

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

5-11-15
DATE: 03/16/2015

FROM (DEPARTMENT): Mayor's Office of Homeland Security & Public Safety

CONTACT PERSON: Gabriela V. Jasso PHONE: (213) 978-0756

CONTRACT NO.: C-125623 COUNCIL FILE NO.: 13-0882

ADOPTED BY COUNCIL: 03/04/2015

- NEW CONTRACT
- AMENDMENT NO. _____
- ADDENDUM NO. _____
- SUPPLEMENTAL NO. _____
- CHANGE ORDER NO. _____

APPROVED BY BPW: N/A
DATE: _____

CONTRACTOR NAME: ESi Acquisition, Inc.

TERM OF CONTRACT: March 1, 2015 THROUGH: May 15, 2015

TOTAL AMOUNT: \$75,000.00

PURPOSE OF CONTRACT:

This Professional Service Agreement between the City of Los Angeles and ESi Acquisition, Inc. is to update the Emergency Operations Center WebEOC incident management system.



PROFESSIONAL SERVICES AGREEMENT

Contractor: ESi Acquisition, Inc.

Title: WebEOC Incident Management Systems Project ("WebEOC")

Said Agreement is Number C-125623 of City Contracts

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EXHIBITS

- Exhibit A Indemnification and Insurance Requirements
- Exhibit B Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions
- Exhibit C Certification Regarding Lobbying
- Exhibit D Certification Regarding Drug Free Workplace Requirements
- Exhibit E City Ethics Commission (CEC) Form 50
- Exhibit F BAVN Document Submission Guide- Equal Benefits Ordinance (EBO) and Non-Discrimination-Affirmative Action
- Exhibit G Notice to Employees Working on City Contracts RE: Living Wage Ordinance and Prohibition against Retaliation
- Exhibit H Living Wage Ordinance Forms
- Exhibit I Schedule of Deliverables and Payments

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND
ESI AQUISITION, INC.

THIS AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation ("City") and ESI Acquisition, Inc., a Delaware corporation ("ESI" or "Contractor").

WITNESSETH

WHEREAS, the U.S. Department of Homeland Security ("DHS"), through the Grant Programs Directorate within the Federal Emergency Management Agency ("FEMA"), has provided financial assistance to the Los Angeles/ Long Beach Urban Area ("LA/LBUA") through the Fiscal Year (FY) 2013 Urban Areas Security Initiative Grant Program ("UASI 13" or the "Grant") in the amount of \$54,703,969 ("Grant Funds"), such Grant Funds having been awarded by DHS to the City, as a Core City, for use in the LA/LBUA and such Grant having been accepted by the Los Angeles City Council on June 6, 2012 (C.F. #13-0882); and

WHEREAS, the Grant is administered for the LA/LBUA by the City of Los Angeles through its Mayor's Office of Homeland Security and Public Safety ("Mayor's Office") and is overseen by the California Emergency Management Agency ("CalEMA" and along with FEMA and DHS, collectively the "Grantor"); and

WHEREAS, the Grant is being provided to address the unique equipment, training, planning, and exercise needs of the LA/LBUA, and to assist it in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the City has designated the Mayor's Office to provide for proper monitoring of the funding and administration of the Grant and the projects related thereto; and

WHEREAS, the Mayor's Office cooperates with private organizations, other agencies of the City, and agencies of other governmental jurisdictions in carrying out certain functions and programs which are its responsibility; and

WHEREAS, the project services which are the subject of this Agreement have been approved by the Los Angeles City Council and the Grantor and have been funded in the Mayor's Office budget by the Grantor (C.F. #13-0882, 03/04/2015); and

WHEREAS, the services to be provided herein are of a professional, expert, temporary, and occasional nature; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the Los Angeles City Council or designee has determined that the work can be performed more economically or feasibly by an independent contractor than by City employees; and

WHEREAS, the City and the Contractor are desirous of executing this Agreement as authorized by the Los Angeles City Council and the Mayor (C.F. # C.F. #13-0882, 03/04/2015).

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and the mutual benefits to be derived there from, the City and the Contractor (each a "Party" and collectively, the "Parties") agree as follows:

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I.
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.
- B. The Contractor, known as ESi Acquisition, Inc., a Delaware corporation, having its principal office at 823 Broad Street, Augusta, Georgia 30901.

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
 - 1. The representative of the City shall be, unless otherwise stated in the Agreement:

Eileen M. Decker, Deputy Mayor
Office of the Mayor, Homeland Security and Public Safety
200 North Spring Street, 3rd Floor
Los Angeles, California 90012
Work: (213) 978-0687
Eileen.Decker@lacity.org

- 2. The representative of the Contractor shall be:

Melissa Leigh, VP & Associate General Counsel
823 Broad Street Augusta, GA 30901
Work: (706) 262-2595
melissa.leigh@intermedix.com

- B. Formal notices, demands and communications to be given 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.

§103. Independent Contractor

The Contractor is acting hereunder as an independent contractor and not as an agent or employee of the City. No employee of the Contractor has been, is, or shall be an employee of the City by virtue of this Agreement, and the Contractor shall so inform each employee organization and each employee who is hired or retained under this Agreement. Contractor shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City.

§104. Conditions Precedent to Execution of This Agreement

Contractor shall provide copies of the following documents to the City:

- A. Proof of insurance as required by the City in accordance with Section 413 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- B. Certification Regarding Ineligibility, Suspension and Debarment attached hereto as Exhibit B and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- C. Certification and Disclosure Regarding Lobbying attached hereto as Exhibit C and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. Contractor shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any Disclosure Form previously filed by Contractor.
- D. Certification of Compliance with Equal Benefits Ordinance/Reasonable Measures Application for Equal Benefits Ordinance (EBO). Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement. EBO instructions are attached hereto as Exhibit F, "LABAVN Instructions for Equal Benefits Ordinance Compliance" and made a part hereof.
- E. Certification Regarding Drug Free Workplace Requirements attached hereto as Exhibit D and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.

- F. City Ethics Commission Form 50, attached hereto as Exhibit E and made a part hereof. Contractor hereby certifies that said Certification so executed is true and correct as of the date of execution of this Agreement.
- G. If the Contractor is (1) an individual who is a non-resident of the State of California or (2) an entity duly organized under the laws of a state other than the State of California, Contractor shall provide to the City a duly completed and executed California Form 590 (Withholding Exemption Certificate) from the Franchise Tax Board of the State of California for the applicable year of this Agreement in accordance with Section 18662 of the California Revenue and Taxation Code ("R&TC"). Contractor agrees that the absence of such completed and executed Form 590 for this Agreement shall result in the City withholding 7% of the compensation paid to the Contractor under this Agreement in accordance with Section 18662 of the R&TC.

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II.
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on March 1, 2015 and end May 15, 2015 (the “Term”). Said Term is subject to the provisions herein. Performance shall not commence until the Contractor has obtained the City's approval of the insurance required in §413 herein.

§202. Services to be Provided by the Contractor

The Contractor shall provide the services set forth in, and in accordance with, this Section 202 (including the scope of work identified herein), and the Schedule of Deliverables attached hereto as Exhibit I, respectively, and both made a part hereof. All work is subject to prior City approval in writing. Failure to receive approval may result in withholding compensation pursuant to §301.

A. Scope of Work

The WebEOC software is a proprietary Incident Management System utilized throughout the nation by local, regional, state and federal agencies to communicate and collaborate with each other in real-time, on a day-to-day basis, as well as during special events and disasters. The system is designed to support an Emergency Operations Center (EOC) coordination process by providing a common platform for information management and resource management.

1. Project Objectives and Overview

The City of Los Angeles Emergency Management Department (EMD) holds the City's WebEOC software license. The WebEOC software is a web-enabled incident management system. It is a tool for information sharing and resource request tracking during emergencies, disasters, significant events and daily operations.

The WebEOC software delivers a proprietary data base structure which supports configuration of data collection forms called “Status Boards” or “Boards.” Boards provide a framework for collecting data to create incident records. Boards also may be linked to create process flows and viewed as web pages. Boards are the WebEOC software's primary mechanism to share and manage real-time event information with authorized users. The WebEOC incident information is transmitted and displayed in Boards, making the information universally available to all authorized users simultaneously.

There are standard WebEOC Boards ranging from Activity Logs, Press Releases, Shelters, Significant Events and other Boards reflecting common EOC operating procedures. Boards may be designed and configured by the WebEOC software's internal development tool, "Board Builder" for the specific needs of the end user.

The City's WebEOC software deployment has the following Boards: Resource Request, Significant Incidents, Road Closures, and Evacuations ("Existing Boards"). Contractor shall analyze the City's current WebEOC and provide recommendations to the City regarding new Board development and updating Existing Boards.

EMD, working in coordination with the Mayor's Office, is responsible for all day-to-day coordination of this project and has assigned a Project Manager (PM) to guide its direction.

2. Project Management

The EMD Project Manager (PM) shall provide overall direction to the WebEOC project, the project schedule, project implementation and acceptance of deliverables. The EMD PM shall coordinate telephone calls, email communication and meetings between the Contractor and City representatives as deemed necessary throughout the course of work. City representatives include, but are not limited to, personnel from the City of Los Angeles Information Technology Agency.

a. Information Technology Agency

The EMD PM will work with the City of Los Angeles Information Technology Agency (ITA) WebEOC PM, as assigned by ITA, to ensure the Contractor meets the City's technology operating system requirements.

b. The EMD PM shall invite and/or consult with personnel from additional City departments as deemed necessary.

3. Project Requirements

The Contractor shall complete the entire project prior to the Expiration of the Term of the Agreement and complete each of the following project phases.

PHASE ONE – Initial Project Meeting

Within 6 calendar days of the Start of the Term of the Agreement, the Contractor shall attend a Kick-Off Meeting with the City's WebEOC Project Team to formalize the Project Plan and Schedule.

a. Initial Project Meeting & Project Timeline

Within 6 calendar days of the Start of the Term of the Agreement, the Contractor shall attend a Kick-Off Meeting with the WebEOC Project Team to develop a Project Timeline ensuring the project is timely completed. The Contractor shall submit a finalized Project Timeline to the EMD PM. The EMD PM will review the Project Timeline and either accept or make changes to the document.

PHASE TWO – Site Visits and Reporting

The Contractor shall conduct site visits to the City's Emergency Operations Center (EOC)¹ for review and analysis of the WebEOC and complete a System Review Report (Report) within thirty (30) calendar days of Start of the Term of the Agreement.

a. Site Visits

The Contractor shall conduct a minimum of two (2) site visits to the EOC. The site visits shall consist of a WebEOC system review, wherein the Contractor shall gather requirements for Board development and implementation.

b. System Review Reporting

Upon completion of the site visits, Contractor shall develop a System Review Report (Report). The Report shall include the following:

- i. Baseline processes recommendations:** Contractor shall study the current WebEOC to ensure that the system is working as designed. Contractor shall identify current system problems and predict future problems.

¹ The City's EOC is located at 500 East Temple St., Room 130, Los Angeles, CA 90012

- ii. Board development recommendations: Contractor shall make Board development recommendations based on its baseline process recommendations, as well as research gathered from WebEOCs from jurisdictions around the country. Contractor shall provide EMD its recommendations based on best practices and core functions.
- iii. WebEOC Board configuration recommendations: The City's WebEOC has pre-configured Boards sets. The Contractor shall provide EMD with recommendations for WebEOC Boards re-configuration to provide the most effective and essential use of EMD's time.
- iv. Technical assessments & recommendations: Contractor shall provide technical assessments and recommendations to enhance the WebEOC system infrastructure.

The Contractor shall deliver both an electronic and hard copy of the report to the EMD PM.

PHASE THREE – Board Submission and Development

Board submission and Board development shall be completed prior to the Expiration of the Term of the Agreement.

a. Board Submission & Development

Once the Report is submitted and reviewed by EMD, the Contractor and EMD shall convene to review the Report. EMD shall provide Report feedback to the Contractor and discuss changes and/or recommendations to the WebEOC Boards.

After the meeting, EMD will provide the Contractor with a minimum of six (6) Boards that require the overall design, re-configuration, and customization requirements.

Thereafter, Contractor shall begin the System Development of the WebEOC Boards ("System Development").

b. System Development

All System Development will be based on the recommendations and requirements submitted in the Report.

Changes to the Report may be identified during the development process and may be updated and submitted for EMD's review and approval.

During System Development, Contractor shall develop and/or update a minimum of six (6) Boards. The Boards shall be completed in three (3) phases, with two (2) Boards completed every ten (10) calendar days. Please see schedule of deliverables and payments, attached hereto as Exhibit I.

Contractor shall participate in weekly Performance Review Meetings during System Development with the EMD PM to review progress and address any open issues. Progress will be communicated in a weekly Project Status Report. If clarification is required for any of the requirements, it will also be addressed during the weekly Performance Review Meetings. The Performance Review Meetings and Status Report Meetings will be held via email or phone.

The EMD PM and ITA staff shall review all Boards as they are completed by the Contractor. Subsequently, the EMD PM and ITA will provide the Contractor with immediate feedback to incorporate changes to Boards during System Development.

The Contractor must be available during regular business hours² to communicate via telephone or email with the EMD PM concerning Board development. The Contractor may also be required to perform work on City property, if necessary to the project, as determined by the EMD PM.

When the System Development phase is completed, the Contractor shall provide the City assurances that all software is consistent with current City technology operating systems. Additionally, the Contractor shall submit to the EMD PM and ITA, User Acceptance Tests (UAT) of the WebEOC Boards. Upon successfully completing the UAT and System acceptance, Contractor shall move into the project close out phase.

² Regular business hours are defined as 8:00 a.m. to 5 p.m., Pacific Time, Monday through Friday (excluding holidays).

PHASE FOUR – Project Closeout

A closeout meeting shall be completed prior to the Expiration of the Term of the Agreement.

a. Closeout Meeting

During this phase, Contractor shall work closely with EMD PM to ensure that all new Boards and system updates are properly addressed and implemented. As part of the system acceptance and closeout activities, Contractor shall provide all deliverables outlined in this Agreement. The final project deliverable will be the completion and implementation of the WebEOC system development as specified in the Report, Agreement and Schedule of Deliverables and Payments attached hereto. Additionally, Contractor shall work with EMD PM to ensure that any additional information or materials required to maintain, use, and administer WebEOC have been transferred to EMD prior to project closeout.

b. Sustainment Plan

Contractor shall submit to the EMD PM a WebEOC Sustainment Plan upon project completion to ensure a smooth transition from the Contractor's system to ITA. As part of the Sustainment Plan, Contractor shall provide the EMD PM and ITA with extensive working knowledge of the system capabilities, training in the administration of the system, problem training to ensure users will become acquainted with error messages, on-line support and corrective actions.

The Sustainment Plan will focus on what network and database administrators need to know and understand to keep Structured Query Language ("SQL") running smoothly. Contractor shall examine common bottlenecks and present tips and techniques to tune SQL Server. Recommended maintenance practices to prevent repeat symptoms will also be provided in the Sustainment Plan. Finally, the Contractor shall provide information regarding optimizing server performance, database application and recovery, installing WebEOC patches and updates, the WebEOC Application Program Interface ("API"), and the use of Double-Take, Contractor's preferred method of data mirroring.

**III.
PAYMENT**

§301. Compensation and Method of Payment

A. The City shall pay to the Contractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00). The foregoing rate represents the total compensation to be paid by City to Contractor for all goods and services to be provided as designated by this Agreement, which shall also include all fees incurred and materials to be provided by Contractor.

Payments to the Contractor shall be made in accordance with the schedule set forth in Exhibit I Schedule of Deliverables, when Contractor delivers the deliverables set forth therein.

B. Each invoice shall be submitted on Contractor's letterhead. The invoice shall be accompanied by a statement listing the services and deliverables completed for which the invoice is being submitted and include evidence of the completed services and deliverables. Funds shall not be released until the City has approved the work received. The City shall have a reasonable amount of time following the receipt of an invoice to notify Contractor in writing of any deficiencies in the work received. If the Contractor is not notified of deficiencies during this period, then the work is deemed to be approved. The City shall effect payment within a reasonable amount of time following receipt of an invoice that has been deemed to be approved in accordance with the terms of this Agreement.

C. It is understood that the City makes no commitment to fund this Agreement beyond the terms set herein. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

D. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for any costs incurred for invoice or supporting document 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. All invoices must be signed by an officer of the Contractor under penalty of perjury that the information submitted is true and correct. Funding for all periods of this Agreement is subject to the continuing availability of federal funds for this

program to the City. The Contract may be terminated immediately upon written notice to the Contractor of a loss or reduction of federal grant funds.

- E. Contractor agrees to offer the City any discounted terms that are offered to its similar customers for goods and services that are identical to those to be provided hereunder, including being sold on identical terms and in identical quantities, and apply such discount to payments made under this Agreement which meet the discount terms. Contractor warrants that any applicable discounts have been included in the costs to the City in this Agreement and 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.

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IV.
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Los Angeles without regard to conflict of law principles. Contractor shall comply with new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement. Should compliance with such new, amended, or revised laws, regulations and/or procedures incur additional material costs to Contractor, the Parties shall negotiate in good faith to compensate for such additional costs

In any action arising out of this Agreement, 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 Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in sovereign capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, as described in §404 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

Contractor may not, unless it has first obtained the written permission of the City, which shall not be unreasonably withheld; with the provision that Contractor may transfer this Agreement to an affiliated entity under common ownership and control:

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

§407. Permits

The Contractor and its directors, officers, agents, employees and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Contractor's performance hereunder and shall pay any fees required therefor. The Contractor shall immediately notify the City of any suspension, termination, lapses, non-renewals or restrictions of licenses, permits, certificates or other documents.

§408. Nondiscrimination and Affirmative Action

A. Unless otherwise exempt, this Agreement is subject to the non-discrimination provisions of Section 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The Contractor shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the City of Los Angeles. In performing this Agreement, the Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, or medical condition. The Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Agreement.

Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of this Agreement.

B. The Contractor shall comply with the provisions of the Los Angeles Administrative Code Sections 10.8 through 10.13, to the extent applicable hereto. If this Agreement contains a consideration in excess of \$1,000 but not more than \$100,000, the Equal Employment practices provisions of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.3, in which event said provisions are incorporated herein by this reference. If this Agreement contains a consideration in excess of \$100,000, the Affirmative Action Program of this Agreement shall be the mandatory contract provisions set forth in Los Angeles Administrative Code Section 10.8.4, in which event said provisions are incorporated herein by this reference. The Contractor shall also comply with all rules, regulations, and policies of the City's

Board of Public Works, Office of Contract Compliance relating to nondiscrimination and affirmative action, including the filing of all forms required by City.

C. Any subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §408.

§409. Claims for Labor and Materials

The Contractor shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement 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 the Contractor hereunder), against the Contractor's rights to payments hereunder, or against the City, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

§410. Current Los Angeles City Business Tax Registration Certificate Required

If applicable, the Contractor represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the City's Business Tax Ordinance Section 21.00 et seq. of the Los Angeles Municipal Code. For the term covered by this Agreement, the Contractor shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance and shall not allow any such Certificate to be revoked or suspended.

§411. Bonds

All bonds which may be required hereunder shall conform to City requirements established by charter, ordinance or policy and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code Sections 11.47 through 11.56.

§412. Indemnification

A. Except for the active negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Contractor undertakes and agrees to defend, indemnify and hold harmless City of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including, but not limited to, costs of experts and contractors), damages or liability of any nature whatsoever, for death or injury to any person, including

Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.

- B. Intellectual Property Indemnification - Contractor, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the City, and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and contractors), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the City's actual or intended use of any Work Product furnished by Contractor, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the City, under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the City. The provisions of this paragraph shall survive expiration or termination of this Contract.
- C. Intellectual Property Warranty - Contractor represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

§413. Insurance

During the term of this Contract and without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Insurance and Minimum Limits Sheet (Form Gen 146 in Exhibit A hereto), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit A hereto), shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management, and shall comply with all Insurance Contractual Requirements shown on Exhibit A hereto. Exhibit A is hereby incorporated by reference and made a part of this Contract.

Electronic submission of insurance requirements is the preferred method of submitting Contractor's evidence of insurance documents. **Track4LA™** is the City's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as **ACORD 25 Certificate of Liability Insurance** in electronic format. The easiest and quickest way to obtain approval of Contractor's insurance is to have its insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on Contractor's behalf. Additional instructions and information on complying with City of Los Angeles insurance requirements can be found at: http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf.

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 City may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect City's interests and pay any and all premiums in connection therewith and recover all monies so paid from Contractor.

§414. False Claims Act

Contractor acknowledges that it is aware of liabilities resulting from submitting a false claim for payment to the City under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

§415. Compliance with State and Federal Statutes and Regulations

A. Statutes and Regulations Applicable To All Grant Contracts

Contractor shall comply with all applicable requirements of Federal, State, County and City of Los Angeles laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement and the Grant. Contractor shall comply with Federal and State laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement and the Grant. When reference is made in the provisions set forth in this Section 415 with regards to laws, rules and regulations "as applicable" (or a variation thereof) to the Contractor, it shall be construed to mean "as applicable" to the Contractor as a recipient of Grant funds pursuant to this particular Agreement. These requirements include, but are not limited to:

1. Office of Management and Budget (OMB) Circulars

Contractor shall comply with OMB Circulars, as applicable: OMB Circular A-21 (Cost Principles for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local, and Indian Tribal Governments); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); Common Rule, Subpart C for public agencies or OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, Contractor shall adhere to the applicable rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; City Council action dated February 4, 1987 (C.F. No. 84-2259-S1); and any administrative regulation or field memos implementing such Act.

3. Americans with Disabilities Act

Contractor hereby certifies that it will comply with the requirements of Titles I, II and III of the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Contractor

will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

Contractor shall comply with the Anti-Lobbying Act (18 U.S.C. § 1913). None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Contractor shall not use any funds provided under this Agreement, either directly or indirectly, to support the enactment, defeat, repeal, modification or adoption of any law, regulation, pending legislation, pending regulation, or policy (pending or otherwise), at any level of government. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

Concurrent with or prior to the execution of this Agreement, Contractor shall submit to the City a Certification Regarding Lobbying and a Disclosure Form in accordance with 31 U.S.C. 1352. A copy of the Certificate is attached hereto as Exhibit C and incorporated herein. No funds will be released to Contractor until the Certification is filed.

Contractor shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by Contractor. Contractor shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

At any time during normal business hours and as often as the Grantor and the City may deem necessary, Contractor shall make available for examination all of its records with respect to all matters

covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Contractor hereby gives the Grantor and the City, through any authorized representative, access to and the right to examine, audit and make excerpts or transcripts of, all paper or electronic records, books, or documents related to the Grant Funds and all matters covered by this Agreement, including, but not limited to, all Contractor's invoices, materials, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The access and inspections rights set forth herein shall include access to applicable facilities, personnel and other individuals and information as may be necessary and as required by the Grantor and applicable Grant regulations and guidance.

Contractor agrees to provide any reports requested by the City regarding performance of the Agreement. Contractor shall not be required to disclose its internal costs, overhead costs, or payroll records; except to Grantor upon written request from Grantor for data or records that are directly pertinent to any issue arising under this Agreement. The provisions of this Section shall survive the termination of this Agreement.

6. Records Maintenance

Records (including any and all documents), shall be maintained in accordance with requirements prescribed by the City and Grantor with respect to all matters covered by this Agreement or covered by any subcontract related to the performance of this Agreement. Such records shall be retained for a period of five (5) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. All records pertaining to matters covered by this Agreement shall at all times be electronically accessible to the City. Contractor shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards and/or Grantor directives. The provisions of this Section shall survive the termination of this Agreement.

7. Labor

Contractor shall comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed requirements and standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A

of OPM's Standards for a Merit System Personnel Administration (5 CFR 900, Subpart F).

Contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements and the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds..

Contractor shall comply, as applicable, with the Federal Fair Labor Standards Act (29 U.S.C. § 201) as they apply to employees of institutions of higher education, hospitals and other non-profit organizations.

None of the funds paid under this Agreement shall be used to promote or deter union/labor organizing activities in accordance with Government Code §16645 et seq.

8. Civil Rights

Contractor shall comply, and will assure the compliance of all of its agents and subcontractors, with all applicable Federal and State statutes relating to civil rights and nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, as amended (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686, 44 CFR Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination against individuals with disabilities; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42

U.S.C. §§3601 et seq.), as amended, relating to non-discrimination in the sale, rental, financing and advertising of dwellings, or in the provision of services in connection therewith, as implemented by the Department of Housing and Urban Development at 24 CFR Part 100; (i) Title 44 Code of Federal Regulations (CFR) Parts 7, 16, and 19 relating to nondiscrimination; (j) the requirements of any other nondiscrimination provisions in the specific statute(s) under which Grant Funds assistance is being made; (k) the nondiscrimination requirements and all other provisions of the current edition of the Office of Justice Programs (OJP) Financial and Administrative Guide for Grants, M7100.1; and (l) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), gender, age, familial status or disability against Contractor or any of its subcontractors being funded with Grant Funds, or Contractor or any of its subcontractors settles a case or matter alleging such discrimination, Contractor will forward a copy of the complaint and findings to the City. If, during the past three years, Contractor has been accused of any such discrimination which led to a finding of discrimination after a due process hearing, Contractor shall provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the City.

Contractor will comply with the applicable requirements of Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency). Contractor shall take reasonable steps to ensure that persons with limited English proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Assistance and information regarding LEP obligations may be found at <http://www.lep.gov>.

Contractor shall comply, and ensure that its subcontractors comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), and the Juvenile Justice and Delinquency Prevention Act, or the Victims of the Crime Act, as appropriate.

9. Environmental

Contractor shall comply, or has already complied, with the applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §4601 et seq., P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. Contractor shall also comply, as applicable, with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

Contractor shall comply, as applicable, with, and provide any information requested by Grantor and City to ensure compliance with, the following laws and regulations; (a) the requirements of the National Environmental Policy Act (NEPA), as amended (42 U.S.C. §4331 et seq.) and Executive Orders (EO) 11514 and 12898; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990 and 44 CFR Part §9; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) requirements of the Clean Air Act of 1970 and the Clean Water Act of 1977 (42 U.S.C. §§7401 et seq.) and Executive Order 11738; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); (i) the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §4001 et seq.) which requires recipients of Federal funds in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is ten thousand dollars (\$10,000) or more; (j) requirements of Section 1306(c) of the National Flood Insurance Act of 1968, as amended (44 CFR Part §63); and (k) 44 CFR Part §10, Environmental Considerations.

Contractor shall comply with all applicable Federal, State, and local environmental and historical preservation (EHP) requirements. Failure to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Contractor shall comply with all applicable conditions placed on any

project as the result of the EHP review, and any change to the scope of work of a project will require re-evaluation of compliance with these EHP requirements. Contractor agrees not to undertake any project under this Agreement having the potential to impact the EHP resources without prior written approval of City and Grantor, including, but not limited to, ground disturbance, construction, modification to any structure, communications towers, physical security enhancements, new construction and modifications to buildings that are fifty (50) years old or more, and the purchase and/or use of any sonar equipment. Any construction related activities initiated prior to full EHP review will result in a noncompliance finding. If applicable, Contractor must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, with all supporting documentation, to City for review. If ground-disturbing activities occur during the project implementation, the Contractor must ensure monitoring of the disturbance. If any potential archaeological resources are discovered, the Contractor will immediately cease activity in that area and notify the City and the appropriate State Historic Preservation Office.

Contractor shall comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Contractor shall comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

Contractor shall comply, as applicable, with the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

Contractor shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the City of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, Contractor warrants that it is in compliance with the applicable provisions of the California

Environmental Quality Act (CEQA), Public Resources Code §21000 et seq. and California Code of Regulations, Title 14, Chapter 3 Section 15000-15007, and is not impacting the environment negatively.

Contractor shall comply, as applicable, with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

Contractor shall comply with the applicable provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 U.S.C. 3501 et. seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

10. Preservation

Contractor shall comply, as applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

11. Suspension and Debarment

Contractor shall comply, as applicable, with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and Contractor shall submit a Certification Regarding Debarment required by Executive Orders 12549 and 12689 and any amendment thereto (attached hereto as Exhibit B and made a part hereof). Said Certification shall be submitted to the City concurrent with or prior to the execution of this Agreement and shall certify that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. Contractor shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly. Contractor shall not award any subcontract, or permit any subcontractor in awarding any subcontract, to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Orders 12549 and 12689, "Debarment and Suspension."

12. Drug-Free Workplace

Contractor shall comply, as applicable, with the Federal Drug-Free Workplace Act of 1988, 41 U.S.C. §701 et seq., 44 CFR Part 17, 2 CFR 3001, and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357. Concurrent with or prior to the execution of this Agreement, Contractor shall execute and submit to the City the Certification of Drug-Free Workplace Requirements, attached hereto as Exhibit D and incorporated herein by reference. Failure to comply with these requirements may be cause for debarment.

13. Miscellaneous

Contractor shall comply, as applicable, with the Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §§2131 et seq.), pertaining to the care, handling and treatment of warm blooded animals held for research, teaching, or other activities. If applicable, Contractor must establish appropriate policies and procedures for the humane care and use of animals based on the *Guide for the Care and Use of Laboratory Animals* and comply with the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals*. Pursuant to the Consolidated Appropriations Act of 2008 (P.L. 110-161) Grant Funds must not be used in contravention of the federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 U.S.C. 8251 et seq.) or subtitle A of Title I of the Energy Policy Act of 2005 (including the amendments made thereby), nor shall Grant Funds be used in contravention of section 303 of the Energy Policy Act of 1992 (42 U.S.C. 13212). Contractor shall comply with the Genetic Information Nondiscrimination Act of 2008.

B. Statutes and Regulations Applicable To This Particular Grant

Contractor shall comply with all applicable requirements of State and Federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular Grant program. Contractor shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. Should compliance with such new, amended, or revised laws, regulations and/or procedures incur additional costs to the Contractor, the Parties shall negotiate in good faith to compensate Contractor for such additional costs.

These requirements include, but are not limited to:

1. Title 44 CFR Subchapters A, B and C; EO 12372; Current edition of the OJP *Financial Guide* (M7100.1); Current edition of the DHS Financial Management Guide; DOJ Office for Civil Rights Regulations; Title 2 CFR Parts 215, 225, 220, and 230; Federal Acquisition Regulations (FAR), 48 CFR Part 31.2 Contract Cost Principles and Procedures, Contracts with Commercial Organizations; DHS FY 2012 Homeland Security Grant Program Funding Opportunity Announcement; CalOES FY 12 Homeland Security Grant Program California Supplement to the Federal Funding Opportunity Announcement and Application Kit.
2. Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.
3. Technology Requirement:
 - (a) Contractor shall use the latest National Information Exchange Model (NIEM) specifications and guidelines regarding the use of Extensible Markup Language (XML) for the project funded by this Agreement. Further information about the required use of NIEM specifications and guidelines is available at www.niem.gov.
 - (b) For any information technology system funded by this Agreement, Contractor shall ensure that such project complies with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if such regulation is determined to be applicable.
4. In accordance with section 6 of the Hotel and Motel Fire Safety Action of 1990, 15 U.S.C. §2225a, Contractor shall ensure that all conference, meeting, convention, or training space funded in whole or in part by this Agreement complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.
5. Contractor shall comply with the applicable provisions of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104, 2 CFR §175). Contractor understands and agrees that it, and any of its employees or subcontractors may not:

- (a) Engage in severe forms of trafficking in persons during the period of time that this Agreement is in effect;
- (b) Procure a commercial sex act during the period of time that this Agreement is in effect; or
- (c) Use forced labor in the performance of this Agreement.

Contractor understands and agrees that the City and/or Grantor may unilaterally terminate this Agreement, without penalty, if Contractor:

- (d) Is determined to have violated a prohibition identified in this paragraph 5, subparagraph a, b, or c; or
- (e) Has an employee who is determined by an agency official authorized to terminate this Agreement to have violated any such prohibition through conduct that is either:
 - (i) associated with performance under this Agreement; or
 - (ii) imputed to the Contractor or its authorized agent using the standards and due process for imputing the conduct of an individual to an organization provided in 2 CFR Part 180, as implemented by Grantor at 2 CFR Part 3000.

Contractor further understands and agrees that:

- (f) It must inform the City immediately of any information received from any source alleging a violation of a prohibition in this paragraph 5, subparagraph a, b or c;
- (g) City's and/or Grantor's right to terminate unilaterally as described in this paragraph 5 implements Section 106(g) of the TVPA, and that the right of the City and Grantor to terminate this Agreement unilaterally is in addition to all other remedies for noncompliance that are available under this Agreement and the Grant.
- (h) For purposes of this paragraph 5:
 - (i) "Employee" means either:

- i. an individual employed by the Contractor who is engaged in the performance of the project or program under this Agreement; or
 - ii. another person engaged in the performance of the project or program under this Agreement and not compensated by Contractor, including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- (ii) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage or slavery.
- (iii) "Private entity" means any entity other than a state, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25, and includes non-profit organizations, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b), and for-profit organizations.
- (iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at Section 103 of the TVPA, as amended.

6. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form. Contractor shall not use any Grant Funds to support a subcontract or other agreement in connection with this Agreement for goods or services that will include access to classified national security information if the Contractor has not been approved by the City and Grantor for and has access to such information. In the event Contractor has been so approved for and has access to such information, Contractor shall not use any Grant Funds to support a subcontract or other agreement in connection with this Agreement for goods or services that will include access to classified national security

information by the Contractor, its subcontractor, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch (ISPB), or an appropriate official within the federal department or agency with whom the classified effort will be performed. Such subcontracts or other agreements shall be processed and administered in accordance with the DHS "Standard Operating Procedures, Classified Contracting by States and Local Entities," dated July 7, 2008; Eos 12829, 12958, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and/or other applicable implementing directives or instructions. All security requirement documents are located at:

<http://www.dhs.gov/xopnbiz/grants/index.shtm>. Upon determination by Contractor that Grant Funds will be used to support such a subcontract or other agreement, and prior to execution of any actions to facilitate the acquisition of such subcontract or other agreement, Contractor shall contact the City and ISPB, or the applicable federal department or agency, for approval and processing instructions.

7. Contractor shall comply with Grantor guidelines regarding the handling of sensitive personally identifiable information, as required by OMB M-07-16 and as set forth in DHS Handbook for Safeguarding Sensitive PII, which can be found at http://www.dhs.gov/xlibrary/assets/privacy/privacy_guide_spii_handbook.pdf.
8. Contractor shall comply with the applicable requirements of the Federal regulations at 45 CFR Part §46 and DHS Management Directive 026-04 regarding the protection of human subjects in research.
9. Contractor shall comply with the applicable requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§175-175c.
10. Contractor shall comply with the applicable requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers for international air transportation of people and property to the extent that such service is available.
11. Contractor shall comply with the requirements that project activities supported under this Agreement and carried on outside the United States are coordinated as necessary with appropriate government

authorities and that appropriate licenses, permits or approvals are obtained.

12. Contractor shall comply with the applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), and as clarified in Grantor Information Bulletin #350 and GMM #350, regarding disclosure of subawards and executive compensation.

C. Noncompliance

Contractor understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of Grant Funds payable under this Agreement, and repayment by Contractor to City of any unlawful expenditures.

§416. Federal, State and Local Taxes

Contractor hereby acknowledges and agrees that the compensation payable to Contractor under this Agreement shall be the total amount payable to Contractor for its services under this Agreement and that any and all Federal, State and local taxes or levies owed past, present or in the future in connection with Contractor's services under this Agreement shall be the sole responsibility of Contractor and not the City.

§417. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project funded under this Agreement produces any invention or discovery ("Invention") patentable or otherwise under Title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the Contractor shall report the fact and disclose the Invention promptly and fully to the City. The City shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the City and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of Title 35 U.S.C. Sections 200 et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3

CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). Contractor hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy, and will consult with the City regarding allocation of any patent rights that arise from or are purchased with Grant Funds.

B. Right of City to Use Inventions

Without limiting the provisions set forth in Paragraph A of this Section 417, City and Grantor shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policies

Unless otherwise provided by the terms of the Grant or this Agreement, when copyrightable material (“Material”) is first produced or developed as part of a project funded by this Agreement, the Grantor and the City, at their respective discretion, may copyright the Material. Before copyrighting any Material, the Contractor shall obtain written permission from the City. If the Grantor or the City declines to copyright the Material, the Grantor and the City shall have an unencumbered, non-exclusive, irrevocable, royalty-free, perpetual license, to reproduce, display, publish, disseminate, perform, prepare derivative works or otherwise use, and authorize others to use, for all government purposes: (a) any Material so produced or developed and (b) any rights of copyright to which Contractor purchases ownership with Grant Funds paid under this Agreement. Contractor shall affix the applicable copyright notices of 17 U.S.C. §401 or §402 and an acknowledgement of government sponsorship (including Grant award number) to any Material first produced or developed under this Agreement.

D. Rights to Data

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered and paid for under this Agreement or to any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401

or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (48 CFR 27.404(a)).

E. Ownership and License

Unless otherwise provided for herein, all Work Products originated and prepared by Contractor or its subcontractors of any tier and paid for under this Agreement shall be and remain the exclusive property of the City for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Agreement including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. Contractor hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by Contractor under this Agreement. Contractor further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

For all Work Products or derivative works thereof delivered to the City that are not originated or prepared by Contractor or its subcontractors of any tier for the City under this Agreement, Contractor hereby grants to the City and Grantor a non-exclusive perpetual license to use such Work Products for any government purpose, provided that in the case of any third party Work Product procured by Contractor for the City, Contractor shall only be obligated to City the rights and license received from the rightful owner of such Work Product.

F. Obligations Binding on Subcontractors

Contractor shall require all subcontractors funded under this Agreement to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

§418. Living Wage Ordinance

- A. Unless otherwise exempt, this Agreement is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administrative Code, as amended from time to time. The LWO requires the following:**

1. Contractor shall assure payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provide compensated and uncompensated days off and health benefits, as defined in the LWO.
2. Contractor further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. Contractor shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. Contractor shall deliver the executed pledges from each subcontractor to the City within ninety (90) days of the execution of the subcontract. Contractor's delivery of executed pledges from each such subcontractor shall fully discharge the obligation of Contractor with respect to such pledges and fully discharge the obligation of Contractor to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
4. Contractor, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practices proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. Contractor shall post the Notice of Prohibition against Retaliation provided by the City, a copy of which is attached hereto as Exhibit G.
5. Any subcontract entered into by Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this §418 and shall incorporate the provisions of the LWO.
6. Contractor shall comply with all rules, regulations and policies promulgated by the City's Designated Administrative Agency which may be amended from time to time.

B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the City determines that the subject Contractor has violated provisions of the LWO.

- C. Where under the LWO Section 10.37.6(d), the City's Designated Administrative Agency has determined (a) that Contractor is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the City in such circumstances may impound monies otherwise due Contractor in accordance with the following procedures. Impoundment shall mean that from monies due Contractor, City may deduct the amount determined to be due and owing by Contractor to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether Contractor is to continue work following an impoundment shall remain in the sole discretion of the City. Contractor may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. Pursuant to Section 10.37.4 of the Los Angeles Administrative Code, Contractor shall inform its employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the Federal Earned Income Tax Credit (EITC), Contractor shall also make available to its employees the forms informing them about the EITC and forms required to secure advance EITC payments from Contractor.

§419 Equal Employment Practices

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

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

- B. Contractor will, in all solicitations or advertisements for employees under this Agreement placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, Contractor shall certify in the specified format that he or she has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. Contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request Contractor shall provide evidence that he or she has or will comply therewith. Contractor shall not be required to provide individual payroll records for its employees, provided such records or data are not directly pertinent to any issue arising under this Agreement.
- 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 this Agreement. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Contractor.
- F. Upon a finding duly made that Contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City pursuant to Los Angeles Administrative Code section 10.8.3. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the Contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, Contractor shall be disqualified from being awarded a contract with the City for a period of two years, or until Contractor shall

establish and carry out a program in conformance with the provisions hereof.

- G. Notwithstanding any other provision of this Contract, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City or when an individual bid or proposal is submitted, Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 1. Hiring practices;
 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 3. Training and promotional opportunities; and
 4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject Contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the Contractor's Contract with the City.

§420 Equal Benefits Ordinance

This Agreement shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

The Contractor shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org for all awards of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Contractors do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Contractor may obtain additional information regarding the requirements of the Equal Benefits Ordinance by visiting the Bureau of Contract Administration's web site at www.bca.lacity.org.

- A. During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the EBO.
- B. The failure of the Contractor to comply with the EBO will be deemed to be a material breach of the Contract by the City.
- C. If the Contractor fails to comply with the EBO, the City may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.
- E. If the City's Designated Administrative Agency determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the EBO, the City may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of the Los Angeles Administrative Code Section 10.40 et seq., Contractor Responsibility Ordinance.

§421. Contractor Responsibility Ordinance

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, which requires Contractor to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect Contractor's fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, Contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and

employment, wage and hours, and licensing laws which affect employees. The Contractor further agrees to: (1) notify the City within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the Contractor is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the City within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the Contractor has violated the provisions of Section 10.40.3 (a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the City; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the City within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3 (a) of the Contractor Responsibility Ordinance in performance of the subcontract.

§422. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data prepared as a part of the performance of this Agreement are to be considered as confidential. Such information shall not be made available to any individual, agency, or organization except as provided for in this Agreement or as provided by law.

§423. Child Support Assignment Orders

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, Contractor will fully comply with all applicable State and Federal employment reporting requirements for Contractor's employees. Contractor shall also certify (1) that the Principal Owner(s) of Contractor are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that Contractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 *et seq.*; and (3) that Contractor will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of Contractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any Principal Owner(s) of Contractor to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor under the terms of this Contract, subjecting this Contract to termination if such default

shall continue for more than ninety (90) days after notice of such default to Contractor by City.

Any subcontract entered into by the Contractor, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of the Contractor to obtain compliance of its subcontractors shall constitute a default by the Contractor under the terms of this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to Contractor by the City.

Contractor certifies that to the best of its knowledge it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth Section 7110(b) of the California Public Contract Code.

§424. Limitation of Corporate Acts

The Contractor shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §301 herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The Contractor shall notify the City immediately in writing of any change in the Contractor's corporate name.

§425. Contractor Personnel

The Contractor shall employ persons meeting the qualifications for those positions as negotiated between the Contractor and the City for this Agreement. Contractor shall ensure that Contractor's project team for this Agreement is fully staffed, filling all vacancies in a timely manner with experienced and trained personnel that meet applicable City certification requirements and are in compliance with any requirements identified in City directives. Deviation of the foregoing limitations shall require written City approval before becoming effective. Unless otherwise provided or approved by the City, Contractor shall use its own employees to perform the services described in this Agreement. Contractor agrees to consider removal of personnel from performing work under this Agreement if requested to do so in writing by the City. If personnel is removed by Contractor, Contractor shall replace all key personnel with equally or better qualified staff.

Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City reserves the right to request the replacement of subcontractors by the submission of a written request to Contractor detailing the specific reasons for the request. The City does not have any obligation to

pay Contractor's subcontractors, and nothing herein creates any privity between the City and the subcontractors. Upon execution of this Agreement, the City is deemed to have accepted any subcontractors that have been included in the proposal submitted to the City by Contractor, provided the City reserves the right to request the replacement of subcontractors during the term of this Agreement.

§426. Funding Reduction

- A. During the performance of this Agreement, the City shall have the authority to review the Contractor's actual project expenditures (not to include Contractor's personnel and payroll records) and work performance. Should the City determine that the Contractor is in non-compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by §501 of this Agreement.
- B. In the event that funds are reduced, suspended or terminated by the Grantor, the City reserves the right to negotiate to reduce, suspend or terminate the funds provided by this Agreement accordingly.

§427. Press Releases-Public Information, Publications and Markings

The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency and that the Contractor is an Equal Opportunity Affirmative Action Employer in all communications with the press, television, radio or any other means of communicating with the general community in connection with the project that is the subject of this Agreement. The Contractor shall make specific reference to the City of Los Angeles and the Grantor as the sponsoring agency of the project, regarding any items which are related to the program which is funded by this Agreement. Contractor shall also coordinate press releases with the City and Grantor for maximum impact.

All publications created or published with funding under this Agreement shall prominently contain the following statement: *"This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."*

§428. Participation Of Small, Minority, And Women's Business

Contractor agrees and obligates itself to utilize the services of Minority, Women and Other business Enterprise firms on a level so designated in its proposal, if any. Contractor certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than

\$100,000, if applicable. Contractor shall not change any of these designated subcontractors, nor shall Contractor reduce their level of effort, without prior written approval of the City, provided that such approval shall not be unreasonably withheld. Consistent with Executive Order Nos. 11625, 12432, and 12138, Contractor shall provide opportunities for small, minority, and women's businesses to participate in contracting and procurement activities generated under this Agreement. The Contractor shall:

1. Invite small, minority, and women's businesses to participate in procurements under this Agreement.
2. Divide total requirements into small requirements to permit maximum small, minority, and women's business participation whenever economically feasible.
3. Use the services and assistance of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the Community Services Administration (or its successor), as required.
4. The Contractor shall include the requirements of this section in every subcontract for work in connection with this Agreement and project.

§429. Prohibition of Legal Proceedings

The Contractor is prohibited from using Grant Funds received under this Agreement to pay for legal proceedings against the City or their official representatives.

§430. Notice to City of Labor Disputes

When Contractor has knowledge that any actual or potential labor dispute involving participants or other employees is delaying or threatens to delay the timely performance of this Agreement the Contractor shall immediately give notice thereof, including all pertinent information, in regard to same to City.

§431. City Evaluation of Contractor's Performance

City shall conduct an evaluation of the Contractor's performance. As required by the Los Angeles Administrative Code §10.39.2, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, compliance with budget requirements, and the expertise of personnel the Contractor assigns to the Agreement. City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other service contracts.

§432. Headings And Captions

This Agreement's section headings shall not be deemed to govern, limit, modify, or in any way affect the scope, meaning, or intent of these conditions. Unless defined as a "working day," all reference to days is to calendar days.

§433. Restriction on Disbursements to Subcontractors

If applicable, no money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable laws, statutes and regulations as set forth in §415 and elsewhere in this Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§434. Records and Audits of Subcontracts

- A. Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City.
- B. Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges.
- C. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract.
- D. These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

§435. Compliance with Los Angeles City Charter Section 470(c)(12)

The Contractor, its subcontractors, and their respective principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Contract # . Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to Contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213/978-1960.

Contractor, its subcontractors, and their respective principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

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V.
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should the Contractor fail for any reason to comply with the material contractual obligations of this Agreement, the City reserves the right to take any or all of the following actions at its sole discretion:

- A. Notify Contractor of performance deficiencies in accordance with §502 of this Agreement;
- B. Withhold the release of funds in proportion to the material failure;
- C. Require that no funds be advanced to Contractor until Contractor has provided for the security of funds advanced by a Surety/performance bond. The amount and form of the security, if required, shall be determined by the City as noted on Exhibit A (Insurance Requirement Form) and is subject to prior City approval;
- D. Mutually renegotiate the funding/service level and/or make any changes in the general scope of this Agreement;
- E. Require performance progress reports for identified time periods;
- F. Reduce the compensation to reflect the value of services not performed and/or services performed in non-compliance with this Agreement; and
- G. Suspend operations in accordance with §503 below of this Agreement.

§502. Notice To Correct Performance

- A. The City may notify the Contractor of its failure to comply with the terms and conditions of this Agreement by giving written notice, effective upon date of posting, which states the specific performance deficiencies to be corrected.
- B. Within seven (7) business days, the Contractor shall reply in writing setting forth the corrective actions that will be undertaken to remedy the performance deficiencies, which actions are subject to City approval in writing.
- C. Contractor shall thereafter submit monthly progress reports to the City in accordance with the City approved corrective action plan specifying the actions taken and resolution of the performance deficiencies.

§503. Suspension Of The Agreement

- A. The City may, by giving written notice, suspend all or part of the project operations for Contractor's failure to comply with the terms and conditions of this Agreement. This Notice of Suspension shall be effective upon the date of posting.
- B. This notice shall set forth the specific conditions of noncompliance and the period provided for corrective action.
- C. Within seven (7) business days from the date of written City notification, the Contractor shall reply in writing setting forth the corrective actions which will be undertaken, subject to City approval in writing. Performance shall not resume without the prior written approval of City.
- D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Contractor is not fully insured in compliance with §413 (Insurance) herein. Performance shall not resume without the prior written approval of City.

§504. Termination Of Agreement

A. Termination for Convenience

The City may terminate this Contract for the City's convenience at any time by giving Contractor thirty (30) days written notice thereof. Upon receipt of said notice, Contractor shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The City shall pay Contractor its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by Contractor to affect such termination. Thereafter, Contractor shall have no further claims against the City under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become City property upon final payment of the Contractor's termination settlement costs. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except for excusable delays as provided in §404, if Contractor fails to perform any of the material provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the City may give Contractor written notice of such default. If Contractor does not cure such default as prescribed in Section 502 above, or provide a plan to cure such default which is

acceptable to the City within ten (10) business days, then the City may terminate this Contract due to Contractor's breach of this Contract.

2. If a federal or state proceeding for relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract.
3. If, pursuant to an adjudication or an administrative proceeding, Contractor is determined to have engaged in any dishonest conduct related to the performance or administration of this Contract or violates the City's lobbying policies, and Contractor has been afforded an opportunity to cure such conduct and has failed to cure such conduct in the reasonable discretion of the City, the City may immediately terminate this Contract.
4. In the event the City terminates this Contract as provided in this section, the City may procure, services similar in scope and level of effort to those so terminated, and Contractor shall be liable to the City for all reasonable costs for procuring such services.
5. All finished or unfinished documents and materials produced or procured under this Contract that the City has rights to under the terms of this Agreement, including all intellectual property rights thereto, shall become City property upon date of such termination. Contractor agrees to execute any documents necessary for the City to perfect, memorialize, or record the City's ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that Contractor was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph A of this section, Termination for Convenience.
7. The rights and remedies of the City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
8. Contractor may suspend work or terminate this Agreement if the City fails to pay all invoices in a timely manner in accordance with the payment terms and conditions of the Agreement; or if the City otherwise materially breaches the terms and/or conditions contained herein.

VI.
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by the Contractor, and any increase or decrease in the amount of compensation which are agreed to by the City and the Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

The Contractor agrees to comply with all future City Directives, or any rules, amendments or requirements promulgated by the City affecting this Contract.

§603. Waivers

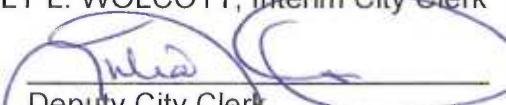
Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City.

No waiver by the City or breach of any provision of these conditions shall be deemed for any purpose to be waiver or a breach of any other provision or of a continuing or subsequent breach of the same provision.

§604. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement includes fifty-one (51) pages and ten (10) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, The City Of Los Angeles And The Contractor Have Caused This Agreement To Be Executed By Their Duly Authorized Representatives.

APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney By <u></u> Deputy City Attorney Date <u>5/1/15</u>	For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor By <u></u> Eric Garcetti, Mayor Homeland Security and Public Safety, Mayor's Office Date <u>MAY 08 2015</u>
ATTEST: HOLLY L. WOLCOTT, Interim City Clerk By <u></u> Deputy City Clerk Date <u>5-11-15</u>	
(Contractor's Corporate Seal or Notary)	For: ESi Acquisition, Inc. By <u>Brad Williams</u> Print Name: <u>Brad Williams</u> Officer Title: <u>VP, CAO</u> Date: <u>4-28-15</u>
	ATTEST: By <u></u> Print Name: <u>Pamela S. Krop</u> Officer Title: <u>SVP, General Counsel</u> Date: <u>4-28-15</u>

City Business License Number: _____

Internal Revenue Service ID Number: _____

Council File/OARS File Number: 13-0882 Date of Approval: 03/04/2015

City Contract Number C-125623

EXHIBIT A

Required Insurance and Minimum Limits

Name: ESI Acquisition, Inc. Date: 02/23/2015Agreement/Reference: WebEOC Incident Management Systems Project

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

Limits

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

WC StatutoryEL \$1,000,000 Waiver of Subrogation in favor of City

Longshore & Harbor Workers
 Jones Act

General Liability \$1,000,000

 Products/Completed Operations Sexual Misconduct Fire Legal Liability

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

Professional Liability (Errors and Omissions) \$1,000,000

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

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

 All Risk Coverage Boiler and Machinery Flood Builder's Risk Earthquake

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other: 1) 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.

2) Professional Liability Insurance is required for Contractor or any sub-contractor performing professional design/engineering type work as part of the contract.

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) **AND** an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Acceptable Alternatives to Acord Certificates and other Insurance Certificates:

- **A copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

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

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through**

Track4LA™ will delay the insurance approval process as documents will have to be manually processed.

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

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Accord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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

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

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

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

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

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

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

EXHIBIT B

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 44 CFR Part 17, Participants' responsibilities.

**(READ ATTACHED INSTRUCTIONS FOR CERTIFICATION BEFORE
COMPLETING)**

1. The prospective recipient (or subrecipient) of Federal assistance funds certifies that it or its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - (d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

AGREEMENT NUMBER

ESi Acquisition, Inc.

RECIPIENT/SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Brad Williams, VP

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brad Williams
SIGNATURE

DATE

04-23-15

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall 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.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

AGREEMENT NUMBER

ESi Acquisition, Inc.

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Brad Williams, VP

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



SIGNATURE



DATE

EXHIBIT D

**CERTIFICATION REGARDING DRUG FREE WORKPLACE ACT
REQUIREMENTS**

The Contractor/Subrecipient certifies that it will or will continue to provide a drug-free workplace, in accordance with the federal Drug-Free Workplace Act of 1988 (41 U.S.C. 701 *et seq.*), 28 CFR Part 67; and the California Drug-Free Workplace Act of 1990, Government Code §§ 8350-8357, by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the program be given a copy of the statement required by paragraph 1 above.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the Grant program, the employee will:
 - a. Abide by the terms of the statement, and
 - b. Notify the Contractor in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City and Grantor, in writing, within 10 calendar days after receiving notice under subparagraph 4. b. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to:

Department of Justice, Office of Justice Programs
ATTN: Control Desk
633 Indiana Avenue, N.W.
Washington, D.C. 20531

6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.b. with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this certification.

AGREEMENT NUMBER

ESi Acquisition, Inc.

SUBRECIPIENT/CONTRACTOR/BORROWER/AGENCY

Brad Williams, VP

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Brad Williams

SIGNATURE

04-23-15

DATE

**NOTE: Capitalized terms herein shall have those meanings set forth in the Agreement to which this Certification is attached as an Exhibit*

EXHIBIT E



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

Bid/Contract Number:

Department: Mayor/HSPS

Name of Bidder: ESi Acquisition, Inc

Phone: 706-823-0911

Address: 823 Broad Street, Augusta, GA 30901

Email: ags-sales@intermedix.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) [see reverse]; 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) [see reverse]:
 - 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(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.

Date: 04-23-15

Signature: Brad Williams

Name:

Brad Williams

Title:

VP

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

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

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

Los Angeles Administrative Code § 10.37.1(i)

(i) “**Public lease or license**”.

(a) Except as provided in (i)(b), “Public lease or license” means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
- (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
- (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
- (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
- (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company’s entire workforce to the awarding authority as required by regulation;
- (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
- (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
- (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company’s entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
- (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
- (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

Los Angeles
CITY ETHICS COMMISSION

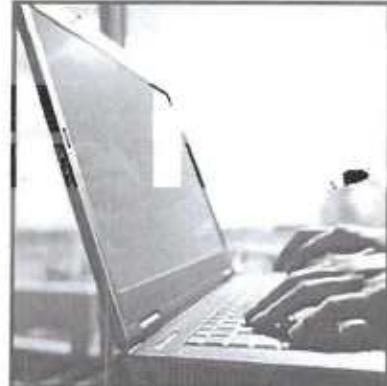
The Public Trust

Volume 11, Issue 2

October
2008

Lobbying Ordinance Available Electronically for Contract Bidders

In adopting Measure R in November 2006, Los Angeles voters, in part, established a requirement that bidders on City contracts must submit a bidder certification form when applying for certain City contracts. CEC Form 50 requires contract bidders to both acknowledge and agree to comply with the registration and disclosure requirements and the prohibitions established in the City's Municipal Lobbying Ordinance (Los Angeles Municipal Code Sections 48.01 et seq.)



The new law, codified in section 48.09(H) of the ordinance, also requires City agencies to include both the certification form and the lobbying ordinance in hard copy with each invitation for bids, request for proposals, request for qualifications, or solicitation related to entering into a city contract.

In May, the City Council approved a recommendation from the City Ethics Commission to allow city agencies to provide the lobbying ordinance to bidders in an electronic format or through an online link when the solicitation is provided electronically. The Commission's proposal in this case is just one example of the approach it will continue to pursue to implement laws that use current technology to ease compliance and conserve limited resources.

For additional information about contract bidder certification, please contact the City Ethics Commission at (213) 978-1960 or visit our lobbying web page at <http://ethics.lacity.org/lobby/lobby.cfm>.

[\[Return to Newsletter Main Page\]](#)

EXHIBIT F

CITY OF LOS ANGELES

PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, 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.

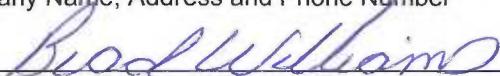
The contractor agrees to comply with the Contractor Responsibility Ordinance and the following provisions:

- (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).

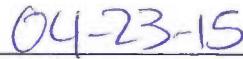
Failure to complete and submit this form to the Awarding Authority may result in withholding of payments by the City Controller, or contract termination.

ESi Acquisition, Inc. 823 Broad Street, Augusta, GA 30901 706-823-0911

Company Name, Address and Phone Number



Signature of Officer or Authorized Representative



Date

Brad Williams, VP

Print Name and Title of Officer or Authorized Representative

Mayor/HSPS

Awarding City Department

Contract Number

**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

Mayor/HSPS

Gabriela V. Jasso

213-978-0751

City Department/Division Awarding Contract

City Contact Person

Phone

WebEOC Incident Management Systems Project

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

BIDDER/CONTRACTOR INFORMATION

ESi Acquisition, Inc.

Bidder/Proposer Business Name

823 Broad Street

Augusta

GA

30901

Street Address

City

State

Zip

Meredith Clark, Contracting

706-823-0911

706-826-9911

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.

Brad Williams, VP

Print Name, Title

Brad Williams

Signature

04-23-15

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: 10 / 14 / 1995 State of incorporation: Delaware

List the corporation's current officers.

President: Joel Portice

Vice President: Ken Cooke

Secretary: Pam Krop

Treasurer: Brad Williams

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 to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.

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? 16 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

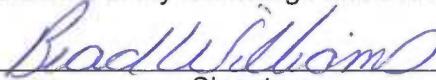
If Yes, explain on Attachment B the circumstances surrounding each instance.

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.

Brad Williams, VP

Print Name, Title



Signature

04-23-15

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. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page 1.

C. 1. - ESi Acquisition, Inc. is a wholly owned subsidiary of EMSystems, LLC. EMSystems, LLC is a wholly owned subsidiary of Advanced Data Processing Inc. Intermedix, Corp is a wholly owned subsidiary of Intermedix Midco, Inc. Intermedix Midco, Inc is a wholly owned subsidiary of Intermedix Holdings, Inc. Intermedix Holdings, Inc is owned by Thomas H. Lee Partners.

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. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page 2

E.8.-

City of Los Angeles
Contract C-107896
Software purchase (WebEOC and MapTac)
\$57,374.00
02/23/05
02/23/08

City of Los Angeles
C-107896 Supplemental Agreement
Maintenance
\$15,633.30
02/23/06
02/23/07

City of Los Angeles
C-107896 Supplemental Agreement
Maintenance
\$15,633.30
02/23/07
02/23/08

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.

EXHIBIT G

LWO – DEPARTMENTAL DETERMINATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS

This form will aid Awarding Departments with determining whether or not a contract is subject to the LWO. It must be completed by the AWARDING DEPARTMENT and submitted to the Office of Contract Compliance **AFTER THE CONTRACT HAS BEEN EXECUTED. INCOMPLETE SUBMISSIONS WILL BE RETURNED.** Please refer to the endnotes for more details.

AWARDING DEPARTMENT INFO															
Dept: Mayor/HSPS Contract Administrator: Gabriela V. Jasso Contact Phone: (213) 978-0756 MS# _____															
CONTRACT INFO															
Contractor Name: ESi Acquisition, Inc.		Contract # _____													
Contractor Address: 823 Broad Street		City: Augusta State: GA Zip: 30901													
Project/Contract Name: WebEOC Incident Management Systems Project															
Purpose of Contract: Update the Current WebEOC Boards and develop new Boards for the Emergency Management Department															
Contract Amount: \$75,000.00		Term: Start Date _____ / _____ / _____ End Date _____ / _____ / _____													
SECTION I: DETERMINING APPLICABILITY TO LWO															
1	Check off ONE box that best describes the contract, then Continue to #2: This is a <input checked="" type="checkbox"/> New Contract <input type="checkbox"/> Contract Amndmt # _____														
2	If you checked off "New Contract" above, SKIP to Question #5 to determine whether this New contract is subject to the LWO.														
3	If you checked off "Contract Amendment" Please answer the following questions about the original contract:														
a	Was the original contract subject to the LWO? <input type="checkbox"/> Yes <input type="checkbox"/> No														
b	Was the original contract approved for an exemption? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, please note what type of exemption it received:														
4	If you checked off YES to 3a OR 3b, THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC. If you checked off NO to 3a AND 3b, Continue to #5 to determine whether this Contract Amendment is subject to the LWO.														
5	Check off ONE box in Parts A, B, C or D below that best describes the contract, then Continue to #6 :														
These are contracts NOT SUBJECT, NOT APPLICABLE to LWO:		These contracts MAY or MAY NOT BE SUBJECT , or MAY or MAY NOT BE APPLICABLE to LWO:													
PART A		PART B	PART C	PART D											
<input checked="" type="checkbox"/>	Service contract that is less than 3 months OR \$25,000 or less ¹			<input checked="" type="checkbox"/>	Service contract that is at least 3 months AND over \$25,000.			<input type="checkbox"/>	Public leases or licenses			<input type="checkbox"/>	City Financial Assistance Recipient (CFAR) ⁷		
<input type="checkbox"/>	Other governmental entity ²			<input type="checkbox"/>	Financial assistance is below both LWO CFAR thresholds: ⁶			<input type="checkbox"/>	(a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).			<input type="checkbox"/>	(CFAR) ⁷		
<input type="checkbox"/>	Purchase or rental of goods, equipment, property ³			<input type="checkbox"/>	Funded by Business Improvement District (BID) assessment money ⁵			<input type="checkbox"/>	(a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).			<input type="checkbox"/>	(CFAR) ⁷		
<input type="checkbox"/>	Construction contract ⁴			<input type="checkbox"/>	(a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).			<input type="checkbox"/>	(a) Financial assistance must be less than \$1 Million in a 12-month period AND (b) Is less than \$100,000 if on a continuing basis (such as a loan at a rate lower than the Applicable Federal Rate).			<input type="checkbox"/>	(CFAR) ⁷		
6	IF YOU CHECKED OFF ANY BOX IN PART A - THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGE 1 ONLY TO OCC.														
7	IF YOU CHECKED OFF A BOX IN PART B OR C, SKIP TO #9.														
8	IF YOU CHECKED OFF THE BOX IN PART D, SKIP TO #13.														
9	If you have a service contract, answer questions a, c and d ONLY, then Continue to #10. If you have a public lease/license, answer questions b, c and d ONLY, then Continue to #10.								YES	NO					
a	Are some of the services rendered by employees whose work site is on property owned by the City?								<input type="checkbox"/>	<input type="checkbox"/>					
b	Are the services 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)?								<input type="checkbox"/>	<input type="checkbox"/>					
c	Could the services feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources?								<input type="checkbox"/>	<input type="checkbox"/>					
d	Has the DAA determined in writing that coverage would further the proprietary interests of the City?								<input type="checkbox"/>	<input checked="" type="checkbox"/>					
10	IF YOU CHECKED OFF ANY BOXES IN THE YES COLUMN, THIS CONTRACT IS APPLICABLE TO THE LWO (IT IS SUBJECT). Continue onto SECTION II. Otherwise, continue to #11.														
11	IF YOU DID NOT CHECK OFF ANY BOXES IN THE YES COLUMN, THIS CONTRACT IS NOT APPLICABLE TO THE LWO (IT IS NOT SUBJECT). Fill and submit LW-10, OCC Exemption Application for approval prior to contract execution found here: http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm, then Continue to #12.														
12	Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – Once the contract has been executed, SUBMIT LW-1, Page 1 ONLY and the APPROVED EXEMPTION FORM to OCC. If NO, Continue onto SECTION IV.														
13	Answer the following question to determine whether the CFAR is subject to the LWO, then Continue to #14.								YES	NO					
a	Does the agreement intend to promote economic development?								<input type="checkbox"/>	<input type="checkbox"/>					
14	If you checked off NO this contract is NOT APPLICABLE TO THE LWO (IT IS NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC. Otherwise, Continue to Question #15.														
15	Answer the following questions to determine whether the CFAR is subject to the LWO:								YES	NO					
a	Is the Financial Assistance given in a 12-month period and above \$1 Million?								<input type="checkbox"/>	<input type="checkbox"/>					
b	Is the Financial Assistance \$100,000 or more on a continuing basis?								<input type="checkbox"/>	<input type="checkbox"/>					
16	IF YOU CHECKED OFF ANY BOXES IN THE YES COLUMN, THIS CONTRACT IS APPLICABLE TO THE LWO (IT IS SUBJECT). Continue onto SECTION II. Otherwise, this contract is NOT APPLICABLE TO THE LWO (IT IS NOT SUBJECT). PLEASE SUBMIT PAGE 1 ONLY TO OCC.														

SECTION II:
CONTRACTS APPLICABLE/SUBJECT TO THE LWO

<p>1 Your contract is applicable/subject to the LWO. However, it may be eligible for an exemption. Check off ONE box in Parts A, B, or C that best describes the contract that MAY be eligible for an exemption, then Continue to the stated part in the corresponding right column found in SECTION III.</p>								
<p style="text-align: center;">PART A SERVICE CONTRACTS ONLY</p>		<p style="text-align: center;">PART B PUBLIC LEASES OR LICENSES ONLY</p>	<p style="text-align: center;">PART C CITY FINANCIAL ASSISTANCE RECIPIENTS ONLY</p>					
<input type="checkbox"/> One-person contractor ⁸ <input type="checkbox"/> 501(c)(3) non-profit organization ⁹ <input type="checkbox"/> Grant-Funded Services ¹⁰ <input type="checkbox"/> Occupational license required ¹¹ <input type="checkbox"/> Collective bargaining agreement with LWO supersession language ¹²	D	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹³	B	<input type="checkbox"/> Collective bargaining agreement w/ supersession language ¹⁵ <input type="checkbox"/> 501(c)(3) non-profit organization ¹⁶				
				PART C - Continued				
		A	<input type="checkbox"/> Small Business ¹⁴	C	<p>If you did not check off any boxes above, continue to answer the following questions:</p>			
					a	Is the contractor a City financial assistance recipient (CFAR) in the first year of operation? ¹⁷	<input type="checkbox"/>	<input type="checkbox"/>
					b	Is the contractor a CFAR with less than five (5) employees? ¹⁸	<input type="checkbox"/>	<input type="checkbox"/>
c					Is the contractor a CFAR that employs long-term, unemployed or provides training for permanent positions requesting hardship waiver? ¹⁹	<input type="checkbox"/>	<input type="checkbox"/>	
<p>2 If you did NOT check off any box above in Part A or Part B, this contract IS NOT eligible for an exemption. Continue onto SECTION IV.</p>		<p>If ANY boxes are checked YES, Continue onto SECTION III-A.</p>						
		<p>If you checked off NO to ALL boxes, Continue onto SECTION IV.</p>						

SECTION III:
CONTRACTS NOT SUBJECT / CONTRACTS ELIGIBLE FOR EXEMPTIONS

<p>1 Your contract MAY be eligible for an exemption that may be requested by your Department OR the Contractor PRIOR TO CONTRACT EXECUTION as indicated below:</p>		
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TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY – REQUIRES OCC APPROVAL

Fill out the form in the right-hand column below, send it to OCC for final approval (DO NOT send LW-1), and then **Continue to #2 in this Section.**

A	Grant Funded Services CFAR	LW 10 – OCC Exemption Form ONLY http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES OCC APPROVAL

Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once the form is complete, send it to OCC for final approval (DO NOT send LW-1), and then **Continue to #2 in this Section.**

B	Occupational license required Collective bargaining agreement w/supersession language	LW 10 – OCC Exemption Form AND LW 18 – Subcontractor Information Form (SIF) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
C	Small Business	LW 26 – OCC Small Business Exemption Form (English) OR LW 26 – OCC Small Business Exemption Form (Spanish): http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm

TO BE REQUESTED BY CONTRACTORS ONLY – REQUIRES AWARDING DEPARTMENT APPROVAL

Have the contractor fill out the forms in the right-hand column below and have them submit it to your department for further review. Once an approval/non-approval has been made by your department, **Continue to #2 in this Section.**

D	One-person contractors, lessee, licensee 501(c)(3) non-profit organization	LW 13 – Departmental Exemption Form AND LW 18 – Subcontractor Information Form (SIF) http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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2	Has the exemption been approved? If YES, THIS FORM IS NOW COMPLETE – SUBMIT PAGES 1 and 2 of LW-1 and the APPROVED EXEMPTION FORM TO OCC once the contract has been executed. If NO, Continue onto SECTION IV.	
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SECTION IV:
CONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

<p>1 Your contract IS SUBJECT TO THE LWO AND NOT ELIGIBLE FOR EXEMPTIONS. Have the contractor fill out the two (2) corresponding forms below and submit them (and forms from any of their subcontractors subject to the LWO) to your department for further review. Once these forms are complete, Continue onto #2 in this Section.</p>		
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Employee Information Form (EIF) Subcontractor Information Form (SIF)	LW 6 – Employee Information Form AND LW 18 – Subcontractor Information Form http://bca.lacity.org/index.cfm?nxt=ee&nxt_body=div_occ_lwo_forms.cfm
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<p>2 THIS FORM IS NOW COMPLETE – PLEASE SUBMIT PAGES 1, 2, EIF and SIF TO OCC once the contract has been executed.</p>		
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ENDNOTES FOR LWO DEPARTMENTAL DETERMINATION FORM - LW-1

¹ **Less than three months OR less than \$25,000 - LAAC 10.37.1(j):** Service contracts or Authority for Expenditures that do not meet these thresholds are not categorically exempt from the LWO.

² **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

³ **Purchase of Goods, Property, or a Lease of Property with City as Lessee – LAAC 10.37.1(j):** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental. - “Incidental services” means services that are: (1) part of an agreement for which the primary purpose is to purchase or rent goods or equipment; and (2) performed on a non-recurring and irregular basis. Services are not incidental, even if the primary purpose of the agreement is to purchase goods or equipment, if the agreement provides that services are to be performed on a regular schedule, or if the awarding authority anticipates that services will be needed on a regular basis during the life of the agreement.

⁴ **Construction contracts LAAC 10.37.1(j):** Construction contracts that do not conform to the definition of a service contract are categorically exempt from the LWO.

⁵ **Business Improvement Districts (BID):** Service agreements funded with the BID’s assessment monies are categorically exempt from the LWO (see also Regulation #11). Agreements to provide services related to a BID that are not funded with the BID’s assessment money remain subject to the LWO unless they otherwise qualify for an exemption.

⁶ **City Financial Assistance Below LWO Thresholds - LAAC 10.37.1(c):** Agreements that provide a contractor with City financial assistance intended to promote economic development or job growth are categorically exempt from the LWO if they do not meet either of the monetary thresholds described in the LWO.

Thus, such agreements are categorically exempt from the LWO if the assistance given in a 12-month period is below \$1,000,000 and less than \$100,000 per year on a continuing basis. Example: The City approves a loan to a contractor of \$5,000,000 for the development of shopping center that will create new jobs. The loan is for 20 years at an interest rate of 4%. At the time the awarding authority grants approval for the loan, the Applicable Federal Rate (AFR) referenced in the LWO is 4.6%.

This contract is not subject to the LWO because it does not meet the financial thresholds, as explained below: The amount of financial assistance used to determine whether the contractor meets the LWO thresholds is amount the contractor saves in interest payments. To determine the amount of savings on interest payments (the financial assistance), the annual savings on interest rate is calculated as follows:

$$\text{Financial Assistance} = (\text{Amount of Loan @ AFR}) - (\text{Amount of Loan @ City rate})$$

$$\text{Financial Assistance} = (\$5,000,000 \times 4.6\%) - (\$5,000,000 \times 4\%)$$

$$\text{Financial Assistance} = \$230,000 - \$200,000$$

$$\text{Financial Assistance} = \$30,000$$

Thus, the contractor receives \$30,000 in financial assistance per year for the next 20 years. This is less than \$1 Million in a year, and less \$100,000 per year on a continuing basis. Therefore, the contractor is exempt from the LWO. No approval from the OCC is required, and the awarding department may indicate this exemption on the Departmental Determination of Coverage form.

⁷ **City Financial Assistance Recipient –** Means any person who receives from the City discrete financial assistance for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation, in accordance with the following monetary limitations. Assistance given in the amount of one million dollars (\$1,000,000) or more in any twelve-month period shall require compliance with this article for five years from the date such assistance reaches the one million dollar (\$1,000,000) threshold. For assistance in any twelve-month period totaling less than one million dollars (\$1,000,000) but at least one hundred thousand dollars (\$100,000), there shall be compliance for one year if at least one hundred thousand dollars (\$100,000) of such assistance is given in what is reasonably contemplated at the time to be on a continuing basis, with the period of compliance beginning when the accrual during such twelve-month period of such continuing assistance reaches the one-hundred thousand dollar (\$100,000) threshold.

Categories of such assistance 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. § 9127(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

⁸ **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

⁹ **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement with the City, or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the agreement with the City, regardless of whether the person works on the City agreement. In calculating the salary of the CEO and the wage rate of the lowest paid worker, the corporation may not include items such as cash allowances for car expenses, meals, parking, or the value of pension plan contributions.

Child care workers: Even if a corporation meets the requirements for exemption as a 501(c)(3) non-profit organization, if the corporation provides child care services as part of the City agreement or employs child care workers who will work on the City agreement, the corporation must pay all child care workers working on the subject agreement the required LWO wage rate. The LWO requirements regarding compensated and uncompensated days off are also applicable to those child care workers.

¹⁰ **Grant-funded Services:** Agreements let by the City involving federal or state grant funds shall be subject to the LWO unless the grant-funding agency indicates in writing that the provisions of the Ordinances should not apply. The awarding authority shall provide a copy of grant-funding agency's determination to the OCC.

¹¹ **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

¹² **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the

superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

¹³ See Endnote #12

¹⁴ **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

¹⁵ See Endnote #12

¹⁶ See Endnote #9

¹⁷ **CFAR: First Year Financial Assistance Recipients – 10.37.1(c):** A first-year City financial assistance recipient (CFAR) applying for exemption under Section 10.37.1(c) of the LWO shall submit proof of its start up date and workforce documentation with its application for exemption. If the OCC grants an exemption on this basis, the first year CFAR is exempt from the LWO for a period of one year from the date the exemption is approved.

¹⁸ **CFAR: Employing Fewer Than Five Employees – 10.37.1(c):** A City financial assistance recipient (CFAR) claiming exemption on the basis that it employs fewer than five (5) employees for each working day in each of twenty (20) or more calendar weeks in the current or preceding calendar year shall submit with its application for exemption payroll registers for that twenty (20) week period to verify eligibility.

¹⁹ **CFAR: Hardship waivers for job training and preparation programs –10.37.1(c):** A City financial assistance recipient (CFAR) that employs the longterm unemployed or provides trainee positions intended to prepare employees for

permanent positions may request an economic hardship waiver pursuant to Section 10.37.1(c). The CFAR must submit to the awarding authority documentation of the program's demonstrated and projected results and the potential adverse impact due to compliance with this article. The awarding authority will forward the documentation and its recommendation to the City Council for consideration. A copy of such a recommendation shall be forwarded to the OCC.

²⁰ **CFAR: Employee Exemption – 10.37.1(c):** A City financial assistance recipient (CFAR) that claims exemption pursuant to Section 10.37.1(e) for its employees who expend less than half of their time on the City funded project or the employees of its service contractor, if any, who expend less than half of their time on the premises of the CFAR directly involved with the activities funded by the City, shall be responsible for maintaining records of applicable hours and descriptions of work performed to substantiate the exemption.

EXHIBIT H

CITY OF LOS ANGELES

CALIFORNIA



NOTICE TO EMPLOYEES WORKING ON CITY CONTRACTS RE: LIVING WAGE ORDINANCE AND PROHIBITION AGAINST RETALIATION

“Section 10.37.5 Retaliation Prohibited” of the Living Wage Ordinance (LWO) provides that any employer that has a contractual relationship with the City **may not** discharge, reduce the pay of, or discriminate against his or her employees working under the City contract for any of the following reasons:

1. Complaining to the City if your employer is not complying with the Ordinance.
2. Opposing any practice prohibited by the Ordinance.
3. Participating in proceedings related to the Ordinance, such as serving as a witness and testifying in a hearing.
4. Seeking to enforce your rights under this Ordinance by any lawful means.
5. Asserting your rights under the Ordinance.

Also, you may not be fired, lose pay or be discriminated against for asking your employer questions about the Living Wage Ordinance, or asking the City about whether your employer is doing what is required under the LWO. If you are fired, lose pay, or discriminated against, you have the right to file a complaint with the City’s Equal Employment Opportunity Enforcement Section, as well as file a claim in court.

For more information, or to obtain a complaint form, please call the Equal Employment Opportunity Enforcement Section at (213) 847-2625.

CITY OF LOS ANGELES
Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 S. Broadway Street, Suite 300
Los Angeles, CA 90015
Phone: (213) 847-2625 – Fax: (213) 847-2777

EXHIBIT I

Los Angeles Business Assistance Virtual Network

BAVN

Downloading and Uploading Company Documents

BAVN “Download Templates” Instructions

These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power

All companies registering on BAVN may at this time complete and upload the compliance forms listed in the “Download Templates” or it may upload the forms at the time it responds to a contracting opportunity. All forms contained in the “Download Templates” section are to be completed and signed prior to being uploaded to the “Company Documents” section. Once uploaded, the forms are valid for one (1) year or twelve (12) months from the date they are uploaded.

The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s). The re-uploading of form(s) will not trigger a new renewal date. The renewal date shall remain as the first time the form(s) were uploaded.

Equal Employment Practices (EEP)/Affirmative Action Program (AA)

All companies that have an approved Affirmative Action Plan on file with the Office of Contract Compliance prior to August 15, 2011 shall be required to complete and upload the Equal Employment Practices Affidavit and the Affirmative Action Plan Affidavit (if required by the contracting opportunity posted by the awarding department).

Contractors will remain subject to all applicable provisions of any previously approved EEP/AAP Plans for all current contracts advertised by the City prior to August 15, 2011.

Construction Contracts – The Affirmative Action Plan will be effectuated upon completion of the “Anticipated Employment Utilization Report” (AEUR). Any subsequent bids will require the submittal of the AEUR to the Bureau of Contract Administration’s Office of Contract Compliance prior to the issuance of a Notice to Proceed by the awarding department.

Equal Benefits Ordinance (EBO)

By completing and uploading the Equal Benefits Ordinance Compliance Affidavit your company is certifying compliance with the requirements of said ordinance. If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance prior to contract award. A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal. The EBO Waiver Application shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request. Upon contract award, your company may be

randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.

Slavery Disclosure Ordinance (SDO)

By completing and uploading the Slavery Disclosure Affidavit your company will have satisfied the reporting requirement of the Slavery Disclosure Ordinance. A company wishing to seek an exemption of the SBO provisions must submit the SDO Exemption Form with the bid or proposal. The SDO Exemption Form shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request.

IMPORTANT NOTICE

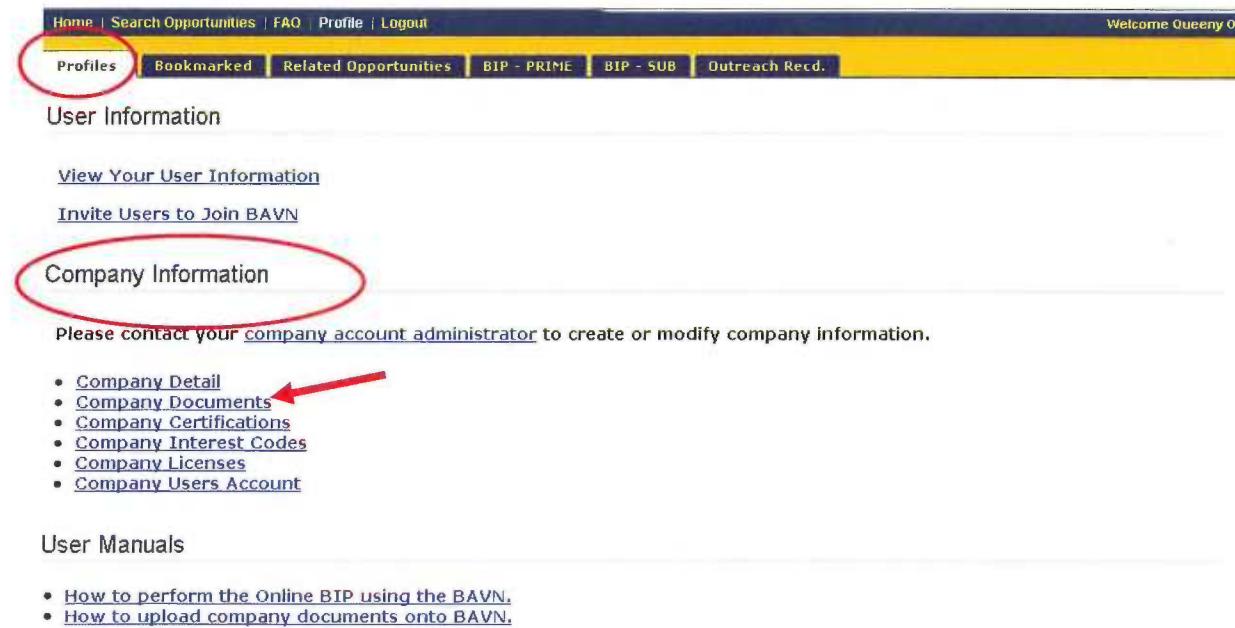
Currently, all other forms pertaining to the Living Wage Ordinance, First Source Hiring Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

The following tutorial will walk you through the process of

- Downloading and Uploading Company Documents

Step 1. Login to BAVN

1. The Admin of your company must login into BAVN.
2. Under Profiles-Company Information, click on the Company Documents link.



The screenshot shows the BAVN user interface. At the top, there is a navigation bar with links for Home, Search Opportunities, FAQ, Profile, and Logout. On the right, it says 'Welcome Queeny O'. Below the navigation bar, there is a horizontal menu with buttons for Profiles (circled in red), Bookmarked, Related Opportunities, BIP - PRIME, BIP - SUB, and Outreach Recd. The main content area is titled 'User Information' and contains links for View Your User Information and Invite Users to Join BAVN. A section titled 'Company Information' is highlighted with a red oval and a red arrow points to the 'Company Documents' link within a list of options: Company Detail, Company Documents (circled in red), Company Certifications, Company Interest Codes, Company Licenses, and Company Users Account. Below this, there is a section titled 'User Manuals' with links for How to perform the Online BIP using the BAVN and How to upload company documents onto BAVN.

The following type of forms can be downloaded;

AA - Affirmative Action

- Federally Assisted Construction Projects Equal Employment Opportunity/Affirmative Action
- Affirmative Action Plan
- Equal Employment Practices Provisions Certification

EBO - Equal Benefits Ordinance

- Equal Benefits Ordinance Affidavit

SD - Slavery Disclosure Ordinance Forms

- Slavery Disclosure Ordinance Affidavit

Please read instructions before downloading and uploading company documents

Downloading Documents

1. Click on any of the links in the **Download Document Template** section to download the form. Once downloaded, fill out form completely and scan it into a PDF document.
2. Next go to the **Upload Document Section** to upload the form.

Download Document Templates



<ul style="list-style-type: none">Only the company's administrator can upload documents.All companies registering on BAVN may at this time complete and upload the compliance forms listed in the "Download Document Templates" or it may upload the forms at the time it responds to a contracting opportunity.All forms contained in the "Download Document Templates" section are to be completed and signed prior to being uploaded to the "Company Documents" section.Once uploaded, the forms are valid for one (1) year or twelve (12) months from the date they are uploaded. <p>IMPORTANT NOTICE:</p> <ul style="list-style-type: none">Please note, that hard copies of all documents must be submitted with your bid or proposal for all contracting opportunities advertised before August 15, 2011.These instructions are NOT applicable to Bidder/Proposers responding to contracting opportunities advertised by the Los Angeles World Airports, the Port of Los Angeles and the Department of Water & Power.Currently, all other forms pertaining to the Living Wage Ordinance, First Source Hiring Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

Affirmative Action Forms	Uploaded Date
Federally Assisted Construction Projects Equal Employment Opportunity/Affirmative Action	July 1, 2011
Affirmative Action Plan	July 1, 2011
Equal Employment Practices Provisions Certification	July 1, 2011

Equal Benefits Ordinance Forms	Uploaded Date
Equal Benefits Ordinance Affidavit	August 15, 2011

Slavery Disclosure Ordinance Forms	Uploaded Date
Slavery Disclosure Ordinance Affidavit	July 1, 2011

Uploading Documents

1. When ready to upload documents, click on the appropriate link to upload form.
In this example we will upload the **Equal Benefits Ordinance form**

Upload Company Documents

- The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.
- Upon BCA verification, the Awarding Authority shall award the contract.
- If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).
- The re-uploading of form(s) will not trigger a new renewal date. The renewal date shall remain as the first time the form(s) were uploaded.
- The renewal date shall remain as the first time the form(s) were uploaded.

Affirmative Action (AA)

- All companies that have an approved Affirmative Action Plan on file with the Office of Contract Compliance prior to August 15, 2011 shall be required to complete and upload the Equal Employment Practices Affidavit and the Affirmative Action Plan Affidavit (if required by the contracting opportunity posted by the awarding department).
- Contractors will remain subject to all applicable provisions of any previously approved EEP/AAP Plans for all current contracts advertised by the City prior to August 15, 2011.
- **Construction Contracts:** The Affirmative Action Plan will be effectuated upon completion of the "Anticipated Employment Utilization Report" (AEUR). Any subsequent bids will require the submittal of the AEUR to the Bureau of Contract Administration's Office of Contract Compliance prior to the issuance of a Notice to Proceed by the awarding department.

[Click here to upload document.](#)

File Name	Description	Uploaded Date	Uploaded By	Edit
No Documents found.				

Equal Benefits Ordinance (EBO)

- By completing and uploading the Equal Benefits Ordinance Compliance Affidavit your company is certifying compliance with the requirements of said ordinance.
- If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance prior to contract award.
- A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal.
- The EBO Waiver Application shall be forwarded to OCC for processing.
- OCC shall notify the awarding department of the determination resulting from the waiver request.
- Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.

[Click here to upload document.](#)



File Name	Description	Uploaded Date	Uploaded By	Edit
No Documents found.				

The screen below will be displayed after you click on the **Upload link**,

Add Company Document 11:16:01 AM

Equal Benefits Ordinance (EBO)

- By completing and uploading the Equal Benefits Ordinance Compliance Affidavit your company is certifying compliance with the requirements of said ordinance.
- If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance prior to contract award.
- A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal.
- The EBO Waiver Application shall be forwarded to OCC for processing.
- OCC shall notify the awarding department of the determination resulting from the waiver request.
- Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.

Upload New Company Document

Select File:

C:\Documents and Settings\3189\Desktop\EBO1.pdf [Browse...](#)

* Only pdf's are accepted.

Description: (optional)

[Upload Document](#) [Cancel](#)

1. **Browse** for document to upload (EBO1.pdf)
2. Description is Optional
3. Click on **Upload Document** button

Completed Uploaded Form

File Name	Description	Uploaded Date	Uploaded By	Edit
EBO1		10/05/2011	Queen O	Modify Remove

Click on appropriate link to **Modify** or **Remove** the document

EXHIBIT J

SCHEDULE OF PAYMENTS AND DELIVERABLES

Target Dates provided in the following table are identified based on contract execution. Invoice amounts are based on deliverables identified in the accompanying Statement of Work (SOW) on a Fixed Firm Price (FFP) basis. Actual invoices submitted may reflect a ten percent (10%) withholding as directed by the City of Los Angeles, with the understanding that the total amount withheld will be remitted to the Contractor at the conclusion of the project and upon submission of final deliverables and 10% Withholding Invoice as indicated in the SOW. All invoices shall be accompanied by two copies of each deliverable listed in conjunction with that Invoice.

#	Deliverable / Event	Invoice Substantiation	Invoice Due	Amount	10% Withheld	Payment
1	Initial Project Meeting	<ul style="list-style-type: none"> • Meeting Agenda • Meeting Minutes • Meeting Sign in Sheet 	Within 30 Days of Contract Execution	\$20,000.00	\$2,000.00	\$18,000.00
	Project Schedule	<ul style="list-style-type: none"> • Project Schedule 				
	Site Visit	<ul style="list-style-type: none"> • System Review Report 				
2	Board Recommendations	<ul style="list-style-type: none"> • 12 Proposed Recommended Boards 	Within 60 Days of Contract Execution	\$55,000.00	\$5,500.00	\$49,500.00
	Board Selection & Development	<ul style="list-style-type: none"> • 6 Selected Boards (Developed and Active on WebEOC) 				
3	<i>Final 10% Withholding Payment</i> Conduct Clos Out Meeting	<ul style="list-style-type: none"> • Meeting Agenda • Meeting Minutes • Meeting Sign in Sheet 	Within 65 Days of Contract Execution	\$7,500.00	\$0.00	\$7,500.00
						Total \$75,000.00