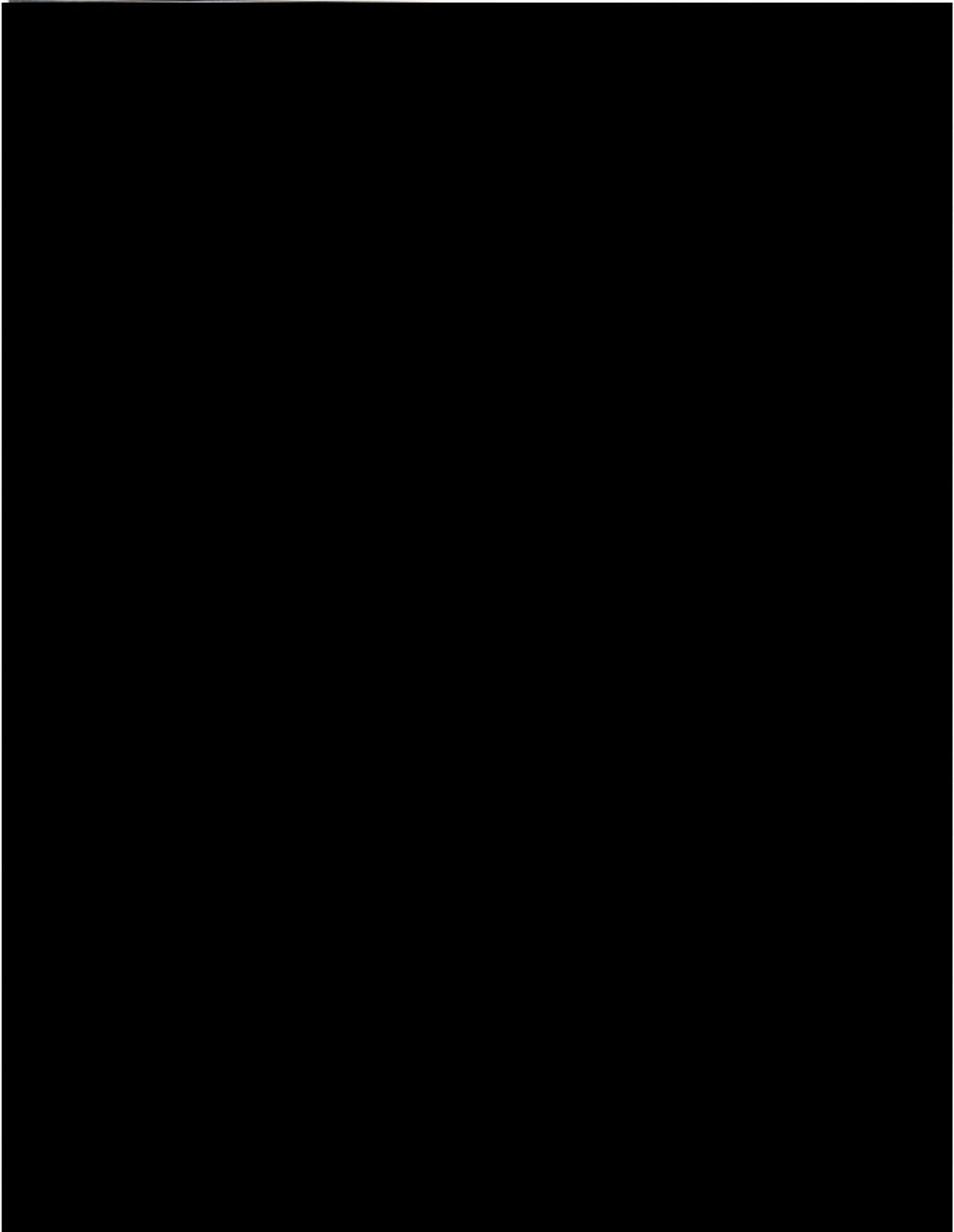


ALEXA ZDENEK LINQUATA





' BRITTNEY OP'T EYNDT



Appendix B

Examples of Our Work



48' long decorated spans over Wilshire Blvd. for City of Beverly Hills



10' three-dimensional illuminated star cantilevered over edge of building with 60' long twinkling tail



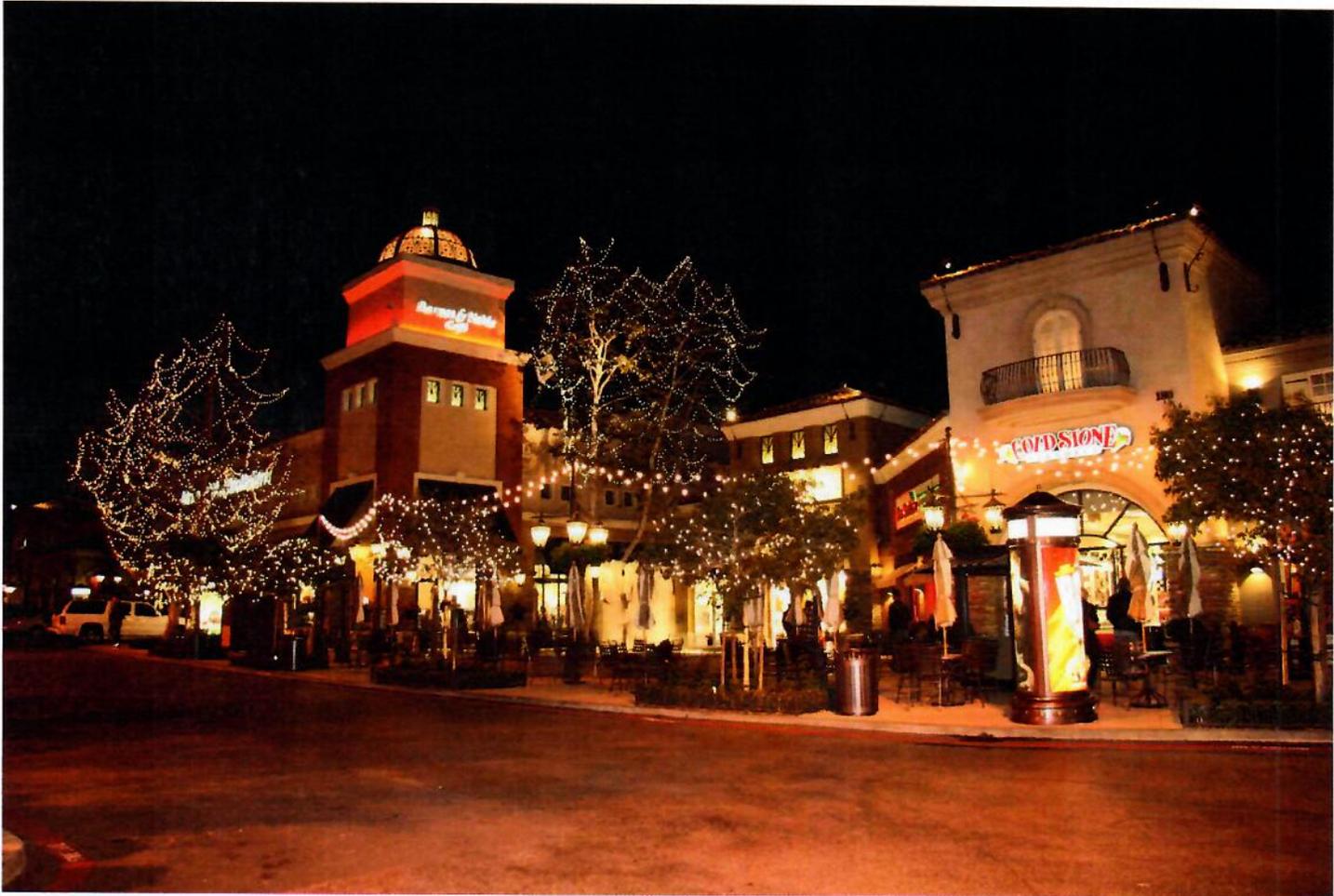
Private Residence



Fully DMX controllable and synchronized LED wall wash lighting



Installation of +500,000 lights at The Grove





38' tall artificial tree with 8'X8' tunnel through tree for City of Burbank. Included lights and decorations for surrounding city blocks



Custom designed overhead displays allowing for continued traffic use of the city's main downtown district



August 21, 2015

To Whom It May Concern,

Baldwin Hills Crenshaw Plaza (BHCP) is a commercial shopping complex situated on 43 acres in Los Angeles. BHCP has been using the lighting and décor services from Mobile Illumination (MI) since 2011. Mobile Illumination has been professional, creative, reliable, and flexible in all aspects of the project. The servicing component of their services is second to none. Most of the time, through their routine maintenance checks, if there is an issue with the lighting and décor, Mobile Illumination is able to repair it before it is even brought to the attention of property management.

Furthermore, Baldwin Hills Crenshaw Plaza has been able to increase and grow the holiday lighting and décor program over the years with the help of Mobile Illumination. They have a vast amount of experience and keep the property needs at the forefront of decision making. It is with the highest regard that Baldwin Hills Crenshaw Plaza wholly recommends MI for other commercial or municipal projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Freeman", with a horizontal line extending to the right.

Rachel Freeman
General Manager



City of
SANTA CLARITA

23920 Valencia Boulevard • Suite 300 • Santa Clarita, California 91355-2196
Phone: (661) 259-2489 • FAX: (661) 259-8125
www.santa-clarita.com

April 3, 2014

To whom it may concern,

Re: Recommendation of Mobile Illumination

It is with great confidence that I recommend Mobile Illumination. As the project manager for the City of Santa Clarita's decoration of Main Street in Old Town Newhall, I was very pleased with every aspect of our City's partnership with Mobile Illumination.

The professionalism exhibited by Mobile Illumination was a key element in helping our City's elected officials and staff feel comfortable with entrusting them with such a high profile project. The installation portion of the project was performed with the utmost consideration of the neighboring community.

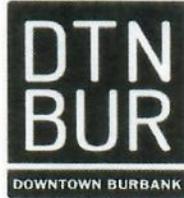
I was most impressed with the customer service demonstrated by all representatives of the Mobile Illumination during each phase of the project. If ever I had the need to contact Mobile Illumination, my request was resolved right away.

The project was truly a one-of-a-kind and was considered a great success by our community. If you would like any additional information, please feel free to contact me at (661) 286-4059.

Sincerely,

Darin Seegmiller
Project Development Coordinator





Downtown Burbank
275 E. Olive Ave.
Burbank, CA 91502
March 9, 2015

To whom it may concern:

In 2014 The Downtown Burbank Partnership hired Mobile Illuminations to complete holiday décor work for Downtown Burbank. Staff worked directly with Jason Zdenek, President of Mobile Illuminations, and always received fast communication, and a high caliber of services.

With the help of his team, Mr. Zdenek was able to provide great attention to detail, and create an exceptional holiday display in Downtown Burbank including a 36' foot holiday tree, branded light displays, light wrapped trees, and festive holiday wreaths.

We look forward to working with Mobile illuminations next year, and would highly recommend their holiday décor services.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Cusumano'.

Michael Cusumano
Chair
Downtown Burbank Partnership

◆ Downtown Burbank Partnership ◆ 275 E. Olive Ave. ◆ 818.238.5180 ◆ www.DTNBUR.com ◆

Appendix C

Compliance Documents

PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, JASON ZDENEK

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

PRESIDENT AND SECRETARY

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

is of MOBILE ILLUMINATION, INC.

(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

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

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

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

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

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

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me this 21 day of

[Signature]
(Signature)

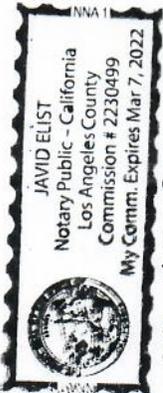
President
(Title)

8/21/19
(Date)

AUGUST 2019
(Month / Year)

[Signature]
(Notary Public)

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



DISPOSITION OF PROPOSALS

Disposition of Proposals

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

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

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

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

JZ

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



Signature of person authorized to bind proposer

AUGUST 21, 2019

Date

**NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES,
AND AFFIRMATIVE ACTION PROGRAM**

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

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

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

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

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

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

A. During the performance of this contract, the contractor agrees and represents that it will provide equal employment practices and the contractor and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, the contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.

E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 321 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.

I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.

K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Hiring practices;
2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
3. Training and promotional opportunities; and
4. Reasonable accommodations for persons with disabilities.

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

Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of \$1,000 or more.

Sec. 10.8.4. Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the **AFFIRMATIVE ACTION PROGRAM** provisions of such Contract:

- A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- B. The Contractor shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The 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 DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.
- H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or preaward conference in order to develop, improve or implement a qualifying Affirmative Action Program.
1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:
- (a) Recruit and make efforts to obtain employees through:
 - (i) Advertising employment opportunities in minority and other community news media or other publications.
 - (ii) Notifying minority, women and other community organizations of employment opportunities.

- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
 - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
 - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
 - (vi) Validating all job specifications, selection requirements, tests, etc.
 - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.
 - (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.
 - (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
 - (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

- 9
- (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
 - (i) What steps were taken, how and on what date.
 - (ii) To whom those efforts were directed.
 - (iii) The responses received, from whom and when.
 - (iv) What other steps were taken or will be taken to comply and when.
 - (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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.

Affirmative Action Practices as outlined in Section 10.8.4, Non-Discrimination Practices as outlined in Section 10.8.2 and 10.13 along with Equal Employment Practices as outline in Section 10.8.3 Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:

1. The contractor has read all the above-mentioned clauses and certifies that it will adhere to the practices in the performance of all contracts.

MOBILE ILLUMINATION, INC
COMPANY NAME



AUTHORIZED SIGNATURE

9255 CORBIN AVE.
ADDRESS

JASON ZDENEK, PRESIDENT
NAME AND TITLE

NORTHRIDGE, CA 91324
CITY, STATE, ZIP

800-840-1777
TELEPHONE/EMAIL

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS	NANCY JEFFERS	213-202-5628
City Department/Division Awarding Contract	City Contact Person	Phone
SCG 19-102 ; WINTER THEME LIGHTING AT PERSHING SQUARE PARK		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

MOBILE ILLUMINATION, INC.			
Bidder/Proposer Business Name			
9255 CORBIN AVENUE	NORTHRIDGE	CA	91324
Street Address	City	State	Zip
JASON ZDENEK	800-840-1777		
Contact Person, Title	Phone		Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____/____/____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____/____/____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

JASON ZDENEK, PRESIDENT
Print Name, Title


Signature

AUGUST 21, 2019
Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

**EQUAL BENEFITS ORDINANCE / FIRST SOURCE
HIRING ORDINANCE**

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 19525 EIN/TIN: 870709863
Company Name: Mobile Illumination, Inc.
Company Address: 9255 Corbin Ave.
City: Northridge State: CA Zip: 91324
Contact Person: Jason Zdenek Phone: 800-840-1777 E-mail: jason.zdenek@mobileillumination.com
Approximate Number of Employees in the United States: 60
Approximate Number of Employees in the City of Los Angeles: 60

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 Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

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

Electronic Signature:*

Jason

First name

Zdenek

Last name

- 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.

**MUNICIPAL LOBBYING ORDINANCE (MLO)
CEC FORM 50**



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

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:
 SCG 19-102 / 19535

Awarding Authority (Department):
 DEPARTMENT OF RECREATION AND PARKS, LOS ANGELES

Name of Bidder:
 MOBILE ILLUMINATION, INC.

Phone:
 800-840-1777

Address:
 9255 Corbin Ave. Northridge, CA 91324

Email:
 jason.zdenek@mobileillumination.com

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: AUGUST 21, 2019

Signature:

Name: JASON ZDENEK

Title: PRESIDENT

PROHIBITED CONTRIBUTORS – CEC FORM 55



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

SCG 19-102

Date Bid Submitted:

AUGUST 22, 2019

Description of Contract (title of RFP and services to be provided):

WINTER THEME LIGHTING AT PERSHING SQUARE PARK; Lighting and Decor

City Department Awarding the Contract:

DEPARTMENT OF RECREATION AND PARKS, LOS ANGELES

BIDDER INFORMATION

Name: MOBILE ILLUMINATION, INC.

Address: 9255 Corbin Ave. Northridge, CA 91324

Email: jason.zdenek@mobileillumination.com

Phone: 800-840-1777

SCHEDULE SUMMARY

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. SCHEDULE B — Subcontractors and Their Principals (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: AUGUST 21, 2019

Signature: _____

Name: JASON ZDENEK

Title: PRESIDENT



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of 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.

Check this box if additional Schedule A pages are attached.

Name: JASON ZDENEK Title: PRESIDENT
 Address: 9255 Corbin Ave. Northridge, CA 91324

Name: _____ Title: _____
 Address: _____



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

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 that threshold.

Subcontractor: _____

Address: _____

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are 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.

Check this box if additional Schedule B pages are attached.

Name: _____ Title: _____

Address: _____

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

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MOBILE ILLUMINATION, INC	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <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> <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) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 9255 CORBIN AVE	Requester's name and address (optional)
6 City, state, and ZIP code NORTHRIDGE, CA 91324	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

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.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											

Notes: 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.

OR	
Employer identification number	

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.

Sign Here	Signature of U.S. person ▶	Date ▶ 6/12/19
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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.

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.

**DISCLOSURE ORDINANCES AFFIDAVIT FOR
BORDER WALL CONTRACTING
AND
SLAVERY DISCLOSURE**

CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

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

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

1. I, Jason Zdenek 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>19525</u> BAVN Company Id	<u>870709863</u> EIN/TIN		
<u>Mobile Illumination, Inc.</u> Company Name			
<u>9255 Corbin Ave.</u> Street Address	<u>Northridge</u> City	<u>CA</u> State	<u>91324</u> Zip
<u>800-840-1777</u> Phone	<u>info@mobileillumination.com</u> Email		
3. The company came into existence in 2003 (year).
4. The Company has searched its records and those of any Predecessor Companies for information relating to Participation or Investments in, or Profits derived from Slavery or Slaveholder Insurance Policies. Based on that research, the Company represents that: (mark only the option(s) that apply):
 - The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
 - The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
 - The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.
5. The Person/Company has searched its records for information relating and based on that research, the Person/Company represents that (mark only the option(s) that apply):
 - The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
 - The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.
6. 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 found no records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association.
 - The Person found records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Jason Zdenek, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Jason Zdenek

Signature

24 June, 2019

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.

LOCAL BUSINESS PREFERENCE PROGRAM

SMALL BUSINESS ENTERPRISE CERTIFICATION

Supplier Profile

State of California Certification



Certification ID : 2002185

Legal Business Name

MOBILE ILLUMINATION, INC

Doing Business As (DBA) Name1

Doing Business As (DBA) Name2

Office Phone Number

800/840-1777

Business Fax Number

Business Web Address

http://www.mobileillumination.com

Service Areas

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo, Yuba

Address

9255 Corbin Avenue

Northridge

CA 91324

Email:

jason.zdenek@mobileillumination.com

Total No. of Employees

10

Business Types

Non-Manufacturer, Service

Notification Preference

Email

[View Keywords](#)

[View Classifications](#)

[View SB](#)

[Amend SB](#)

[Apply for Certification](#)

LOS ANGELES RESIDENCE INFORMATION

SECTION N
LOS ANGELES RESIDENCE INFORMATION

LOS ANGELES RESIDENCE INFORMATION

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

Organization: MOBILE ILLUMINATION, INC.

I. Corporate or Main Office Address

9255 Corbin Avenue

Northridge, CA 91324

II. Total Number of Employees in the Organization: 59

III. Percentage of the Proposer's Total Workforce Employed within the City Of Los Angeles:

100%; Percentage Residing in the City: 90%

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

N/A

V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within

the City: N/A; Percentage Residing in the City: N/A

Appendix D

“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.”

Proprietary Information in this Proposal include:

Exempt from disclosure under Public Records Act (CA code Sec 3250 et seq)

Section A: Experience & Qualifications -----	19-23
Exhibit B, Attachment B for Sections D through H -----	52
Exhibit D, Experience with similar contracts -----	72

**EXHIBIT D (Company Proprietary)
EXPERIENCE WITH SIMILAR CONTRACTS**

EXHIBIT D - Exempt from Disclosure under Public Records Act (CA code Sec 6250 et seq)

Submission in response to the Winter Theme Lighting at Pershing Square Park Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients listed on this exhibit.

Client's Name:	Address:	Dollar amount of the entire project:	Beginning and ending dates of the contract:	Reference Contact Person: