DEPARTMENT OF RECREATION AND PARKS

BOARD OF COMMISSIONERS

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ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

(213) 202-2633

June 18, 2026

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Approval of Proposed Amendment to Contract No. 3744 with Kompan, Inc. for the Purchase and Installation of Playground, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests City Council (i) Approve the proposed Amendment to Contract No. 3744 (Contract) to extend the term of the Contract by six months; (ii) find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services.

Background:

LA Compost (Organization) is a nonprofit organization with a mission to connect the people of RAP continues to require the purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories and related products and services on an occasional and as-needed basis in order to build new, and retrofit and repair existing, park property.

Contract No. 3744 with Kompan, Inc. (Contract), which allows the contractor to provide playground equipment, surfacing, site accessories, and related products and services on an as-needed basis is currently scheduled to expire on July 1, 2026. The proposed Amendment would extend the term of the Contract from July 1, 2026 to December 31, 2026, which is now available to RAP as a result of a recent six-month extension to the underlying cooperative purchasing agreement (Attachment 3).

Under the proposed Amendment, the maximum contract amount would remain $4,000,000.00 per year for purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories and related products and services. This amount is an estimate, and RAP does not guarantee that the maximum contract amount will be reached.

If the Contract is not extended, RAP could not immediately access the services of Kompan, Inc. during the six-month extension period. RAP does not anticipate OMNIA Partners and Kompan, Inc. entering into another contract prior to the expiration of the existing purchasing agreement.

Fiscal Impact Statement:

Executing the proposed Amendment will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no immediate impact to RAP's General Fund as funding will be identified on a per project basis.

If you have any questions with regard to this matter, please contact Sergio Montero, Management Analyst, Contracts Administration Division

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS



TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 26-138

cc: Sergio Montero, Management Analyst, Contracts Administration Division

APPROVED
June 18 2026
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT **NO.** 26-138

DATE June 18, 2026 C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: APPROVAL OF PROPOSED AMENDMENT TO CONTRACT NO. 3744 WITH KOMPAN, INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND, OUTDOOR FITNESS EQUIPMENT, SURFACING, SITE ACCESSORIES AND RELATED PRODUCTS AND SERVICES

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
C. Stoneham	_____	N. Williams	NDW

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Amendment to Contract No. 3744 (Contract), in substantially the form attached hereto as Attachment 1, to extend the term of the Contract by six months, subject to the approval of the City Council and the City Attorney as to form;

2. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;

3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Amendment to the City Council and the City Attorney;

4. Authorize the Board President and Secretary to execute the Amendment upon receipt of necessary approvals; and,

5. Authorize RAP Staff to make any necessary technical changes to implement the Board's intentions.

SUMMARY

RAP continues to require the purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories and related products and services on an occasional and as-needed basis in order to build new, and retrofit and repair existing, park property.

Contract No. 3744 with Kompan, Inc. (Contract), which allows the contractor to provide playground equipment, surfacing, site accessories, and related products and services on an as-needed basis is currently scheduled to expire on July 1, 2026. The proposed Amendment would extend the term of the Contract from July 1, 2026 to December 31, 2026, which is now available to RAP as a result of a recent six-month extension to the underlying cooperative purchasing agreement (Attachment 3).

Under the proposed Amendment, the maximum contract amount would remain $4,000,000.00 per year for purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories and related products and services. This amount is an estimate, and RAP does not guarantee that the maximum contract amount will be reached.

If the Contract is not extended, RAP could not immediately access the services of Kompan, Inc. during the six-month extension period. RAP does not anticipate OMNIA Partners and Kompan, Inc. entering into another contract prior to the expiration of the existing purchasing agreement.

FISCAL IMPACT

Executing the proposed Amendment will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no immediate impact to RAP's General Fund as funding will be identified on a per project basis

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

LIST OF ATTACHMENTS/EXHIBITS

1) Attachment 1 – Proposed Amendment to Contract No. 3744
2) Attachment 2 – Contract No. 3744

AMENDMENT NO. 1 TO CONTRACT NO. 3744
FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND, OUTDOOR FITNESS EQUIPMENT, SURFACING, SITE ACCESSORIES AND RELATED PRODUCTS AND SERVICES

THIS AMENDMENT NO. 1 TO CONTRACT NO. 3744 ("AMENDMENT") is made and entered into this _____ day of _____, 2026, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD") and KOMPAN, INC. (hereinafter referred to as "CONTRACTOR").

WITNESSETH

Whereas, on December 18, 2019, the BOARD approved Contract No. 3744 (hereinafter referred to as "AGREEMENT") for the purchase and installation of playground, outdoor fitness equipment, surfacing, site accessories and related products and services; and

Whereas, the term of the AGREEMENT is now scheduled to expire on July 1, 2026; and

Whereas, the CITY and CONTRACTOR desire, by way of this AMENDMENT, to extend the original term of the AGREEMENT by an additional six months; and

Whereas, this AMENDMENT has been approved by the BOARD at its meeting on June 18, 2026 (Report No. ##-###).

Now, therefore, the CITY and CONTRACTOR hereby mutually agree to amend the AGREEMENT through this AMENDMENT as follows:

1. The first paragraph of Section 2.2 of the AGREEMENT entitled "Extension of Term" is hereby amended to read as follows:

   "The term of this Agreement shall commence on the date of execution and expire on December 31, 2026, the expiration date of the OMNIA Partners CONTRACT with CONTRACTOR."

2. Except as amended herein, all other terms and conditions of the AGREEMENT shall remain in full force and effect.

3. The following document is incorporated into Appendix A of the AGREEMENT and made a part thereof by reference:

   Amendment # 15 CONTRACT No. 2017001135 awarded on September 25, 2025 between the City of Charlotte and Kompan, Inc.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this AMENDMENT NO. 1 TO CONTRACT NO. 3744, to be executed by their duly authorized representatives.

Executed this _____day

of_____, 20___

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

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

By _____

PRESIDENT

By _____

SECRETARY

Executed this _____day

of_____, 20___

KOMPAN, INC.

By _____

PRESIDENT

By _____

SECRETARY

Approved as to Form:

Date: _____

Hydee Feldstein Soto, City Attorney

By _____

Brendan Kearns, Deputy City Attorney

Docusign Envelope ID: EDF903EB-3D28-42C8-B75D-AD2DE9C640F8

Contract#: 2017001135
Amendment#: 15
Vendor#: 306688

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Fifteenth Amendment") is made and entered into this 25 of September 2025 by and between Kompan, Inc., a Delaware corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Kompan Inc. dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on May 1, 2018, to incorporate new products and unit price adjustments.

D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments.

F. The parties amended the Contract on May 15, 2019, to incorporate third-party products and price lists.

G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments.

H. The parties amended the Contract on January 1, 2021, to incorporate unit price adjustments.

I. The parties amended the Contract on May 17, 2021, to incorporate unit price adjustments and add the Domestic (U.S.) procurement preference clause.

J. The parties amended the Contract on January 1, 2022, to incorporate unit price adjustments and replace the commercial non-discrimination clause.

K. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

L. The parties amended the Contract on December 22, 2022, to incorporate price adjustments and to incorporate certain other changes.

M. The parties amended the Contract on June 6, 2023, to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

N. The parties amended the Contract on January 8, 2024, to incorporate third-party products and price lists and to incorporate certain other changes.

O. The parties amended the Contract on January 27, 2025, to incorporate the 2025 Price List and to incorporate certain other changes.

P. The parties now desire to amend the Contract to extend the Term of the Contract by an additional six months and to incorporate certain other changes.

Docusign Envelope ID: EDF903EB-3D28-42C8-B75D-AD2DE9C640F8

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fifteenth Amendment by reference.
2. Defined terms used in this Fifteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fifteenth Amendment extends the Term of the Contract by six months to expire on December 31, 2026.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

Docusign Envelope ID: EDF903EB-3D28-42C8-B75D-AD2DE9C640F8

Contract#: 2017001135
Amendment#: 15
Vendor#: 306688

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourteenth Amendment to be executed as of the date first written above.

KOMPAN, INC.:

BY: Signed by: Eric Lewis 3DE00A9DA1DF4C2... _____
(Signature)

PRINT NAME: Eric Lewis

TITLE: Treasurer

DATE: 09/11/2025

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: DocuSigned by: Liz Babson 8E8A04CDBC7D437... _____
(Signature)

PRINT NAME: Liz Babson

TITLE: Deputy City Manager

DATE: 9/25/2025

DEPARTMENT OF RECREATION AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
VICE PRESIDENT

NICOLE CHASE
JOSEPH HALPER

IRIS L. DAVIS
BOARD SECRETARY (213) 202-2640

City of Los Angeles
California

ERIC GARCETTI
MAYOR

MICHAEL A. SHULL
GENERAL MANAGER

ANTHONY-PAUL (AP) DIAZ, ESQ.
EXECUTIVE OFFICER &
CHIEF OF STAFF

VICKI ISRAEL
ASSISTANT GENERAL MANAGER

SOPHIA PIÑA-CORTEZ
ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO
ACTING ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

April 10, 2020

Kompan, Inc.
605 West Howard Lane, Suite 101
Austin, TX 78753-9786

Attention: Jon A. Teberg, Director of Sales, California

Gentlepersons:

Enclosed is Agreement No. 3744, executed on April 9, 2020 between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and your organization to provide recreation and parks equipment, and installation.

If you have any questions with regard to this Agreement at this time, please contact Mr. Robert Feld, Senior Management Analyst II, Finance Division at (213) 202-5621.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

for

IRIS L. DAVIS
Commission Executive Assistant II

Enclosures

cc: City Controller
City Attorney
Departmental Chief Accountant
Robert Feld, Senior Management Analyst II, Finance Division (w/out enclosure)

AGREEMENT NO. 3744

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS (RAP)

AND

KOMPAN, INC.

FOR

AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, OUTDOOR FITNESS EQUIPMENT, SURFACING, SITE ACCESSORIES AND RELATED PRODUCTS AND SERVICES

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
KOMPAN, INC.
FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, OUTDOOR FITNESS EQUIPMENT, SURFACING, SITE ACCESSORIES AND RELATED PRODUCTS AND SERVICES

This Agreement ("Agreement" or "Contract") is entered into this 9th day of April, 2020, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Kompan, Inc., a Texas Corporation (hereinafter referred to as "CONTRACTOR") located at 605 West Howard Lane, Suite 101, Austin TX 78753-9786. CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by the City of Charlotte, North Carolina (Charlotte), and Charlotte and CONTRACTOR have agreed to market their contract through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities)(hereinafter referred to as Omnia) to provide these services under contract No. 2017001135 with Kompan awarded July 1, 2017, to provide purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing and related products and services on an as-needed, non-exclusive basis, attached hereto and incorporated herein by reference ("Charlotte Contract" attached as Appendix A); and

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

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

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

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

WHEREAS, pursuant to Charter Section 1022 RAP does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by and independent contractor; and

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

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

WHEREAS, RAP has the need for the purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing and related products and services on an as-needed basis; and

WHEREAS, RAP has registered on-line with Omnia and has account number 5265956, which is a prerequisite for Participating Public Agencies who wish to access Omnia's Master Agreement (i.e. Contract # 2017001135); and

WHEREAS, the CONTRACTOR has agreed to provide such as-needed purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing, and related products and services to RAP; and

WHEREAS, Omnia by email communication dated October 24, 2019 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized the RAP as a Participating Public Agency, to utilize all Public Sector Master Agreements provided by Omnia.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

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

1.1 Parties

The Parties to this Agreement are:

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

CONTRACTOR – Kompan Inc., having its principal office at 605 West Howard Lane Suite 101, Austin, TX 78753-9786.

1.2 Representatives

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

Michael A. Shull, General Manager (and or his designee)
City of Los Angeles, Department of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

With Copies to:

Jimmy Newsom, Senior Management Analyst II (and or his designee)
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

The Contractors representative will be:

Jon A. Teberg, Director of Sales California
605 West Howard Lane, Suite 101
Austin, TX 78753-9786

Email: jonteb@kompan.com
Website: https:www.kompan.us
Office Telephone (800) 426-9788
Cell Telephone (949)973-1226
Fax Number (512) 867-6225

1.3 Notices

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

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

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

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

SECTION 2 – TERMS OF THE AGREEMENT

2.1 Term

The term of this Agreement shall commence on the date of execution and expire July 1, 2022, the expiration date of the Charlotte Contract with CONTRACTOR.

2.2 Extension of Term

Charlotte has two (2), two-year renewal options which if exercised would extend the term of the Charlotte Contract to July 1, 2024, and July 1, 2026, respectively. In the event that Charlotte exercises such options, then the General Manager of RAP may, at his sole discretion, by written amendment to this Agreement, extend the term of this Agreement with CONTRACTOR for two (2) additional two-year extensions with the corresponding terms expiring on July 1, 2024, and July 1, 2026 respectively.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3] attached hereto and incorporated herein by reference as Appendix C.

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

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

SECTION 3 - SCOPE OF SERVICES

3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR has agreed to provide playground and outdoor fitness equipment, site accessories, surfacing and related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the Charlotte CONTRACT (Contract # 2017001135, attached hereto and incorporated herein by reference as Appendix A).

3.2 Services to Be Provided by CITY

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

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

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

SECTION 4 – COMPENSATION AND INVOICING

4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual project. The total amount for this CONTRACT will not exceed Four Million Dollars annually, ($4,000,000.00). The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

4.2 Invoicing

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

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

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

4.3 Compensation and schedule of payments

The CONTACTOR's invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment. CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total Contract amount shall not exceed $4,000,000 annually. Discount off catalog pricing applies as per attached sheet (Exhibit 4).

SECTION 5 - NON-EXCLUSIVITY

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

SECTION 6 - RATIFICATION

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

SECTION 7 - INCORPORATION OF DOCUMENTS

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

Appendix A.	CONTRACT # 2017001135 awarded on April 14, 2017 between Charlotte, North Carolina and Kompan Inc. and marketed through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities)
Appendix B.	Written authorization dated October 24, 2019 for RAP to utilize Contract # 2017001135as a participating organization with Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities) with participating agency number 5265956.
Appendix C.	Standard Provisions for City Contracts. (REV. 10/17)[v.3]
Appendix D	CITY Compliance Documents completed by Kompan
Exhibit 1	Insurance Contractual Requirements
Exhibit 4	Discount sheet off catalog pricing

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

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

Executed this 2nd day

of February, 2020

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day

of _____, 20___

KOMPAN, INC.

By _____
PRESIDENT signature

Thomas J Enright
PRESIDENT print

By _____
CEO/TREASURER signature

Eric Lewis
CEO/TRESURER print

Approved as to Form:

Date: April 9, 2020

Michael N. Feuer
City Attorney

By _____
DEPUTY CITY ATTORNEY
Steven Hong

APPROVED
DEC 18 2019
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT NO. 19-245

DATE December 18, 2019 C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACT FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES – USE OF THE SELECTION PROCESS OF OMNIA PARTNERS, PUBLIC SECTOR (SUBSIDIARIES NATIONAL IPA AND U.S. COMMUNITIES) TO PROVIDE THESE SERVICES UNDER CONTRACT No. 2017001135 WITH KOMPAN, INC.

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	NPW

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find that the Department of Recreation and Parks (RAP) desires to secure a contract to provide recreation and parks equipment, and installation, in order to enhance the recreational experience of the public;

2. Find that Kompan, Inc. (Kompan), is experienced in providing playground, outdoor fitness equipment, site accessories, surfacing, and related products and services, and is willing to perform such services;

3. Find that Kompan can provide such services economically and expediently to RAP and it is in RAP's best interest to secure these services with Kompan;

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

5. Find, pursuant to Charter Section 371(e)(8), that the City may, in lieu of undertaking its own competitive bidding or proposal process, use (piggyback) the State of North Carolina, City of Charlotte (Charlotte) Contract No. 2017001135 (Charlotte Contract) with Kompan, as provided by Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities) (Omnia) (Appendix A), a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership, because contracts for cooperative

arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding and proposal requirements;

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

7. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ personnel with the necessary expertise to undertake and accomplish the aforementioned specialized supplies and professional services in a timely manner and that it is more feasible to secure these services by contract; and

8. Find that the email attached hereto dated October 24, 2019 (Appendix B) from Omnia authorizes RAP as a Participating Public Agency with participating agency number 5265956 to utilize Contract No. 2017001135 between Kompan and Charlotte through Omnia for the purchase of playground, outdoor fitness equipment, site accessories, surfacing, and related products and services;

9. Authorize RAP to enter into the proposed Contract substantially in the form attached to this Report as Exhibit 2 subject to the review and approval of the Mayor, the City Council and the City Attorney as to form, between RAP and Kompan, for the purchase and installation of playground, outdoor fitness equipment, site accessories, surfacing, and related products and services, on an occasional and as needed basis, in an amount not-to-exceed Four Million Dollars ($4,000,000.00) per year; the initial term of this contract being from the date of execution through the prorated remainder of the Charlotte Contract between Kompan and Charlotte, set to expire July 1, 2022;

10. Authorize RAP's General Manager at his sole discretion to extend the term of the Contract for two additional two-year terms, if Charlotte exercises its option to renew its Charlotte Contract with Kompan for two additional two-year terms, with a corresponding expiration date of July 1, 2024 and July 1, 2026 respectively;

11. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Contract to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to transmit the Contract to the City Council for approval, and to the City Attorney for approval as to form;

12. Authorize RAP's General Manager or their designee to make technical corrections to the proposed Contract as necessary;

13. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

SUMMARY

RAP has an ongoing need for the purchase and installation of playground and outdoor fitness equipment, surfacing, site furnishings and related products and services on an occasional and as-needed basis. The ability to purchase and install such material and equipment is critical to meeting RAP's needs to build new and retrofit and repair existing park property.

The proposed Contract with Kompan provides RAP with a variety of turnkey designs, manufacturing and installation options for playground equipment, outdoor fitness equipment, poured-in-place and/or manufactured surfaces, site furnishings, and related products and services. The contract allows RAP the ability to select a wide variety of standard manufactured and customized recreation and playgrounds, outdoor fitness equipment, surfaces, site furnishings and related products and services. If desired, RAP may use this Contract to retrofit, repair and/or maintain RAP's existing recreation and parks equipment.

RAP staff is recommending that the Board authorize RAP to piggyback on Charlotte's competitively bid contract provided through Omnia (Appendix A). The Charlotte Contract is marketed by Omnia as a master intergovernmental cooperative purchasing agreement, and was a result of a competitively bid process (RFP #269-2017-028 attached Exhibit 3) wherein all purchasing parties are guaranteed the greatest discount off catalog pricing of products and services. Use of this Contract is consistent with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous. Further, under the City Charter, contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding requirements. Omnia has issued a registration email confirming that (Appendix B) RAP is authorized to use the Charlotte Contract with Kompan. RAP will issue a separate contract number and enter into a separate contract with Kompan (Exhibit 2), which will incorporate the terms of the Charlotte Contract (Appendix A) and the Standard Provisions for City Contracts (Rev 10/17)[v.3] (Appendix C to proposed Contract). The Charlotte Contract is set to expire on July 1, 2022. Additionally, Charlotte has the option to extend its contract, which if exercised, would extend the term of its contract for two additional two-year terms with corresponding expiration dates of July 2, 2024, and July 1, 2026 respectively. In the event that Charlotte exercises its option(s), it is recommended that RAP's General Manager have the sole discretion to also extend RAP's Contract for two additional two-year term(s) as outlined above.

The proposed contract is recommended in an amount not-to-exceed an annual expenditure of Four Million Dollars ($4,000,000.00) per year for the purchase and installation of playground, outdoor fitness equipment, surfacing, site furnishings and related products and services on an as-needed basis. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into the contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard

Provisions for City Contracts (Rev 10/17)[v.3]. Funding for projects will be provided from various funding sources.

FISCAL IMPACT STATEMENT

Executing this proposed Contract will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no impact to RAP's General Fund as funding will be identified on a per project basis. Funding sources may include but not be limited to Proposition 68 Grants, Measure A Grants, other grants, gifts, and Quimby/Park Fee funds.

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

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:
Goal No. 3: Create and Maintain World Class Parks and Facilities
Outcome No. 3: Increased park maintenance

LIST OF ATTACHMENTS/APPENDICES

1) Appendix A - Contract between the City of Charlotte and Kompan
2) Appendix B - Email authorizing RAP as a member to utilize Omnia`s marketing of all its contracts.
3) Exhibit 2 - Proposed Contract between RAP and Kompan
4) Exhibit 3 - RFP with all addenda

Exhibit 1

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Kompan Inc. Date: 11/6/19

Agreement/Reference: Installation of playground, outdoor fitness equipment, surfacing, site accessories and related products

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

Limits

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

WC *Statutory*

EL 1,000,000

◉ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✓ **General Liability** City of Los Angeles must be named as additional insured. 2,000,000

◉ Products/Completed Operations ☐ Sexual Misconduct

☐ Fire Legal Liability

◉ with $2,000,000 per occurrence

✓ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period

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

☐ All Risk Coverage ☐ Boiler and Machinery

☐ Flood ☐ Builder's Risk

☐ Earthquake ☐

___

☐

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

___ **Crime Insurance**

Other: Provided to: Robert Feld @ RAP

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm

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

Exhibit 2

Agreement Number

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
KOMPAN, INC.
FOR AS-NEEDED PURCHASE AND INSTALLATION OF PLAYGROUND, OUTDOOR FITNESS EQUIPMENT, SURFACING, SITE ACCESSORIES AND RELATED PRODUCTS AND SERVICES

This Agreement ("Agreement" or "Contract") is entered into this _____ day of _____, 20___, by and between the City of Los Angeles, (herein referred to as "CITY") a municipal corporation, Department of Recreation and Parks (hereinafter referred to as "RAP"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), and Kompan, Inc., a Texas Corporation (hereinafter referred to as "CONTRACTOR") located at 605 West Howard Lane, Suite 101, Austin TX 78753-9786. CITY and CONTRACTOR shall be referred to hereinafter as the "Parties".

WHEREAS, the CONTRACTOR has been awarded a competitively bid contract by the City of Charlotte, North Carolina (Charlotte), and Charlotte and CONTRACTOR have agreed to market their contract through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities)(hereinafter referred to as Omnia) to provide these services under contract No. 2017001135 with Kompan awarded July 1, 2017, to provide purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing and related products and services on an as-needed, non-exclusive basis, attached hereto and incorporated herein by reference ("Charlotte Contract" attached as Appendix A); and

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

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

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

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

WHEREAS, pursuant to Charter Section 1022 RAP does not have available in its employ personnel with the necessary expertise to undertake the specialized professional tasks sought and the work can be performed more economically or feasibly by and independent contractor; and

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

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

WHEREAS, RAP has the need for the purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing and related products and services on an as-needed basis; and

WHEREAS, RAP has registered on-line with Omnia and has account number 5265956, which is a prerequisite for Participating Public Agencies who wish to access Omnia's Master Agreement (i.e. Contract # 2017001135); and

WHEREAS, the CONTRACTOR has agreed to provide such as-needed purchase and installation of playground and outdoor fitness equipment, site accessories, surfacing, and related products and services to RAP; and

WHEREAS, Omnia by email communication dated October 24, 2019 attached hereto and incorporated by reference herein as Appendix B, has expressly authorized the RAP as a Participating Public Agency, to utilize all Public Sector Master Agreements provided by Omnia.

NOW THEREFORE, RAP and the CONTRACTOR hereby agrees as follows:

.

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

1.1 Parties

The Parties to this Agreement are:

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

CONTRACTOR – Kompan Inc., having its principal office at 605 West Howard Land Suite 101, Austin, TX 78753-9786.

1.2 Representatives

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

Michael A. Shull, General Manager (and or his designee)
City of Los Angeles, Department of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

With Copies to:

Jimmy Newsom, Senior Management Analyst II (and or his designee)
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

The Contractors representative will be:

Jon A. Teberg, Director California
605 West Howard Lane, Suite 101
Austin, TX 78753-9786

Email: jonteb@kompan.com
Website: https:www.kompan.us
Office Telephone (800) 426-9788
Cell Telephone (949)973-1226
Fax Number (512) 867-6225

1.3 Notices

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

If the person designated to receive the notices, demands or communications or if the address of such person is changed, written notice of such changes shall be given, in accordance with the Section, within five (5) working days of the change.

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

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

SECTION 2 – TERMS OF THE AGREEMENT

2.1 Term

The term of this Agreement shall commence on the date of execution and expire July 1, 2022, the expiration date of the Charlotte Contract with CONTRACTOR.

2.2 Extension of Term

Charlotte has two (2), two-year renewal options which if exercised would extend the term of the Charlotte Contract to July 1, 2024, and July 1, 2026, respectively. In the event that Charlotte exercises such options, then the General Manager of RAP may, at his sole discretion, by written amendment to this Agreement, extend the term of this Agreement with CONTRACTOR for two (2) additional two-year extensions with the corresponding terms expiring on July 1, 2024, and July 1, 2026 respectively.

CONTRACTOR also agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17)[v.3] attached hereto and incorporated herein by reference as Appendix C.

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

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

SECTION 3 - SCOPE OF SERVICES

3.1 Services to be provided by CONTRACTOR

Upon receipt from RAP of a Notice to Proceed (NTP) with specified work, the CONTRACTOR has agreed to provide playground and outdoor fitness equipment, site accessories, surfacing and related products and services to RAP on an occasional and as-needed basis on the same terms and conditions as the Charlotte CONTRACT (Contract # 2017001135, attached hereto and incorporated herein by reference as Appendix A).

3.2 Services to Be Provided by CITY

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

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

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

SECTION 4 – COMPENSATION AND INVOICING

4.1 Compensation

CITY will pay CONTRACTOR an amount for services outlined in the NTP for each individual project. The total amount for this CONTRACT will not exceed Four Million Dollars annually, ($4,000,000.00). The Contract amount is an estimate, and RAP does not guarantee that the Contract maximum amount will be reached. The professional service that RAP is requesting shall be on an occasional and as-needed basis and the CITY, by entering into this Contract, guarantees no minimum amount of business or compensation. RAP staff will monitor this not-to-exceed aggregate total.

4.2 Invoicing

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

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

Jimmy Newsom, Senior Management Analyst II
City of Los Angeles, Department of Recreation and Parks
6335 Woodley Ave
Van Nuys, CA 91406

Email: jimmy.newsom@lacity.org
Telephone Number: (818) 756-9294
Fax Number: (818) 908-9786

4.3 Compensation and schedule of payments

The CONTACTOR's invoice will be reviewed and approved for payment by RAP's designated Project Manager (PM). Once signed off by the PM, payment will be processed by RAP'S Accounting Section for payment. RAP may take up to thirty (30) days for payment of invoice properly submitted, unless CONTRACTOR offers a discount for an early processed payment. CITY will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total Contract amount shall not exceed $4,000,000 annually. Discount off catalog pricing applies as per attached sheet (Exhibit 4).

SECTION 5 - NON-EXCLUSIVITY

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

SECTION 6 - RATIFICATION

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

SECTION 7 - INCORPORATION OF DOCUMENTS

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

Appendix A.	CONTRACT # 2017001135 awarded on April 14, 2017 between Charlotte, North Carolina and Kompan Inc. and marketed through Omnia Partners, Public Sector (subsidiaries National IPA and U.S. Communities)
Appendix B.	Written authorization dated October 24, 2019 for RAP to utilize Contract # 2017001135as a participating organization with Omnia Partners, Public Sector (subisdiaries National IPA and U.S. Communities) with participating agency number 5265956.
Appendix C.	Standard Provisions for City Contracts. (REV. 10/17)[v.3]
Appendix D	CITY Compliance Documents completed by Kompan
Exhibit 1	Insurance Contractual Requirements
Exhibit 4	Discount sheet off catalog pricing

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

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

Executed this _____day

of_____, 20___

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____day

of_____, 20___

KOMPAN, INC.

By _____
PRESIDENT signature

_____
PRESIDENT print

By _____
CEO/TREASURER signature

_____
CEO/TRESURER print

Approved as to Form:

Date: _____

Michael N. Feuer
City Attorney

By _____
DEPUTY CITY ATTORNEY
Steven Hong



COMPETITIVE SOLICITATION

BY CITY OF CHARLOTTE, NORTH CAROLINA

FOR

PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP #269-2017-028

January 25, 2017

REQUEST FOR PROPOSALS
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein "City" or "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **MARCH 16, 2017 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Karen Ewing
[Name of Company Submitting Proposal]
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services
RFP # 269-2017-028

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
RFP Project File

Checklist for submitting a Proposal:

Step 1- Read the document fully.

Step 2- If you plan on submitting a Proposal then fax **Form 1 in Section 6** to the number listed on the sheet.

Steps 3- If you have any questions send them before the deadline listed in **Section 3.3**.

If you plan to submit a Proposal you must follow this checklist, and must include everything detailed below.

Proposal Copies - Please provide the specified number for each format

☐ 2 Copies marked "Original" in a sealed, non-transparent envelope that includes the Company name, the RFP number, and identification of the equipment, supply, and/or Services for which the Proposal is submitted.

☐ 10 Copies on flash drive.

Proposal Format - Proposals should be formatted as follows:

Included (Check)	Requirements
	Cover Letter (per Section 5.1.1)
	Executive Summary (per Section 5.1.2)
	Addenda Acknowledgement Form (Section 6, Form 2)
	Proposal Submission Form (Section 6, Form 3)
	Fixed Percentage Discounts (Section 6, Form 4)
	Complete Playground Designs (per Section 6, Form 4)
	MWSBE Utilization (Section 6, Form 5)
	Company's Background Response) Section 6, Form 6)
	References (Section 6, Form 7)
	Non-Discrimination Provision (Section 6, Form 8)
	Environmental Purchasing Responses (Section 6, Form 9)
	U.S. Communities Supplier Worksheet (Section 7)
	U. S. Communities Supplier Information (Section 7)
	U. S. Communities Administration Agreement – Signed, unaltered (Section 7)
	IPEMA Certification (per Section 4.2)
	Proposer's Complete Product & Services Price List (Per Section 4.19)
	ISO 9001 and 14001 Certification (per Section 4.2)
	Exceptions to any part of the RFP (If you take any exceptions to anything in this document, please list it in a category in your Proposal called "Exceptions" and offer an alternative solution).

The above items constitute all that must be included in the Proposal. If awarded a contract, you will be required to provide an insurance certificate that meets or exceeds the requirements set forth in Exhibit A, Section 26.

It is the Company's responsibility to check www.ips.state.nc.us or http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx for any addenda or changes to this Project. Search for RFP # 269-2017-028 to find if any documents or changes have been posted.

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1. U.S. COMMUNITIES OVERVIEW AND REQUIREMENTS

1.1 MASTER AGREEMENT

City of Charlotte (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services (herein "Products and Services").

1.2 OBJECTIVES

A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;

D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

F. Provide Participating Public Agencies with environmentally responsible Products and Services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

Proposers are expected to propose the broadest possible selection of Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing Material, and Related Products and Services that they offer commercially. The intent of this solicitation is to provide Participating Public Agencies with turnkey solutions to meet their various needs. Therefore, the Suppliers should have demonstrated experience in providing and installing the Products and Services as defined in this RFP, including but not limited to the following categories:

1) **Playground Equipment -** A complete listing of all park and Playground Equipment, Outdoor Fitness Equipment (for all ages) including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts available from the Company.

2) **Outdoor Fitness Equipment** – A complete listing of all Outdoor Fitness Equipment for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.

3) **Site Accessories -** A complete listing of all Site Accessories such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related Site Accessories available from the Company.

4) **Surfacing Materials -** A complete listing of all park and playground Surfacing Materials including but not limited to pour in place, rubber tiles, wood fiber, and recycled materials available from the Company.

5) **Related Products** – Additional products such as, water parks, skate parks, dog parks and any other related Products available from the Company.

6) **Services -** The complete listing of Services available from the Supplier such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

1.4 U.S. COMMUNITIES BACKGROUND

U.S. Communities Government Purchasing Alliance (herein "U.S. Communities") assists Participating Public Agencies to reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited Contracts for high quality Products and Services by large and well recognized public agencies (herein "Lead Public Agencies"). The Contracts are provided for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

1.4.1 National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein "National Sponsors").

1.4.2 Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.
Each Advisory Board Member is expected to actively participate in product Proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL
Beaverton School District, OR
City and County of Denver, CO
City of Chicago, IL
City of El Paso, TX
City of Houston, TX
City of Kansas City, MO
City of Los Angeles, CA
City of Ocean City, NJ
City of Seattle, WA
Cobb County, GA
Denver Public Schools, CO
Emory University, GA
Fairfax County, VA
Fresno Unified School District, CA
Great Valley School District, PA
Harford County Public Schools, MD
Hennepin County, MN
Los Angeles County, CA
Maricopa County, AZ
Miami-Dade County, FL
Nassau BOCES, NY
North Carolina State University, NC
Onondaga County, NY
Port of Portland, OR
Prince William County Schools, VA
San Diego Unified School District, CA
State of Iowa, IA
The School District of Collier County

1.4.3 Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities Contracts and suppliers to procure over $2.0 Billion Dollars in Products and Services annually. Each month more than 500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, Contractual disputes, invoicing, and payment.

City of Charlotte, North Carolina is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached in Section 8.

1.4.4 Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is $100 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of Products required to be purchased under the proposed Master Agreement, City of Charlotte and the U.S. Communities Advisory Board Members are committed

to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2015 purchased more than $160 Million Dollars of Products and Services from existing U.S. Communities Contracts.

1.4.5 Marketing Support

U. S. Communities provides marketing support for each Supplier's Products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, email, online and print advertising, social media, articles, and exhibiting and presenting at national and local trade shows.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

1.4.6 Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies. The City of Charlotte reserves the right to award the Contract locally and/or nationally in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the City of Charlotte and Participating Public Agencies as a result of this solicitation.

1.4.7 Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a Contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

SUPPLIER QUALIFICATIONS

1.5 SUPPLIERS

1.5.1 Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, and Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary Contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's Contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that

national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with Companywide authority.

(viii) Where Supplier has an existing Contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing Contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's Contracts offering lower prices.

(A) Supplier holds a state Contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative Contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a Contract with an individual Public Agency. The Public Agency Contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the Contract. Supplier would be required to match the lower pricing under the

Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative Contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the Contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a Contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate Proposals and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other Contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product listings, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive Contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;
(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use

Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or Services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

1.6 U.S. COMMUNITIES ADMINISTRATION AGREEMENT INFORMATION

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities Contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (included in Section Seven) and submit with the supplier's proposal without exception or alteration. Failure to do so will result in disqualification.

New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call	**One Week**
Initial Kick Off Call to discuss expectations	
Set Contract Launch Date & Outline Kick Off Plan	
Establish initial contact people & roles/responsibilities	
Supplier Log-In Credentials established	
Set Agency Webinar Dates	
2. Executed Legal Documents	**One Week**
U.S. Communities Admin Agreement	
Lead Public Agency agreement signed	
3. Program Contact Requirements	**One Week**
Supplier contacts communicated to U.S. Communities Staff	
Dedicated email	
Dedicated toll free number	
4. Second Conference Call	**Two Weeks**
Establish Sales Training Webinar Dates	
Complete Supplier Set Up Form	
Complete User Account and User ID Form	
Identify Dates for Senior Management Meeting	
Review Contract Commitments	
5. Marketing Kick Off Call	**Two Weeks**
Overview of Marketing Requirements	
Establish Timeline for Marketing Deliverables	
Set Weekly Marketing Call	
Discuss Agency Webinar Slides & Set Timeframe for Deliverables	
6. Initial NAM & Staff Training Meetings	**Three Weeks**
Discuss expectations, roles & responsibilities	
Introduce and review web-based tools	
Review process & expectations of Lead Referral contact with NAM & identified LRC	
7. Senior Management Meeting	**Four Weeks**
Implementation Process Progress Report	
U.S. Communities & Vendor Organizational Overview	
Supplier Manager to review & further discuss commitments	
8. Review Top Joint Target Opportunities	**Five Weeks**
Top 10 Local Contracts	
Review top U.S. Communities PPA's	
9. Web Development	
Initiate E-Commerce Conversation	**Two Weeks**
Product Upload to U.S. Communities site	**Five Weeks**
10. Sales Training & Roll Out	
Program Manager briefing - Coordinate with NAM	**Five Weeks**
Initial remote WebEx training for all sales - Coordinate with NAM	**Three Weeks**
Initiate contact with Advisory Board (AB) members	**Six Weeks**
Determine PM & Local Metro teams strategy sessions	**Six Weeks**
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact	**Eight Weeks**
12. Agency Webinars	**Post Launch**

2. INTRODUCTION.

2.1 Objective.

The objective of this RFP is to solicit Proposals that will enable the City and Participating Public Agencies ("PPA") to determine which Company and Proposed Solution will best meet the City's needs for providing the Products and Services as requested in this RFP.

2.2 Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Project.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.
Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user

	manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Evaluation Committee:	Refers to a City and U.S. Communities appointed Committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City and Participating Public Agencies.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
MWSBE Goal:	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one, combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.

Post-Consumer Recycled Material:	Refers to material and by-Products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
Products:	Refers to all Products that the Company agrees to provide to the City as part of its Proposal.
Proposal:	Refers to the proposal submitted by a Company for the Products and Services as outlined in this RFP.
Recyclability:	Refers to Products or materials that can be collected, separated or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For Products that are made of both recyclable and non-recyclable components, the recyclable claim should be adequately qualified to avoid consumer deception about which portions or components are recyclable.
Recycled Material:	Refers to material and by-Products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-Products generated from, and commonly reused within, an original manufacturing process.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.
Small Business Enterprise/SBE:	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
Specifications and Requirements:	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
Subcontracting Goals:	Refers to the SBE, MBE, WBE, and MWSBE Goals established by the City for an RFP and resulting Contract.
Women Business Enterprise (WBE):	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are female; and (c) is headquartered in the Charlotte Combined Statistical Area.

Work Product: Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans and other items developed by the Company in connection with this RFP, and all partial, intermediate or preliminary versions of any of the foregoing.

2.3 Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for delivering such requests to the City's designated representative as directed in this RFP Section 3.3.

2.4 City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

2.4.1 To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, or to cancel this RFP, at any time;

2.4.2 To require any Companies to supplement or clarify its Proposal or provide additional information relating to its Proposals;

2.4.3 To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;

2.4.4 To waive any defect or irregularity in any Proposal received;

2.4.5 To reject any or all Proposals;

2.4.6 To share the Proposals with City employees and contractors in addition to the Evaluation Committee as deemed necessary by the City;

2.4.7 To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;

2.4.8 To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms; and

2.4.9 To terminate discussions and negotiations with any Company at any time and for any reason.

2.5 Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

2.6 Proposal Conditions.

The following terms are applicable to this RFP and the Company's Proposal.

2.6.1 RFP Not An Offer.

This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.

2.6.2 Trade Secrets and Personal Identification Information /Confidentiality.

Upon receipt at the Procurement Management Division, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personal identification information" protected by state or federal law, to include, but not be limited to, social security numbers, bank account numbers, and driver's license numbers ("Personal Identification Information" or "PII"). After the Proposal due date, the Evaluation Committee, other City staff, and members of the general public who submit public records requests may review the Proposal.

The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152 et seq.. If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must be specifically and clearly identified in accordance with this Section 2.6.2.

Any Trade Secrets or PII submitted by a Company must be clearly segregated from the rest of the Proposal. For hard copy Proposals, it must be submitted in a separate, sealed envelope, marked either "Personal Identification Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." For electronic submissions it must also be submitted on a separate CD or flash drive. In both hard copy or electronic format, the confidentiality caption stated above must appear on each page of the Trade Secret or PII materials.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Furthermore, each Company agrees to indemnify and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and

expenses incurred in connection with refusing to disclose any material that the Company has designated as a trade secret. The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret.

2.6.3 Amendments to RFP.
If the City amends this RFP, addenda will be posted to the IPS and Charlotte NC websites at www.ips.state.nc.us, and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx RFP# 269-2017-028. Companies are required to acknowledge receipt of each addendum by including the Addenda Receipt Confirmation Form (Section 6, Form 2) with their Proposals.

2.6.4 Proposal Terms Firm and Irreversible.
The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election.

2.6.5 Proposal Binding for 180 Days.
Section 6, Form 3 contains a statement to the effect that the Proposal is a firm offer for one-hundred-eighty (180) calendar day period from the date of the opening. This statement must be signed by an individual authorized to bind the Company. All prices quoted shall be firm and fixed for the full Contract period. The City shall have the option to accept subject to exception by Contract.

2.6.6 Charlotte Business INClusion Program.
Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program promotes diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at: www.charlottebusinessinclusion.com.

The City is committed to promoting opportunities for maximum participation of certified MWSBEs on City funded contracts at both the Prime and Subcontract level. For MWSBE participation to count towards a Goal, MWSBEs must meet both the certification and geographic requirements as detailed throughout this solicitation and in the CBI Policy.

2.6.7 Subcontracting.
The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors.

2.6.8 Equal Opportunity.
The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and Services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

2.6.9 Use of City's Name.
No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

2.6.10 Withdrawal for Modification of Proposals.
Companies may change or withdraw a previously-submitted Proposal at any time prior to the Proposal due date. Only formal written requests addressed in the same manner as the Proposal and received by the City prior to the Proposal due date will be accepted. The request must be in a sealed envelope that is plainly marked "**Modifications to Proposal**." No oral modifications will be allowed. If the Company complies with this Section, after the Proposal due date, the Proposal, will be withdrawn or corrected in accordance with the written request(s).

2.6.11 No Bribery.
In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

2.6.12 Exceptions to the RFP.
Other than exceptions that are stated in compliance with this Section and Section 5.1.5, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language included in Exhibit A. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including the Sample Contract language included as Exhibit A. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

2.6.13 Fair Trade Certifications.
By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and

- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

2.6.14 Companies' Obligation to Fully Inform Themselves.
Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting Proposals. Failure to do so will be at the Company's own risk.

2.6.15 Environmentally Preferable Purchasing.
The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring Products or Services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Post-Consumer Recycled Material	Biodegradability

Companies able to supply Products or Services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

3 PROCUREMENT PROCESS.

This Section 3 contains information about the procurement process for this Project.

3.1 Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

DATE	EVENT
JANURARY 25, 2017	*Issuance of RFP.* The City issues this RFP.
FEBRUARY 1, 2017	*Request for Proposals Acknowledgement.* Companies that intend to submit a Proposal shall submit the RFP Acknowledgement Form on this date to the email or fax number listed in Section 3.3.
FEBRUARY 3, 2017	*Submission of Written Questions Prior to Pre-Proposal Conference.* Companies are permitted to submit written questions, for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 3.3 by 5:00 p.m.
FEBRUARY 7, 2017	*Non-Mandatory Pre-Proposal Conference* to be held at the location indicated in Section 3.4 at 10:00 a.m.
FEBRUARY 15, 2017	*Submission of Written Questions After the Pre-Proposal Conference.* Questions are due by 5:00 p.m.
MARCH 16, 2017	*Proposal Submission.* Proposals are due by 2:00 p.m. at the Procurement Management Division, CMGC 9th Floor.
MARCH 20, 2017-APRIL 13, 2017	*Evaluation.* The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
MAY 9, 2017	*Contract Award by Charlotte City Council.*
JULY 1, 2017	*Services commence.* Company begins providing the Services.

3.2 Intent to Propose.

Please acknowledge receipt of this RFP via facsimile by **FEBRUARY 1, 2017** using the Request for Proposals Acknowledgement Form located in Section 6, Form 1. Complete the form in its entirety advising the City of your firm's intention to submit or not submit a Proposal. Fax or email a copy of the completed and signed form to the number or email address listed in paragraph 3.3 below, Attention: Karen Ewing. The City strongly encourages Companies to submit this form prior to the Pre-Proposal conference but Companies shall not be precluded from submitting a Proposal if they fail to submit this form.

3.3 Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question in writing to the Procurement Officer at the e-mail address listed below; or (2) ask a question at the Pre-Proposal Conference. Other than these permitted questions, Companies should refrain from contacting City staff prior to the Proposal Due Date. **The City is not bound by any statements, representations or clarifications regarding this RFP other than those provided in writing by the Procurement**

Officer.

Karen Ewing, Deputy Chief Procurement Officer
City of Charlotte
Procurement Management Division
600 East 4th Street, CMGC 9th Floor
Charlotte, NC 28202
RFP # 269-2017-028
Fax: 704-632-8254
E-mail: kewing@charlottenc.gov

When submitting questions, please reference the RFP page and topic number. In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **5:00 p.m. on February 3, 2017**.

After the Pre-Proposal Conference, questions must be submitted in writing by the deadline stated in Section 3.1. In the case of questions not submitted by the deadline, the Procurement Officer will, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the Proposal Due Date. When responding to Service Provider questions or issuing addenda to the RFP, the City will post the answer or information to the Internet at www.ips.state.nc.us, and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx RFP# 269-2017-028. Companies are required to acknowledge their receipt of each addenda by including in the Proposal a completed Addenda Receipt Confirmation Form (Section 6, Form 2).

3.4 Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **FEBRUARY 7, 2017, at 10:00 a.m**. The meeting will be held at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, 2nd Floor Conference Room #280 or via teleconference at 704-432-5488.

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify Karen Ewing in advance of the conference date and time identifying the special accommodations required.

3.5 Submission of Proposals.

Proposals must be in the format specified in Section 5 of this RFP. Ten (10) electronic copy on individual flash drives in a searchable format such as MS Word or Adobe Acrobat and two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer shall be submitted to the address listed in Section 3.3 above by **MARCH 16, 2017 on or before <u>but no later than</u> 2:00 p.m.** The original Proposal and each of the copies shall be complete and unabridged, and shall not refer to any other copy of the signed and sealed original for any references, clarifications, or additional information.

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. **Proposals sent by fax or email will <u>not</u> be accepted.**

Due to security measures at the Charlotte-Mecklenburg Government Center (CMGC), your sealed boxes, including any portions marked as

Confidential/Trade Secret, may be searched and thoroughly inspected prior to admittance. Please allow time for this search to take place and to re-seal the box if delivering your Proposal in person to the CMGC.

Do not arrive at the Procurement Management Division on the Proposal due date for the purposes of reviewing your competitors' Proposals. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved. All Proposals will be time-stamped upon receipt and held in a secure place until opening.

3.6 Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

3.7 Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Company(ies). Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion require one or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

3.8 Proposal Evaluation Criteria.

Proposals will be evaluated based on the Company's ability to meet the performance requirements of this RFP. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Company to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP. The Company's Proposal will be the primary source of information used in the evaluation process. Proposals must contain information specifically related to the proposed Products and Services as requested herein. Failure of any Company to submit information requested may result in the elimination of the Proposal from further evaluation.

Proposals will be assessed to determine the most comprehensive, competitive and best value solution for the City taking into consideration as a minimum response, but not limited to the following criteria:

1. Adherence to all requirements of this RFP.

2. Demonstrated knowledge, background, capacity, and ability to sell, deliver, and support all Products and Services offered and in compliance with the requirements of this RFP.
3. Capability of meeting or exceeding current and future needs and requirements of U.S. Communities and U.S. Communities members.
4. Qualifications and Experience; (including past performances, administration, management capabilities).
5. Range and quality of Products and Services offerings including technological advances, and value added related Services.
6. Proposed Approach and Proposed Solution
7. Proposed Playgrounds per Section 6, Form 4– taking into consideration
   a. Design
   b. Quality
   c. Durability
   d. Play value
   e. ADA Accessibility and Inclusivity
   f. Product warranty
8. Cost effectiveness and Value.
9. Overall ability to perform sales, solutions, and contract support as submitted.
10. Ability to demonstrate Products and Services that meet and/or exceed industry standards accepted by governmental and educational agencies nationally.
11. Financial Qualifications.
12. Company Environmental Initiatives.
13. MWBE, and other factors specified in this Request for Proposals.
14. References.

3.9 Qualifications and Experience
Companies will be evaluated on the background and experience information provided in Section 6, Form 6, and Section 7, Company Worksheet and Company Information for National Program Consideration.

3.10 Project Approach / Proposed Solution.
Companies will be evaluated based upon their understanding, experience and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

3.11 Cost Effectiveness and Value.
Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services.

3.12 MWSBE Subcontractor Utilization.
The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process. For the purposes of this RFP, the City will consider a Company's MWSBE certification and/or MWSBE subcontracting inclusion

efforts. To count towards a Department MWSBE Goal, MWSBE certified Companies and/or their MWSBE subcontractors must meet the following certification criteria prior to Proposal submission:

- Be designated as a City certified SBE; and/or
- Be designated as a City registered MBE or WBE

MWSBE utilization is only one (1) criterion considered in the totality of all criteria listed in this Section 3.

3.13 Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP including the sample contract language provided in Exhibit A. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Sections 2.6.12 and 5.1.5 of this RFP.

3.14 Contract Award by City Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Charlotte City Council for final approval of award. If approved by the Council, the Procurement Management Division will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

3.15 Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

http://charlottenc.gov/vendors

4 SCOPE OF SERVICES.

4.1 General Scope.

The intent of this RFP is to award a Contract(s) to one or more Companies offering and demonstrating the best overall solution that meets or exceeds the requirements of this RFP and future various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services needs of the City and Participating Public Agencies.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Proposer agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.
ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)
Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)
IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.
Each Manufacturer must provide documentation of their respective company's environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.
New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.
Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 Surfacing Material.
Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.
All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

Companies must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

Companies must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

All Companies and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The successful Companies will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made.

Delivery location shall be stated on each purchase order issued by Participating Agencies.

3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.
Successful Companies may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.
Successful Companies may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.
Successful Companies must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.
4.19.1 Companies must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. <u>One (1) firm fixed percentage</u> discount off of a verifiable list price for each category (defined in

Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The successful Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.2 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.3 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.4 Product, Design and Price Comparison.
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
    - Number of ground level components
    - Number of accessible ground level components
    - Number of elevated components
    - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.19.5 Installation.
Proposal responses must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.19.6 Shipping and Delivery.
Companies must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.20 Price Adjustments.
All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Companies may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.21 References.
Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.22 Prevailing Wages.
Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of this RFP.

5 PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. The Proposal will be in the format described in the Checklist included at the front of this RFP (page i).

The City encourages Proposals to be compatible with the City's waste reduction goals and policies. Therefore, it is desired that all responses meet the following requirements:

- All Proposals be printed 8 1/2" x 11" format with all standard text no smaller than eleven (11) points;
- All copies be printed double-sided;
- All copies be printed on recycled paper (at least 30% post-consumer recovered material and at least 30% total recovered material);
- Unless necessary, all Proposal originals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as 3-ring binders, plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Glued materials, paper clips, and staples are acceptable; and
- Materials must be submitted in a format that allows for easy removal and recycling.

Proposals must also include ten (10) flash drives including the entire Proposal in a searchable format such as MS Word or Adobe Acrobat.

5.1.1 Cover Letter.
The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone and facsimile numbers of the Company along with the name, title, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

5.1.2 Executive Summary.
The Company shall submit an executive summary, which outlines its Proposal, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of this Proposal, which make it superior or unique.

5.1.3 Required Forms and Certifications.
To be deemed responsive to this RFP, Companies must complete, in detail, all Proposal Forms included in Section 6, and all certifications requested in Section 4.

5.1.4 U.S. Communities Requirements.
To be deemed responsive to this RFP, Companies must complete, in detail, all requested information in Section 7.

5.1.5 Exceptions to the RFP.
Exceptions must be submitted in accordance with Section 2.6.12 of this RFP. If exceptions are not identified in your Proposal they may not be considered during Contract negotiation and could result in Proposal being rejected from further

consideration. If legal counsel needs to review the Sample City Contract prior to signature, reviews must be completed before your Proposal is submitted.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in Exhibit A ("Sample Terms"). The number and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Accordingly, each Company must state specifically in its Proposal any exceptions to the Sample Terms, or any such exceptions will be waived. Any Company-proposed additional terms or conditions must also be included in the Proposal, and the City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

REQUIRED FORM 1 - RFP ACKNOWLEDGEMENT

Request For Proposal # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The Company hereby certifies receipt of the Request for Proposals for the City of Charlotte, North Carolina RFP #269-2017-028, Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. This form should be completed upon receipt of the City's Request for Proposals and faxed in time for the City to receive it by or before **FEBRUARY 1, 2017**. Failure to submit this form by the designated date shall not preclude the Company from submitting a proposal. Please fax or email the completed Request for Proposals Acknowledgement Form to the attention of:

Karen Ewing
Deputy Chief Procurement Officer
Procurement Management
Fax: 704.632.8254
Email: kewing@charlottenc.gov

Date: _____

Authorized Signature:_____

Title:_____

Company Name:_____

Contact Name: _____

Contact E-mail address: _____

Please check the appropriate space below and provide the requested information:

_____**We plan to attend the Pre-Proposal Conference and plan on submitting a Proposal**

Indicate number of attendees: _____

_____**We do not plan to attend the Pre-Proposal Conference but plan on submitting a Proposal**

Reason:_____

_____**We do not plan to attend the Pre-Proposal Conference and do not plan on submitting a Proposal**

Reason:_____

REQUIRED FORM 2 - ADDENDA RECEIPT CONFIRMATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx.

ADDENDUM #:	DATE ADDENDUM DOWNLOADED:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

_____ _____
(Please Print Name) Date

_____
Authorized Signature

_____
Title

_____
Company Name

REQUIRED FORM 3 - PROPOSAL SUBMISSION FORM

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

This Proposal is submitted by:

Company Name: _____

Representative (printed): _____

Address: _____

_____

City/State/Zip: _____

Email address: _____

Telephone: _____
(Area Code) Telephone Number

Facsimile: _____
(Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and Companies; and has not engaged in or condoned prohibited discrimination. For purposes of this Section, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of *discrimination*.
2. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the bid submitted by the Proposer on this Project and to terminate any contract awarded based on such bid.
3. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such bid.

4. As part of its bid or proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
6. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and re-bid this RFP.
7. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Terms as included herein as Exhibit A. As such, I have elected to do the following:

___ Include exceptions to the sample contract in the following section of my Proposal:_____

___ Not include any exceptions to the Sample Terms.

Representative (signed): _____

REQUIRED FORM 4 - PRICING WORKSHEET

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply for the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	

Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs **(FOR EVALUATION AND PRICE COMPARISON ONLY)**:

   1) 3 dimensional Drawings
   2) Number of kids that can use the playground;
   3) Total number of play components:
      a. Number of ground level components
      b. Number of accessible ground level components
      c. Number of elevated components
      d. Number of accessible elevated components

   4) Play Structure Size
   5) Deck Sizes
   6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
      a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
      b) Design Services
      c) Surfacing
      d) Installation
      e) Any other products or services that is associated with this sample.

   7) Diameter of Uprights
   8) Color options
   9) Minimum time needed from date of design to delivery of equipment
   10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions: 50 ft. x 125 ft.
Budget: $225,000 (must include all design, equipment, and installation costs)
Ages: Separate play area for 2 to 5 years old
Separate play area for 5-12 years old
Design: Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.

- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.
- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:

- Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5" diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

Design 2:

Site Dimensions:	45ft. x 65 ft.
Budget:	$85,000 (must include all design, equipment, and installation costs)
Ages:	5-12 years old
Design:	Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (4) Climbers

- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:
Minimum of 12 inches compacted wood safety surfacing.

Design 3:

Site Dimensions:	30 ft. x 45 ft.
Budget:	$45,000 (must include all design, equipment, and installation costs)
Ages:	13+ years old
Design:	Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:
No Surfacing required.

REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

The City maintains a strong commitment to the inclusion of MWSBEs in the City's contracting and procurement process when there are viable subcontracting opportunities. Companies must submit this form with their proposal outlining any supplies and/or Services to be provided by each City certified SBE, and/or City registered MBE and WBE for the Contract. The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Please indicate if **your company** is any of the following:

____ MBE ____WBE ____SBE ____ None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm's proposal (attach additional sheets if needed):

_____

_____

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

_____

_____

List below all **MWSBEs** that you intend use on this Contract:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #

Representative (signed): _____

_____ _____

Date Representative Name

REQUIRED FORM 6 – COMPANY'S BACKGROUND RESPONSE

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company's legal name	
Company Location (indicate corporate headquarters and location that will be providing the Services).	
How many years has your company been in business? How long has your company been providing the Services as described in Section 4?	
List any projects or Services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	
Provide an overview and history of your company.	
If your company is a subsidiary, identify the number of employees in your company or division and the revenues of proposing company or division.	
Identify any certifications held by your company if you are implementing or reselling another company's Products or Services. Include how long the partnership or certification has been effect.	
Describe your company's complete corporate structure, including any parent companies, subsidiaries, affiliates and other related entities.	
Describe the ownership structure of your company, including any significant or controlling equity holders.	
Explain how your organization ensures that personnel performing the Services are qualified and proficient.	
If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.	

Required form 7 – References
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar Services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

Reference 1	
Company Name	
Contact Name	
Phone Number	
Reference 2	
Company Name	
Contact Name	
Phone Number	
Reference 3	
Company Name	
Contact Name	
Phone Number	
Reference 4	
Company Name	
Contact Name	
Phone Number	
Reference 5	
Company Name	
Contact Name	
Phone Number	

REQUIRED FORM 8 – NON-DISCRIMINATION PROVISION

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

All requests for Bids or Bids issued for City Contracts shall include a certification to be completed by the Bidder or Proposer in substantially the following form:

The undersigned Bidder or Proposer hereby certifies and agrees that the following information is correct:

1. In preparing it's the enclosed Bid or Bid, the Bidder or Proposer has considered all Bids and Bids submitted from qualified, potential subcontractors and Company, and has not engaged in discrimination as defined in **Section 2**.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Bid or Bid submitted with this certification, and terminate any Contract awarded based on such Bid or Bid It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Bidder or Proposer to any remedies allowed thereunder, including possible disqualification from participating in City Contracts or Bid processes for up to two years.
4. As a condition of Contracting with the City, the Bidder or Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of Company and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the Bid or Bid and to any Contract awarded on such Bid or Bid. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance, and shall subject the Bidder or Proposer to any remedies that are allowed thereunder.
5. As part of its Bid, or Proposal, the Bidder or Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Bidder or Proposer in a legal or administrative proceeding alleging that Bidder or Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a Bid to the City, the Bidder or Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in **Section 2**, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

NAME OF COMPANY: _____

BY: _____ TITLE: _____

SIGNATURE OF AUTHORIZED OFFICIAL: _____

DATE: _____

COMPANY WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
YES____ NO____

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
YES____ *NO____
(*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
YES____ *NO____
(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:
_____ Sales between $0 and $25,000,000
_____ Sales between $25,000,001 and $50,000,000
_____ Sales between $50,000,001 and $100,000,000
_____ Sales greater than $100,000,001

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
YES____ NO____

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
YES____ NO____

G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
YES____ NO____

H. Will your company commit to the following program implementation schedule?
YES____ NO____

I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES____ NO_____

Submitted by:

(Printed Name) *(Signature)*

(Title) *(Date)*

SUPPLIER INFORMATION

Please respond to the following requests for information about your Company:

National Commitments

1. Proposer shall provide a written narrative of your understanding and acceptance of the Company Qualifications Commitments in Section 1.5.

Company

1. Provide the total number and location of sales persons employed by your Company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

2. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
3. Provide the Company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	**2014 Sales**	**2015 Sales**	**2016 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

4. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2013, 2014, AND 2015			
Segment	**2014 Sales**	**2015 Sales**	**2016 Sales**
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. Provide a list of your Company's ten largest public agency customers, including contact information.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.

2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.

3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

4. Provide the number and location of support centers (if applicable).

5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

    a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.

    b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as

defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's sales and marketing plan for marketing the Products to eligible agencies nationwide.

2. Explain how your company will educate its national sales force about the Master Agreement.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in Section One, New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.

2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

Role	Description of Role	Person Responsible	Time Commitment (%)
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		

Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.

4. Submit the a bio for each of the below personnel:

   a. The person your company proposes to serve as the National Accounts Manager,

   b. Each person that will be dedicated full time to U.S. Communities account management, and

   c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Section Five of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.

2. State your normal delivery time (in days) and any options for expediting delivery.

3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?

4. State restocking fees and procedures for returning products.

5. Specify guaranteed fill rate by product category specified in Section Five.

6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.

7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure that latest products, standards and technology for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Parts and Services.

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state;

2. Identify your company's bonding capacity on a national basis (if applicable);

3. List the states where the bidder is licensed to do business (if applicable);

4. List the states where the bidder or sub-contractor is licensed to do business (if applicable);

5. List the state construction licenses held, either directly by the bidder or a by a qualified distributor that has been actively and continuously involved with manufacturer (if applicable);

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:

    a. In what formats do you accept orders (telephone, ecommerce, etc.)?

    b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

3. Describe your company's ecommerce capabilities:

    a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).

    b. Provide detail on where your company has integrated with a pubic agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.

5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company's environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.

2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.

3. Pease indicate if you have any products in your offering that have any third-party environmental certifications.

4. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT ("Agreement") is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE ("U.S. Communities") and _____ ("Supplier").

RECITALS

WHEREAS, _____("Lead Public Agency") has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the "Master Agreement") for the purchase of _____ (the "Products and Services");

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a "Public Agency" and collectively, "Public Agencies") may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a "Participating Public Agency";

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, "U.S. Communities Government Purchasing Alliance" is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier's obligation to provide insurance and indemnifications to Lead Public Agency.

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) Marketing. U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), National Association of Counties (NACo), United States Conference of Mayors (USCM), and the Association of School Business Officials (ASBO) (collectively, the "Founding Co-Sponsors") and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshows and other marketing activity such as advertising, articles and promotional campaigns.

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments" and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) **Corporate Commitment**.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating

Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment**.

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) Contracts Offering Lower Prices. If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be

required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) Deviating Buying Patterns. Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment**. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master

Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment**. Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) Supplier Sales. Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

(1) U.S. Communities standard logo with Founding Co-Sponsors logos;
(2) Copy of original procurement solicitation;

(3) Copy of Master Agreement including any amendments;
(4) Summary of Products and Services pricing;
(5) Electronic link to U.S. Communities' online registration page; and
(6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable

attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Pub made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

(i) Supplier's Product Number
(ii) Product Description
(iii) Manufacturer Name
(iv) Manufacturer Number
(v) Unit of Measure
(vi) U.S. Communities Price
(vii) Number of times ordered
(viii) Units sold
(ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:
U.S. Communities
9711 Washingtonian Blvd., Suite 100
Gaithersburg, MD 20878-7381
Attn: Program Manager Administration

Supplier:
_____
_____
_____
_____
Attn: U.S. Communities Program Manager

6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[*Remainder of Page Intentionally Left Blank – Signatures Follow*]

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

_____

By _____

Name: _____

Title: _____

ATTACHMENT A

MASTER AGREEMENT

(Lead Public Agency Master Agreement/Contract to be attached at time of award.)

ATTACHMENT B

SALES REPORT FORMAT

Appendix B - US (Data Format)

Sales Report Template

TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	160	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1525.50
956000222	160	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2012	2	5	1603.64
956000735	160	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	1625.05
956000735	160	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2012	2	5	45090.79
066002010	160	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St.	GROTON	CT	06340	20	2012	2	5	318.00
066001854	160	328NA0001051	GROTON CITY OF	Administration	123 A St.	GROTON	CT	06340	20	2012	2	5	212.00

SALES REPORT DATA FORMAT

Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Optional	Text	25 max	Depends on supplier account no.	
Agency Name	Yes	Text	255 max	Los Angeles County	
Dept Name	Optional	Text	255 max	Purchasing Dept	
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no $ sign or commas

Agency Type Table

Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

U.S. COMMUNITIES ADDITIONAL PROVISIONS

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.

2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.

3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.

4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services.

5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the

Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.

7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.

8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.

9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.

10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Washington

AgencyName	State
Malama Honua Public Charter School	HI
ST JOHN THE BAPTIST	HI
Waimanalo Elementary and Intermediate School	HI
Kailua High School	HI
PACIFIC BUDDHIST ACADEMY	HI
HAWAII TECHNOLOGY ACADEMY	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI
MARYKNOLL SCHOOL	HI
ISLAND SCHOOL	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI
KE KULA O S. M. KAMAKAU	HI
KAMEHAMEHA SCHOOLS	HI
HANAHAU`OLI SCHOOL	HI
KIHEI CHARTER SCHOOL	HI
EMMANUAL LUTHERAN SCHOOL	HI
School Lunch Program	HI
Ewa Makai Middle School	HI
Our Savior Lutheran School	HI
BOARD OF WATER SUPPLY	HI
MAUI COUNTY COUNCIL	HI
Kauai County Council	HI
Honolulu Fire Department	HI
COUNTY OF MAUI	HI
Lanai Community Health Center	HI
Maui High Band Booster Club	HI
Tri-Isle Resource Conservation and Development District	HI
Kumulani Chapel	HI
Chamber of Commerce Hawaii	HI
Naalehu Assembly of God	HI
outrigger canoe club	HI
One Kalakaua	HI
Native Hawaiian Hospitality Association	HI
St. Theresa School	HI
Hawaii Peace and Justice	HI
Kauai Youth Basketball Association	HI
NA HALE O MAUI	HI
LEEWARD HABITAT FOR HUMANITY	HI
WAIANAE COMMUNITY OUTREACH	HI
NA LEI ALOHA FOUNDATION	HI
HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	HI
BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
UNIVERSITY OF HAWAII FEDERAL CREDIT UNION	HI

LANAKILA REHABILITATION CENTER INC.	HI
POLYNESIAN CULTURAL CENTER	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI
BISHOP MUSEUM	HI
ALOCHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI
MAUI ECONOMIC DEVELOPMENT BOARD	HI
NETWORK ENTERPRISES, INC.	HI
HONOLULU HABITAT FOR HUMANITY	HI
ALOHACARE	HI
ORI ANUENUE HALE, INC.	HI
IUPAT, DISTRICT COUNCIL 50	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI
HAROLD K.L. CASTLE FOUNDATION	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI
EAH, INC.	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI
HABITAT FOR HUMANITY MAUI	HI
W. M. KECK OBSERVATORY	HI
HAWAII EMPLOYERS COUNCIL	HI
HAWAII STATE FCU	HI
MAUI COUNTY FCU	HI
PUNAHOU SCHOOL	HI
YMCA OF HONOLULU	HI
EASTER SEALS HAWAII	HI
AMERICAN LUNG ASSOCIATION	HI
Pohaha I Ka Lani	HI
Hawaii Area Committee	HI
Tri-Isle RC&D	HI
Lanai Federal Credit Union	HI
Aloha United Way	HI
Kipuka o Ke Ola	HI
READ TO ME INTERNATIONAL FOUNDATION	HI
MAUI FAMILY YMCA	HI
WAILUKU FEDERAL CREDIT UNION	HI
ST. THERESA CHURCH	HI
HALE MAHAOLU	HI
West Maui Community Federal Credit Union	HI
Hawaii Island Humane Society	HI
Western Pacific Fisheries Council	HI
Kama'aina Care Inc	HI
International Archaeological Research Institute, Inc.	HI
Community Empowerment Resources	HI
Tutu and Me Traveling Preschool	HI
First United Methodist Church	HI
United Chinese Society	HI
Haggai Institue	HI
AOAO Royal Capitol Plaza	HI
Kumpang Lanai	HI
Child and Family Service	HI
MARINE SURF WAIKIKI, INC.	HI
Hawaii Health Connector	HI
Hawaii Carpenters Market Recovery Program Fund	HI
Puu Heleakala Community Association	HI
Saint Louis School	HI
Kailua Racquet Club, Ltd.	HI
Homewise Inc.	HI
Hawaii Baptist Academy	HI
Kroc Center Hawaii	HI
Kupu	HI
University of the Nations	HI
ARGOSY UNIVERSITY	HI
HAWAII PACIFIC UNIVERSITY	HI
UNIVERSITY OF HAWAII AT MANOA	HI
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII	HI
BRIGHAM YOUNG UNIVERSITY	HI

- HAWAII	
University Clinical Research and Association	HI
CHAMINADE UNIVERSITY OF HONOLULU	HI
Ricoh	HI
ROMAN CATHOLIC CHURCH IN THE STATE OF HAWAII	HI
Hawaii Information Consortium	HI
Leeward Community Church	HI
E Malama In Keiki O Lanai	HI
Keawala'i Congregational Church	HI
Lanai Community Hospital	HI
Angels at Play Preschool & Kindergarten	HI
Queen Emma Gardens AOAO	HI
FAMILY SUPPORT SERVICES OF WEST HAWAII	HI
Honolulu Community College	HI
COLLEGE OF THE MARSHALL ISLANDS	HI
DOT Airports Division Hilo International Airport	HI
Judiciary - State of Hawaii	HI
ADMIN. SERVICES OFFICE	HI
SOH- JUDICIARY CONTRACTS AND PURCH	HI
STATE DEPARTMENT OF DEFENSE	HI
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY	HI
HAWAII HEALTH SYSTEMS CORPORATION	HI
HAWAII AGRICULTURE RESEARCH CENTER	HI
STATE OF HAWAII	HI
Third Judicial Circuit - State of Hawaii	HI
State of Hawaii Department of Transportation	HI
Office of the Governor	HI
State of Hawaii-Department of Health-Disability & Communication Access	HI
CITY AND COUNTY OF HONOLULU	HI
Lanai Youth Center	HI
Silver Dolphin Bistro	HI
Commander, Navy Region Hawaii	HI
US Navy	HI
Defense Information System Agency	HI
84th Engineer Battalion	HI
Department of Veterans Affairs	HI
Central School District 13J (Polk County, Oregon)	OR
Milton-Freewater Unified School District No 7	OR
Scappoose Adventist School	OR
Ontario School District 8C	OR
Trillium Charter School	OR
Echo School District	OR
Warrenton Hammond School	OR
Immanuel Lutheran School	OR
Columbia Academy	OR
VALLEY CATHOLIC SCHL	OR
CROOK COUNTY SCHOOL DISTRICT	OR
CORBETT SCHL DIST #39	OR
Trinity Lutheran Church and School	OR
Bethel School District #52	OR
OREGON CITY PUBLIC SCHL	OR
Ppmc Education Committee	OR
Stayton Christian School	OR
South Columbia Family School	OR
Sunrise Preschool	OR
St. Therese Parish/School	OR
PINE-EAGLE SCHOOL DISTRICT 061	OR
Portland YouthBuilders	OR
Wallowa County ESD	OR
Fern Ridge School District 28J	OR
Knova Learning	OR
New Horizon Christian School	OR
MOLALLA RIVER ACADEMY	OR

HIGH DESERT EDUCATION SERVICE DISTRICT	OR
St. Luke Catholic School	OR
SOUTHWEST CHARTER SCHOOL	OR
WHITEAKER MONTESSORI SCHOOL	OR
CASCADES ACADEMY OF CENTRAL OREGON	OR
NEAH-KAH-NIE DISTRICT NO.56	OR
INTER MOUNTAIN ESD	OR
STANFIELD SCHOOL DISTRICT	OR
LA GRANDE SCHOOL DISTRICT	OR
CASCADE SCHOOL DISTRICT	OR
DUFUR SCHOOL DISTRICT NO.29	OR
hillsboro school district	OR
GASTON SCHOOL DISTRICT 511J	OR
BEAVERTON SCHOOL DISTRICT	OR
COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
WILLAMINA SCHOOL DISTRICT	OR
MCMINNVILLE SCHOOL DISTRICT NO.40	OR
Sheridan School District 48J	OR
THE CATLIN GABEL SCHOOL	OR
NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
CENTRAL CATHOLIC HIGH SCHOOL	OR
CANYONVILLE CHRISTIAN ACADEMY	OR
OUR LADY OF THE LAKE SCHOOL	OR
NYSSA SCHOOL DISTRICT NO. 26	OR
ARLINGTON SCHOOL DISTRICT NO. 3	OR
LIVINGSTONE ADVENTIST ACADEMY	OR
Santiam Canyon SD 129J	OR
WEST HILLS COMMUNITY CHURCH	OR
BANKS SCHOOL DISTRICT	OR
WILLAMETTE EDUCATION SERVICE DISTRICT	OR
BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD	OR
HARNEY EDUCATION SERVICE DISTRICT	OR
GREATER ALBANY PUBLIC SCHOOL DISTRICT	OR
LAKE OSWEGO SCHOOL DISTRICT 7J	OR
SOUTHERN OREGON EDUCATION SERVICE DISTRICT	OR
SILVER FALLS SCHOOL DISTRICT	OR
St Helens School District	OR
DAYTON SCHOOL DISTRICT NO.8	OR
Amity School District 4-J	OR
SCAPPOOSE SCHOOL DISTRICT 1J	OR
REEDSPORT SCHOOL DISTRICT	OR
FOREST GROVE SCHOOL DISTRICT	OR
DAVID DOUGLAS SCHOOL DISTRICT	OR
LOWELL SCHOOL DISTRICT NO.71	OR
TIGARD-TUALATIN SCHOOL DISTRICT	OR
SHERWOOD SCHOOL DISTRICT 88J	OR
RAINIER SCHOOL DISTRICT	OR
NORTH CLACKAMAS SCHOOL DISTRICT	OR
MONROE SCHOOL DISTRICT NO.1J	OR
CHILDPEACE MONTESSORI	OR
HEAD START OF LANE COUNTY	OR
HARNEY COUNTY SCHOOL DIST. NO.3	OR
NESTUCCA VALLEY SCHOOL DISTRICT NO.101	OR
ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL	OR
LEBANON COMMUNITY SCHOOLS NO.9	OR
MT.SCOTT LEARNING CENTERS	OR
SEVEN PEAKS SCHOOL	OR

DE LA SALLE N CATHOLIC HS	OR
MULTISENSORY LEARNING ACADEMY	OR
MITCH CHARTER SCHOOL	OR
REALMS CHARTER SCHOOL	OR
BAKER SCHOOL DISTRICT 5-J	OR
PHILOMATH SCHOOL DISTRICT	OR
CLACKAMAS EDUCATION SERVICE DISTRICT	OR
CANBY SCHOOL DISTRICT	OR
OREGON TRAIL SCHOOL DISTRICT NO.46	OR
WEST LINN WILSONVILLE SCHOOL DISTRICT	OR
MOLALLA RIVER SCHOOL DISTRICT NO.35	OR
ESTACADA SCHOOL DISTRICT NO.108	OR
GLADSTONE SCHOOL DISTRICT	OR
ASTORIA SCHOOL DISTRICT 1C	OR
SEASIDE SCHOOL DISTRICT 10	OR
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	OR
VERNONIA SCHOOL DISTRICT 47J	OR
SOUTH COAST EDUCATION SERVICE DISTRICT	OR
COOS BAY SCHOOL DISTRICT NO.9	OR
COOS BAY SCHOOL DISTRICT	OR
NORTH BEND SCHOOL DISTRICT 13	OR
COQUILLE SCHOOL DISTRICT 8	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR
BANDON SCHOOL DISTRICT	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR
REDMOND SCHOOL DISTRICT	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR
ROSEBURG PUBLIC SCHOOLS	OR
GLIDE SCHOOL DISTRICT NO.12	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR
YONCALLA SCHOOL DISTRICT NO.32	OR
ELKTON SCHOOL DISTRICT NO.34	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR
JACKSON CO SCHOOL DIST NO.9	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR
MEDFORD SCHOOL DISTRICT 549C	OR
CULVER SCHOOL DISTRICT NO.	OR
JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
GRANTS PASS SCHOOL DISTRICT 7	OR
LOST RIVER JR/SR HIGH SCHOOL	OR
KLAMATH FALLS CITY SCHOOLS	OR
LANE COUNTY SCHOOL DISTRICT 4J	OR
SPRINGFIELD SCHOOL DISTRICT NO.19	OR
CRESWELL SCHOOL DISTRICT	OR
SOUTH LANE SCHOOL DISTRICT 45J3	OR
LANE COUNTY SCHOOL DISTRICT 69	OR
SIUSLAW SCHOOL DISTRICT	OR
SWEET HOME SCHOOL DISTRICT NO.55	OR
LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
ONTARIO MIDDLE SCHOOL	OR
GERVAIS SCHOOL DIST. #1	OR
NORTH SANTIAM SCHOOL DISTRICT 29J	OR

JEFFERSON SCHOOL DISTRICT	OR
SALEM-KEIZER PUBLIC SCHOOLS	OR
MT. ANGEL SCHOOL DISTRICT NO.91	OR
MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
MORROW COUNTY SCHOOL DISTRICT	OR
MULTNOMAH EDUCATION SERVICE DISTRICT	OR
GRESHAM-BARLOW SCHOOL DISTRICT	OR
DALLAS SCHOOL DISTRICT NO. 2	OR
CENTRAL SCHOOL DISTRICT 13J	OR
St. Mary Catholic School	OR
CROSSROADS CHRISTIAN SCHOOL	OR
ST. ANTHONY SCHOOL	OR
Pedee School	OR
HERITAGE CHRISTIAN SCHOOL	OR
BEND-LA PINE SCHOOL DISTRICT	OR
GLENDALE SCHOOL DISTRICT	OR
LINCOLN COUNTY SCHOOL DISTRICT	OR
PORTLAND PUBLIC SCHOOLS	OR
REYNOLDS SCHOOL DISTRICT	OR
CENTENNIAL SCHOOL DISTRICT	OR
NOBEL LEARNING COMMUNITIES	OR
St. Stephen's Academy	OR
McMinnville Adventist Christian School	OR
Salem-Keizer 24J	OR
McKay High School	OR
Pine Eagle Charter School	OR
Waldo Middle School	OR
OAKLAND SCHOOL DISTRICT 001	OR
hermiston school district	OR
Clear Creek Middle School	OR
Marist High School	OR
Victory Academy	OR
Vale School District No. 84	OR
St. Mary School	OR
Junction City High School	OR
Three Rivers School District	OR
Fern Ridge School District	OR
JESUIT HIGH SCHL EXEC OFC	OR
LASALLE HIGH SCHOOL	OR
Southwest Christian School	OR
Willamette Christian School	OR
Westside Christian High School	OR
CS LEWIS ACADEMY	OR
Portland America School	OR
Forest Hills Lutheran School	OR
Mosier Community School	OR
Koreducators Lep High	OR
Warrenton Hammond School District	OR
Sutherlin School District	OR
Malheur Elementary School District	OR
Ontario School District	OR
Parkrose School District 3	OR
Riverdale School District 51J	OR
Tillamook School District	OR
Madeleine School	OR
Union School District	OR
Helix School District	OR
Riddle School District	OR
Ashbrook Independent School	OR
Molalla River School District	OR
Corvallis School District 509J	OR
Falls City School District #57	OR
Portland Christian Schools	OR
LUCKIAMUTE VALLEY CHARTER SCHOOLS	OR
Insight School of Oregon Painted Hills	OR
Deer Creek Elementary School	OR
Yamhill Carlton School District	OR
COLTON SCHL DIST 53	OR
HARRISBURG SCHL DIST	OR
CENTRAL CURRY SCHL DIST#1	OR
BNAI BRITH CAMP	OR
OREGON FOOD BANK	OR

HOSANNA CHRISTIAN SCHL	OR
ABIQUA SCHL	OR
Salem keizar school district	OR
Scio High School	OR
Athena Weston School District 29RJ	OR
Butte Falls School District	OR
Bend International School	OR
Imbler School District #11	OR
monument school	OR
PENDLETON SCHOOL DISTRICT #16R	OR
Ohara Catholic School	OR
MARCOLA SCHOOL DISTRICT 079J	OR
LINN-BENTON-LINCOLN ESD	OR
Reynolds High School	OR
St. Paul School District	OR
Sabin-Schellenberg Technical Center	OR
St Paul Parish School	OR
Joseph School District	OR
EagleRidge High School	OR
Grant Community School	OR
Hope chinese charter	OR
Northwest Academy	OR
Sunny Wolf Charter School	OR
MCKENZIE SCHOOL DISTRICT 068	OR
L'Etoiile French Immersion School	OR
LA GRANDE SCHOOL DISTRICT 001	OR
FOSSIL SCHOOL DISTRICT 21J	OR
Marist Catholic High School	OR
Springfield Public Schools	OR
Elgin school dist.	OR
PLEASANT HILL SCH DIST #1	OR
Ukiah School District 80R	OR
Lake Oswego Montessori School	OR
North Powder Charter School	OR
Siletz Valley School	OR
French American School	OR
Mastery Learning Institute	OR
North Lake School District 14	OR
Early College High School	OR
GILLIAM COUNTY OREGON	OR
UMATILLA COUNTY, OREGON	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR
MULTNOMAH LAW LIBRARY	OR
clackamas county	OR
CLATSOP COUNTY	OR
COLUMBIA COUNTY, OREGON	OR
coos county	OR
CROOK COUNTY ROAD DEPARTMENT	OR
CURRY COUNTY OREGON	OR
DESCHUTES COUNTY	OR
GILLIAM COUNTY	OR
GRANT COUNTY, OREGON	OR
HARNEY COUNTY SHERIFFS OFFICE	OR
HOOD RIVER COUNTY	OR
jackson county	OR
josephine county	OR
klamath county	OR
LANE COUNTY	OR
LINN COUNTY	OR
MARION COUNTY , SALEM, OREGON	OR
MULTNOMAH COUNTY	OR
SHERMAN COUNTY	OR
WASCO COUNTY	OR
YAMHILL COUNTY	OR
WALLOWA COUNTY	OR
ASSOCIATION OF OREGON COUNTIES	OR
NAMI LANE COUNTY	OR
BENTON COUNTY	OR
DOUGLAS COUNTY	OR
JEFFERSON COUNTY	OR
LAKE COUNTY	OR
LINCOLN COUNTY	OR
POLK COUNTY	OR
UNION COUNTY	OR
WASHINGTON COUNTY	OR
MORROW COUNTY	OR
Mckenzie Personnel Services	OR

Washington County Facilities & Park Services	OR
Multnomah County Department of Community Justice	OR
NORCOR Juvenile Detention	OR
Tillamook County Estuary	OR
Job Council	OR
BAKER CNTY GOVT	OR
TILLAMOOK CNTY	OR
Multnomah County Dept of County Assets	OR
Wheeler County	OR
Clackamas County Service District # 1/Tri-City Service District	OR
Resource Connections of Oregon	OR
Lane County Sheriff's Office	OR
Clatsop County Sheriff's Office	OR
Harney County Community Corrections	OR
Grant County Economic Developement	OR
Clackamas County Juvenile Dept	OR
Columbia Basin Care Facility	OR
City of Seaside Police Department	OR
Tamarack Aquatic Center	OR
Seven Feathers Casino	OR
Oliver P Lent PTA	OR
Willamette Valley Rehab Center	OR
St Paul Baptist Church	OR
Long Tom Watershed Council	OR
San Martin Deporres Catholic Church	OR
Portland Parks Foundation	OR
Sweet Home United Methodist Church	OR
Cedar Hills Baptist Church	OR
Good Samaritan Ministries	OR
Unitarian Universalist Church in Eugene	OR
Emmanuel Bible Church	OR
Portland Community Media	OR
La Pine Chamber of Commerce	OR
Stone Creek Christian Church	OR
Rogue Valley Youth Football	OR
Bend Elks Lodge 1371	OR
Friendly House, Inc.	OR
Klamath Siskiyou Wildlands Center	OR
Grants Pass Seventh-day Adventist Church	OR
Corvallis Waldorf School	OR
Farmworkers Housing Development Corporation	OR
World Forestry Center	OR
Adapt	OR
Kid Time	OR
Oregon Farm Bureau	OR
Mt Emily Safe Center	OR
Salem First Presbyterian Church	OR
Rolling Hills Baptist Church	OR
Baker Elks	OR
Gates Community Church of Christ	OR
PIP Corps LLC	OR
Turtle Ridge Wildlife Center	OR
Grande Ronde Model Watershed Foundation	OR
Western Environmental Law Center	OR
Oregon District 7 Little League	OR
Mercy Flights, Inc.	OR
Metropolitan Contractor Improvement Partnership	OR
The Christian Church of Hillsboro Oregonb	OR
Congregation Neveh Shalom	OR
My Fathers House	OR
Step Forward Activities Inc	OR
HHoly Trinity Greek Orthodox Cathedral	OR
MECOP Inc.	OR
Workforce Northwest Inc	OR
Lane Arts Council	OR
Building Healthy Family	OR
Intergral Youth Services	OR
Children Center At Trinity	OR
Beaverton Christians Church	OR
Oregon Humanities	OR
St. Pius X School	OR

Community Connection of Northeast Oregon, Inc.	OR
St Mark Presbyterian Church	OR
Living Opportunities, Inc.	OR
Coos Art Museum	OR
OETC	OR
Blanchet House of Hospitality	OR
Garten Services Inc	OR
Incite Incorporated	OR
Merchants Exchange of Portland, Oregon	OR
Coalition for a Livable Future	OR
West Salem United Methodist	OR
Central Oregon Visitors Association	OR
Soroptimist International of Gold Beach, OR	OR
Real Life Christian Church	OR
Dayton Christian Church	OR
Delphian School	OR
AVON	OR
EPUD-Emerald People's Utility District	OR
Human Solutions, Inc.	OR
The Wallace Medical Concern	OR
Boys & Girls Club of Salem, Marion & Polk Counties	OR
The Ross Ragland Theater and Cultural Center	OR
Cascade Health Solutions	OR
Umpqua Community Health Center	OR
ALZHEIMERS NETWORK OF OREGON	OR
NATIONAL WILD TURKEY FEDERATION	OR
TILLAMOOK ESTUARIES PARTNERSHIP	OR
LIFEWORKS NW	OR
Independent Development Enterprise Alliance	OR
MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	OR
HALFWAY HOUSE SERVICES, INC.	OR
REDMOND PROFICIENCY ACADEMY	OR
OHSU FOUNDATION	OR
SHELTERCARE	OR
PRINGLE CREEK SUSTAINABLE LIVING CENTER	OR
PACIFIC INSTITUTES FOR RESEARCH	OR
Mental Health for Children, Inc.	OR
The Dreaming Zebra Foundation	OR
LAUREL HILL CENTER	OR
THE OREGON COMMUNITY FOUNDATION	OR
OCHIN	OR
WE CARE OREGON	OR
SE WORKS	OR
ENTERPRISE FOR EMPLOYMENT AND EDUCATION	OR
OMNIMEDIX INSTITUTE	OR
PORTLAND BUSINESS ALLIANCE	OR
GATEWAY TO COLLEGE NATIONAL NETWORK	OR
FOUNDATIONS FOR A BETTER OREGON	OR
GOAL ONE COALITION	OR
ATHENA LIBRARY FRIENDS ASSOCIATION	OR
Coastal Family Health Center	OR
CENTER FOR COMMUNITY CHANGE	OR
STAND FOR CHILDREN	OR
ST. VINCENT DEPAUL OF LANE COUNTY	OR
EAST SIDE FOURSQUARE CHURCH	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR
InventSuccess	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR
The Blosser Center for Dyslexia Resources	OR
MOSAIC CHURCH	OR

HOUSING AUTHORITY OF LINCOLN COUNTY	OR
RENEWABLE NORTHWEST PROJECT	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR
CONSERVATION BIOLOGY INSTITUTE	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR
OREGON EDUCATION ASSOCIATION	OR
HEARING AND SPEECH INSTITUTE INC	OR
SALEM ELECTRIC	OR
MORRISON CHILD AND FAMILY SERVICES	OR
JUNIOR ACHIEVEMENT	OR
CENTRAL BIBLE CHURCH	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR
TRILLIUM FAMILY SERVICES, INC.	OR
YWCA SALEM	OR
PORTLAND ART MUSEUM	OR
SAINT JAMES CATHOLIC CHURCH	OR
SOUTHERN OREGON HUMANE SOCIETY	OR
VOLUNTEERS OF AMERICA OREGON	OR
CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
METROPOLITAN FAMILY SERVICE	OR
OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
FIRST UNITARIAN CHURCH	OR
ST. ANTHONY CHURCH	OR
Good Shepherd Medical Center	OR
Salem Academy	OR
GEN CONF OF SDA CHURCH WESTERN OR	OR
PORTLAND ADVENTIST ACADEMY	OR
ST VINCENT DE PAUL	OR
OUTSIDE IN	OR
UNITED CEREBRAL PALSY OF OR AND SW WA	OR
WILLAMETTE VIEW INC.	OR
PORTLAND HABILITATION CENTER, INC.	OR
OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
ROSE VILLA, INC.	OR
NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
ROGUE FEDERAL CREDIT UNION	OR
Oregon Research Institute	OR
WILLAMETTE LUTHERAN HOMES, INC	OR
LANE MEMORIAL BLOOD BANK	OR
PORTLAND JEWISH ACADEMY	OR
LANECO FEDERAL CREDIT UNION	OR
GRANT PARK CHURCH	OR
ST. MARYS OF MEDFORD, INC.	OR
US CONFERENCE OF MENONNITE BRETHREN CHURCHES	OR
FAITHFUL SAVIOR MINISTRIES	OR
OREGON CITY CHURCH OF THE NAZARENE	OR
OREGON COAST COMMUNITY	OR

ACTION	
EDUCATION NORTHWEST	OR
COMMUNITY ACTION TEAM, INC.	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR
SPARC ENTERPRISES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR
SALEM ALLIANCE CHURCH	OR
Lane Council of Governments	OR
FORD FAMILY FOUNDATION	OR
TRAILS CLUB	OR
NEWBERG FRIENDS CHURCH	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR
CITY BIBLE CHURCH	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR
PORTLAND WOMENS CRISIS LINE	OR
THE SALVATION ARMY - CASCADE DIVISION	OR
WILLAMETTE FAMILY	OR
WHITE BIRD CLINIC	OR
GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
HOUSING NORTHWEST	OR
OREGON ENVIRONMENTAL COUNCIL	OR
MEALS ON WHEELS PEOPLE, INC.	OR
FAITH CENTER	OR
Bob Belloni Ranch, Inc.	OR
GOOD SHEPHERD COMMUNITIES	OR
SACRED HEART CATHOLIC DAUGHTERS	OR
HELP NOW! ADVOCACY CENTER	OR
TENAS ILLAHEE CHILDCARE CENTER	OR
SUNRISE ENTERPRISES	OR
LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SERENITY LANE	OR
EAST HILL CHURCH	OR
LA GRANDE UNITED METHODIST CHURCH	OR
COAST REHABILITATION SERVICES	OR
Edwards Center Inc	OR
ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
NEW HOPE COMMUNITY CHURCH	OR
KLAMATH HOUSING AUTHORITY	OR
QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
SPONSORS, INC.	OR
COLUMBIA COMMUNITY MENTAL HEALTH	OR
ADDICTIONS RECOVERY CENTER, INC	OR
METRO HOME SAFETY REPAIR PROGRAM	OR
OREGON SUPPORTED LIVING PROGRAM	OR
SOUTH COAST HOSPICE, INC.	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR
The International School	OR
REBUILDING TOGETHER - PORTLAND INC.	OR
PENDLETON ACADEMIES	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR
DOGS FOR THE DEAF, INC.	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR

EMMAUS CHRISTIAN SCHOOL	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR
SAINT CATHERINE OF SIENA CHURCH	OR
PORT CITY DEVELOPMENT CENTER	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR
CENTRAL CITY CONCERN	OR
CANBY FOURSQUARE CHURCH	OR
EMERALD PUD	OR
VERMONT HILLS FAMILY LIFE CENTER	OR
BENTON HOSPICE SERVICE	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR
COMMUNITY CANCER CENTER	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR
WILD SALMON CENTER	OR
BROAD BASE PROGRAMS INC.	OR
SUNNYSIDE FOURSQUARE CHURCH	OR
TRAINING EMPLOYMENT CONSORTIUM	OR
RELEVANT LIFE CHURCH	OR
211INFO	OR
SONRISE CHURCH	OR
LIVING WAY FELLOWSHIP	OR
Women's Safety & Resource Center	OR
SEXUAL ASSAULT RESOURCE CENTER	OR
IRCO	OR
NORTHWEST YOUTH CORPS	OR
TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
CLASSROOM LAW PROJECT	OR
YOUTH GUIDANCE ASSOC.	OR
PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND	OR
ELMIRA CHURCH OF CHRIST	OR
JASPER MOUNTAIN	OR
ACUMENTRA HEALTH	OR
WORKSYSTEMS INC	OR
COVENANT CHRISTIAN HOOD RIVER	OR
OREGON DONOR PROGRAM	OR
NAMI OREGON	OR
OLIVET BAPTIST CHURCH	OR
SILVERTON AREA COMMUNITY AID	OR
CONFEDERATED TRIBES OF GRAND RONDE	OR
NEIGHBORIMPACT	OR
CATHOLIC COMMUNITY SERVICES	OR
NEW AVENUES FOR YOUTH INC	OR
LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR
DECISION SCIENCE RESEARCH INSTITUTE, INC.	OR
WESTERN STATES CENTER	OR
HIV ALLIANCE, INC	OR
PARTNERSHIPS IN COMMUNITY LIVING, INC.	OR
FANCONI ANEMIA RESEARCH FUND INC.	OR
BLIND ENTERPRISES OF OREGON	OR
OREGON BALLET THEATRE	OR
SMART	OR
All God's Children International	OR
FARMWORKER HOUISNG DEV CORP	OR
UMPQUA COMMUNITY DEVELOPMENT CORPORATION	OR
REGIONAL ARTS AND CULTURE COUNCIL	OR
THE EARLY EDUCATION PROGRAM, INC.	OR
MACDONALD CENTER	OR

EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.	OR
SELF ENHANCEMENT INC.	OR
FRIENDS OF THE CHILDREN	OR
SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE	OR
COMMUNITY VETERINARY CENTER	OR
PORTLAND SCHOOLS FOUNDATION	OR
SUSTAINABLE NORTHWEST	OR
OREGON DEATH WITH DIGNITY	OR
BIRCH COMMUNITY SERVICES, INC.	OR
BAY AREA FIRST STEP, INC.	OR
OSLC COMMUNITY PROGRAMS	OR
EN AVANT, INC.	OR
ASHLAND COMMUNITY HOSPITAL	OR
NORTHWEST ENERGY EFFICIENCY ALLIANCE	OR
BONNEVILLE ENVIRONMENTAL FOUNDATION	OR
SUMMIT VIEW COVENANT CHURCH	OR
SALMON-SAFE INC.	OR
BETHEL CHURCH OF GOD	OR
PROVIDENCE HOOD RIVER MEMORIAL HOSPITAL	OR
SAINT ANDREW NATIVITY SCHOOL	OR
BARLOW YOUTH FOOTBALL	OR
SPOTLIGHT THEATRE OF PLEASANT HILL	OR
FAMILIES FIRST OF GRANT COUNTY, INC.	OR
TOUCHSTONE PARENT ORGANIZATION	OR
CANCER CARE RESOURCES	OR
CASCADIA REGION GREEN BUILDING COUNCIL	OR
SHERMAN DEVELOPMENT LEAGUE, INC.	OR
SCIENCEWORKS	OR
WORD OF LIFE COMMUNITY CHURCH	OR
SOCIAL VENTURE PARTNERS PORTLAND	OR
OREGON PROGRESS FORUM	OR
CENTER FOR RESEARCH TO PRACTICE	OR
WESTERN RIVERS CONSERVANCY	OR
UNITED WAY OF THE COLUMBIA WILLAMETTE	OR
EUGENE BALLET COMPANY	OR
EAST WEST MINISTRIES INTERNATIONAL	OR
SISKIYOU INITIATIVE	OR
EDUCATIONAL POLICY IMPROVEMENT CENTER	OR
North Pacific District of Foursquare Churches	OR
CATHOLIC CHARITIES	OR
FIRST CHURCH OF THE NAZARENE	OR
WESTSIDE BAPTIST CHURCH	OR
Housing Development Center	OR
Hoodview Christian Church	OR
Child Evangelism Fellowship	OR
Little Promises Chlildren's Program	OR
UNION GOSPEL MISSION	OR
GRACE BAPTIST CHURCH	OR
COMMUNITY ACTION ORGANIZATION	OR
OUTSIDE IN	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR
ELAW	OR
COMMUNITY HEALTH CENTER, INC	OR
Greater Portland INC	OR
Eugene Builders Exchange	OR
Boys & Girls Club of Corvallis	OR
Southeast Uplift Neighborhood Coalition	OR
First United Presbyterian Church	OR
PDX Wildlife	OR

Friends of the Opera House	OR
Jackson-Josephine 4-C Council	OR
North Coast Family Fellowship	OR
P E C I	OR
Childswork Learning Center	OR
Portland Schools Alliance	OR
New Artists Performing Arts Productions, Inc.	OR
Relief Nursery	OR
St. Mary's Episcopal Church	OR
Viking Sal Senior Center	OR
Boys and Girls Club of the rogue valley	OR
Lincoln City Chamber of Commerce	OR
DrupalCon Inc., DBA Drupal Association	OR
Albany Partnership for Housing and Community Development	OR
SEED OF FAITH MINISTRIES	OR
Hermiston Christian Center & School	OR
SALEM FREE CLINICS	OR
Dress for Success Oregon	OR
Beaverton Rock Creek Foursquare Church	OR
St Paul Catholic Church	OR
St Mary's Catholic School and Parish	OR
Polk Soil and Water Conservation District	OR
Street Ministry	OR
La Grande Church of the Nazarene	OR
Spruce Villa, Inc.	OR
OREGON SCHOOL BOARDS ASSOCIATION	OR
House of Prayer for All Nations	OR
Sacred Heart Catholic Church	OR
African American Health Coaliton, Inc.	OR
Happy Canyon Company	OR
Village Home Education Resource Center	OR
Monet's Children's Circle	OR
Cascade Housing Association	OR
Dayspring Fellowship	OR
Northwest Habitat Institute	OR
Winding Waters Medical Clinic	OR
First Baptist Church	OR
The Nature Conservancy, Willamette Valley Field Office	OR
Serenity Lane Health Services	OR
Portland Community Reinvestment Initiatives, Inc.	OR
Christians As Family Adovates	OR
GeerCrest Farm & Historical Society	OR
College United Methodist Church	OR
The Collins Foundation	OR
Prince of Peace Lutheran Church & School	OR
NEDCO	OR
Salem Evangelical Church	OR
Wild Lilac Child Development Community	OR
Daystar Education, Inc.	OR
Oregon Social Learning Center	OR
Pain Society of Oregon	OR
environmental law alliance worldwide	OR
Community in Action	OR
Safe Harbors	OR
FIRST CHRISTIAN CHURCH	OR
Pacific Classical Ballet	OR
Depaul Industries	OR
African American Health Coalition	OR
Jesus Prayer Book	OR
Coalition Of Community Health	OR
River Network	OR
CCI Enterprises Inc	OR
Oregon Nurses Association	OR
GOODWILL INDUSTRIES OF THE COLUMBIA WILLAMETTE	OR
Mount Angel Abbey	OR
YMCA OF ASHLAND	OR
YMCA OF COLUMBIA-WILLAMETTE ASSOCIATION SERVICES	OR
Multnomah Law Library	OR
Friends Of Tryon Creek State P	OR

Ontrack Inc.	OR
Calvin Presbyterian Church	OR
HOLT INTL CHILD	OR
St John The Baptist Catholic	OR
Portland Foursquare Church	OR
Portland Christian Center	OR
Church Extension Plan	OR
Occu Afghanistan Relief Effort	OR
EUGENE FAMILY YMCA	OR
Christ The King Parish and School	OR
Newberg Christian Church	OR
First United Methodist Church	OR
Zion Lutheran Church	OR
Southwest Bible Church	OR
Community Works Inc	OR
Masonic Lodge Pearl 66	OR
Molalla Nazarene Church	OR
Transition Projects, Inc	OR
St Michaels Episcopal Church	OR
Saint Johns Catholich Church	OR
Access Inc	OR
Community Learning Center	OR
Old Mill Center for Children and Families	OR
Sunny Oaks Inc	OR
Hospice Center Bend La Pine	OR
Westside Foursquare Church	OR
Relief Nursery Inc	OR
Morning Star Community Church	OR
MULTNOMAH DEFENDERS INC	OR
Providence Health System	OR
Holy Trinity Catholic Church	OR
Holy Redeemer Catholic Church	OR
Alliance Bible Church	OR
CARE OREGON	OR
Mid Columbia Childrens Council	OR
HUMANE SOCIETY OF REDMOND	OR
Our Redeemer Lutheran Church	OR
Kbps Public Radio	OR
Skyball Salem Keizer Youth Bas	OR
Open Technology Center	OR
Grace Chapel	OR
CHILDREN'S MUSEUM 2ND	OR
Solid Rock	OR
West Chehalem Friends Church	OR
Guide Dogs For The Blind	OR
Aldersgate Camps and Retreats	OR
St. Katherine's Catholic Church	OR
The Alliance NW of the Christian & Missionary Alliance	OR
Bags of Love	OR
Grand View Baptist Church	OR
Green Electronics Council	OR
Scottish Rite	OR
Western Wood Products Association	OR
THE NEXT DOOR	OR
NATIONAL PSORIASIS FOUNDATION	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR
OREGON REPERTORY SINGERS	OR
HIGHLAND HAVEN	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR
First Baptist Church of Enterprise	OR
The Canby Center	OR
REDMOND FIRE & RESCUE	OR
Instituto de Cultura y Arte In Xochitl In Cuicatl	OR
McKenzie Personnel Systems	OR
OSLC COMMUNITY PROGRAMS OCP	OR
Oregon Nikkei Endowment	OR
Grace Community Church	OR
Eastern Oregon Alcoholism Foundation	OR
Grantmakers for Education	OR
The Spiral Gallery	OR
The ALS Association Oregon and SW Washington Chapter	OR

Children's Relief Nursery	OR
Home Builders	OR
New Life Baptist Church	OR
Feral Cat Awareness Team	OR
Florence United Methodist Church	OR
World of Speed	OR
SW Community Health Center	OR
Energy Trust of Oregon	OR
St. Vincent de Paul Church	OR
Fr. Bernard Youth Center	OR
Oregon Psychoanalytic Center	OR
Store to Door	OR
Oregon Translational Research and Development Insitute	OR
Depaul Industries	OR
OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH ALBANY OREGON	OR
SELCO Community Credit Union	OR
Prairie Baptist Church	OR
North Coast Christian Church	OR
Union County Economic Development Corp.	OR
Camelto Theatre Company	OR
Camp Fire Columbia	OR
TAKE III OUTREACH	OR
Rolling Hills Community Church	OR
Eugene Swim and Tennis Club	OR
Summa Institute	OR
Amani Center	OR
Billy Webb Elks lodge #1050	OR
Silverton Senior Center	OR
First Evangelical Presbyterian Church of Oregon City	OR
Joyful Servant Lutheran Church	OR
Sandy Seventh-day Adventist Church	OR
Muddy Creek Charter School	OR
A FAMILY FOR EVERY CHILD	OR
1000 FRIENDS OF OREGON	OR
OREGON PEDIATRIC SOCIETY	OR
NONPROFIT ASSOCIATION OF OREGON	OR
LUKE DORF INC	OR
FAMILY CARE INC	OR
MEDICAL TEAMS INTL	OR
Clean Slate Canine Rescue & Rehabilitation	OR
St. Martins Episcopal church	OR
Food for Lane County	OR
Clatsop Behavioral Healthcare	OR
columbia gorge discovery center and museum	OR
NAMI of Washington County	OR
American Legion Aloha Post 104	OR
The Dalles Art Association	OR
Temple Beth Israel	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR
Rose Haven	OR
Dallas Church	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR
FAIRFIELD BAPTIST CHURCH	OR
Sexual Assault Support Services	OR
Neskowin Valley School	OR
RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
St. Joseph Shelter	OR
The Inn Home for Boys, Inc.9138	OR
MCKENZIEWATERSHED COUNCIL	OR
Opportunity Connections	OR
MENNONITE HOME OF ALBANY INC	OR
Oregon Technical Assistance Corporation	OR
Oregon And Southern Idaho Laborers Employers Training School	OR
New Life Fellowship Church of God	OR
Gladstone Senior Center	OR
Education Travel & Culture, Inc.	OR

Rural Development Initiatives	OR
Jason Lee Manor/UMRC	OR
Jesus Pursuit Church	OR
YMCA of Marion and Polk Counties	OR
PacificSource Health	OR
Faith Christian Fellowship	OR
Brookings Elks Lodge	OR
Tualatin Lacrosse Club	OR
Tillamook Seventh Day Adventist Church	OR
Oregon Jewish Community Foundation	OR
East River Fellowship	OR
Holy Family Academy	OR
FIRST BAPTIST CHURCH OF EUGENE	OR
PORTLAND METRO RESIDENTIAL SERVICES	OR
Peace Lutheran Church	OR
Living Word Christian Center	OR
Housing Authority of Douglas County	OR
Vietnamese Christian Community Church	OR
Forest Park Conservancy	OR
Friends for Animals	OR
Family Building Blocks	OR
Goodwill Industries of Lane and South Coast	OR
Agia Sophia Academy	OR
Friends of Driftwood Library	OR
Consumers Power Inc.	OR
A. C. Gilbert's Discovery Village	OR
First Lutheran Church of Astoria	OR
Fund For Christian Charity	OR
Deer Meadow Assisted Living	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR
Umpqua Basin Water Association	OR
Alpha Lambda House Corporation	OR
St John Fisher Catholic Church Portland Oregon	OR
Eugene Creative Care	OR
The Church of Christ of Latter Day Saints	OR
Cascade Height Public Charter School PTA	OR
G.O.B.H.I	OR
Association of Oregon Corrections EMployees, Inc.	OR
A Jesus Church Family	OR
300 Main Inc	OR
Southwestern Oregon Public Defender Services, Inc.	OR
Albertina Kerr Centers	OR
Dufur Christian Church	OR
St. Matthew Catholic School	OR
Serendipity Center Inc	OR
Yellowhawk Tribal Health	OR
CASA of Marion County	OR
Oregoinans for Food & Shelter	OR
Westside Church of Christ Inc	OR
Northwest Family Services	OR
Network Charter School	OR
Ride Connecton	OR
Parenting Now!	OR
Christian Church of Woodburn	OR
Verde	OR
Native American Youth and Family Center Early College Academy	OR
USO Northwest	OR
Norkenzie Christian Church	OR
Little Flower Development Center	OR
TLO Farms	OR
Evergreen Wings and Waves	OR
Ascension Episcopal Parish	OR
Center for Family Development	OR
West Salem Foursquare Church	OR
Good Samaritan Ministry	OR
Grace Lutheran Church of Molalla	OR
Trinity Lutheran	OR
HOPE LUTHERAN CHURCH	OR
Mount Pisgah Arboretum	OR
Redeemer Lutheran Church	OR
Disjecta Contemporary Art Center	OR

Korean Central Covenant Church of Eugene	OR
Yankton Baptist Church	OR
BioGift Anatomical	OR
Lower Columbia Estuary Partnership	OR
Mt Hood Hospice	OR
Opportunity Foundation of central Oregon	OR
Constructing Hope	OR
Sprinkfield Elks #2145	OR
Abuse Recovery Ministry & Services	OR
Oasis Shelter Home	OR
ST HENRYS CHURCH	OR
Nehalem Bay House	OR
UNITED METHODIST CHURCH	OR
p:ear	OR
Health Share of Oregon	OR
St. Peter Catholic Church	OR
Mid Willamette Valley Community Action	OR
A Hope For Autism Foundation	OR
NW Sport Fishing	OR
Breast Friends	OR
SEPTL Southeast Portland Tool Library	OR
Kids Unllimited Academy	OR
Cappella Romana	OR
National Christian Community Foundation	OR
Legal Aid Services of Oregon LITC	OR
Willamette Valley Babe Ruth	OR
Center For Continuous Improvement	OR
Northwest Center for Alternatives to Pesticides	OR
Junction City/Harrisburg/Monroe Habitat for Humanity	OR
The Followers of Christ Church of Oregon City	OR
SEIU Local 49	OR
Emerald Media Group	OR
West Hills Christian School	OR
Trillium Sprigs	OR
Smith Memorial Presbyterian Church	OR
Western Arts Alliance	OR
Youth Dynamics	OR
Ashland Art Center	OR
Apostolic Church of Jesus Christ	OR
DOUGLAS FOREST PROTECTIVE	OR
Oregon Lyme Disease Network	OR
Ecotrust	OR
SPECIAL MOBILITY SERVICES	OR
Bethlehem Christian Pre-School	OR
Historical Outreach Foundation	OR
Teras Interventions and Counseling Inc	OR
Brooklyn Primary PTO	OR
Mountain View Academy	OR
Salem Area Chamber of Commerce	OR
First Congregational Chrch	OR
OREGON STATE FAIR	OR
Tri-County Chamber of Commerce Inc	OR
Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Center for Human Development	OR
SafeHaven Humane Society	OR
Rainier Assembly of God	OR
EUGENE CHRISTIAN FELLOWSHIP	OR
Bridges to Change	OR
DePaul Treatment Centers, Inc.	OR
Ministerio International Casa	OR
New Paradise Worship Center	OR
Mission Increase Foundation	OR
Curry Public Transit Inc	OR
THREE RIVERS CASINO	OR
Brookings Harbor Christian School	OR
Bethesda Lutheran Church	OR
Legacy Mt. Hood Medical Center	OR
Adelante Mujeres	OR
Yamhill Community Care Organization	OR
Portland Japanese Garden	OR
The Madeleine Parish	OR
The Tucker-Maxon Oral School	OR

Southwest Neighborhoods, Inc	OR
Wallowa Valley Center For Wellness	OR
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR
Portland Yacht Club	OR
League of Women Voters	OR
Oregon & Southern Idaho District Council of Laborers'	OR
Portland Police Sunshine Division	OR
Curry Health Network	OR
United Way of Lane County	OR
The Lighthouse School	OR
Great Portland Bible	OR
College Possible	OR
Unithed Way	OR
Community Energy Project	OR
Bridgeport Community Chapel	OR
Portland Oregon Visitors Association	OR
Southern Oregon Project Hope	OR
Our United Villages	OR
Samaritan Health Services Inc.	OR
Santiam Assembly of God	OR
CASCADES WEST FINANCIAL SERVICES IN	OR
Kilchis House	OR
Calvary Assembly of God	OR
Lake Grove Presbyterian Church	OR
Grace Lutheran School	OR
Western Mennonite School	OR
OEA CHOICE TRUST	OR
American Tinnitus Association	OR
Oregon Coast Aquarium, Inc.	OR
HOPE POINT CHURCH	OR
Unitus Community Credit Union	OR
St John the Baptist Greek Orthodox Church	OR
COLUMBIA PACIFIC ECONOMIC DEVELOPMENT DISTRICT OF OREGON	OR
St Andrews Presbyterian	OR
Oregon Rural Electric Cooperative Association	OR
THE MILL CASINO	OR
Oregon State University	OR
Treasure Valley Community College	OR
Unviersity of Oregon	OR
OREGON UNIVERSITY SYSTEM	OR
University of Western States	OR
GEORGE FOX UNIVERSITY	OR
LEWIS AND CLARK COLLEGE	OR
PACIFIC UNIVERSITY	OR
REED COLLEGE	OR
WILLAMETTE UNIVERSITY	OR
LINFIELD COLLEGE	OR
MULTNOMAH BIBLE COLLEGE	OR
NORTHWEST CHRISTIAN COLLEGE	OR
NATIONAL COLLEGE OF NATURAL MEDICINE	OR
BLUE MOUNTAIN COMMUNITY COLLEGE	OR
PORTLAND STATE UNIV.	OR
CLACKAMAS COMMUNITY COLLEGE	OR
MARYLHURST UNIVERSITY	OR
OREGON HEALTH AND SCIENCE UNIVERSITY	OR
BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
pacific u	OR
UNIVERSITY OF OREGON	OR
CONCORDIA UNIV	OR
Marylhurst University	OR
Corban College	OR
Oregon Center For Advanced T	OR
UNIVERSITY OF PORTLAND	OR
Portland Actors Conservatory	OR
University Of Oregon Athletics Department	OR
Ecola Bible School	OR
WARNERPACIFIC COLG	OR
Beta Omega Alumnae	OR
Oregon Institute of Technology	OR
EASTERN OREGON UNIVERSITY	OR
Wilco Farmers	OR

Harvest Church	OR
Sociecty of American Foresters	OR
Clackamas River Water Providers	OR
eickhoff dev co inc	OR
Cornerstone Association Inc	OR
The Klamath Tribe	OR
advocate care	OR
Cannon Beach Fire	OR
Life Flight Network LLC	OR
OREGON DEPT OF FISH & WILDLIFE-SAUVIE	OR
COVENANT RETIREMENT COMMUNITIES	OR
PENTAGON FEDERAL CREDIT UNION	OR
SAIF CORPORATION	OR
GREATER HILLSBORO AREA CHAMBER OF COMMERCE	OR
LANE ELECTRIC COOPERATIVE	OR
USAGENCIES CREDIT UNION	OR
PACIFIC CASCADE FEDERAL CREDIT UNION	OR
LOCAL GOVERNMENT PERSONNEL INSTITUTE	OR
GRANTS PASS MANAGEMENT SERVICES, DBA	OR
SPIRIT WIRELESS	OR
Kartini Clinic	OR
Astra	OR
Beit Hallel	OR
Cvalco	OR
Elderhealth and Living	OR
OREGON CORRECTIONS ENTERPRISES	OR
OREGON STATE HOSPITAL	OR
OFFICE OF PUBLIC DEFENSE SERVICES	OR
Clatskanie People's Utility District	OR
PIONEER COMMUNITY DEVELOPMENT	OR
MARION COUNTY HEALTH DEPT	OR
Ricoh USA	OR
Heartfelt Obstetrics & Gynecology	OR
Coquille Economic Development Corporation	OR
CITY/COUNTY INSURANCE SERVICE	OR
COMMUNITY CYCLING CENTER	OR
Shangri La	OR
Portland Impact	OR
Eagle Fern Camp	OR
KLAMATH FAMILY HEAD START	OR
RIVER CITY DANCERS	OR
Oregon Permit Technical Association	OR
KEIZER EAGLES AERIE 3895	OR
Pgma/Cathie Bourne	OR
Sunrise Water	OR
Burns Paiute Tribe	OR
Oregon Public Broadcasting	OR
La Grande Family Practice	OR
Linn Benton Lincoln Educational Services District	OR
Ricoh USA	OR
Sphere MD	OR
BIENESTAR, INC.	OR
sunrise water authority	OR
Mountain Valley Therapy	OR
EAstern Oregon Trade and Event Center	OR
Waste-Pro	OR
NPKA	OR
IBEW280	OR
Confederated Tribes of Warm Springs	OR
Point West Credit Union	OR
Oregon State Credit Union	OR
PIONEER TELEPHONE COOPERATIVE	OR
Halsey-Shedd Fire District	OR
Northwest Power and Conservation Council	OR
Oregon Funeral Directors Association	OR
Nez Perce Tribe	OR
Obsidian Urgent Care, P.C.	OR
First Presbyterian Church of La Grande	OR

CONFLUENCE ENVIRONMENTAL CENTE	OR
A&I Benefit Plan Administrators, Inc.	OR
K Churchill Estates	OR
CSC HEAD START	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR
crescent grove cemetery	OR
Port of Toledo	OR
Roseburg Police Department	OR
Molalla Rural Fire Protection District	OR
MONMOUTH - INDEPENDENCE NETWORK	OR
EUGENE WATER & ELECTRIC BOARD	OR
MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
TILLAMOOK PEOPLES UTILITY DISTRICT	OR
GLADSTONE POLICE DEPARTMENT	OR
GOLD BEACH POLICE DEPARTMENT	OR
THE NEWPORT PARK AND RECREATION CENTER	OR
RIVERGROVE WATER DISTRICT	OR
TUALATIN VALLEY FIRE & RESCUE	OR
GASTON RURAL FIRE DEPARTMENT	OR
CITY COUNTY INSURANCE SERVICES	OR
SOUTH SUBURBAN SANITARY DISTRICT	OR
SOUTH FORK WATER BOARD	OR
SUNSET EMPIRE PARK AND RECREATION	OR
SPRINGFIELD UTILITY BOARD	OR
Tillamook Urban Renewal Agency	OR
Netarts Water District	OR
OAK LODGE SANITARY DISTRICT	OR
Boardman Rural Fire Protection District	OR
Tualatin Soil and Water Conservation District	OR
Silverton Fire District	OR
Lewis and Clark Rural Fire Protection District	OR
Rainbow Water District	OR
Illinois Valley Fire District	OR
Clatskanie RFPD	OR
PORT OF TILLAMOOK BAY	OR
TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
REGIONAL AUTOMATED INFORMATION NETWORK	OR
OAK LODGE WATER DISTRICT	OR
THE PORT OF PORTLAND	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR
TUALATIN VALLEY WATER DISTRICT	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR
LANE EDUCATION SERVICE DISTRICT	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR
PORT OF SIUSLAW	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR
PORT OF ST HELENS	OR
LANE TRANSIT DISTRICT	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR
HOODLAND FIRE DISTRICT NO.74	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR
SALEM AREA MASS TRANSIT DISTRICT	OR

Banks Fire District #13	OR
KLAMATH COUNTY 9-1-1	OR
GLENDALE RURAL FIRE DISTRICT	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR
CLACKAMAS RIVER WATER	OR
NW POWER POOL	OR
Lowell Rural Fire Protection District	OR
TriMet Transit	OR
Estacada Rural Fire District	OR
Keizer Fire District	OR
State Accident Insurance Fund Corporation	OR
Bend Metro Park & Recreation District	OR
Port of Hood River	OR
La Pine Park & Recreation District	OR
Brookings- HArbor School District 17c	OR
Siuslaw Public Library District	OR
Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
Columbia River Fire & Rescue	OR
Fern Ridge Library District	OR
Bend Park and Recreation District	OR
Port of Garibaldi	OR
Seal Rock Water District	OR
Rockwood Water P.U.D.	OR
Tillamook Fire District	OR
Tillamook County Transportation Dist	OR
Central Lincoln People's Utility District	OR
Jefferson Park and Recreation	OR
City of Monmouth / Public Works	OR
McMinnville Police Department	OR
Long Creek School District	OR
City of Sublimity	OR
City of Central Point Parks and Recreation	OR
Gearhart Fire Department	OR
Woodburn City Of	OR
Brookings Fire / Rescue	OR
City of Veneta	OR
CITY OF DAMASCUS	OR
Hermiston Fire & Emergency Svcs	OR
CEDAR MILL COMMUNITY LIBRARY	OR
CITY OF LAKE OSWEGO	OR
LEAGUE OF OREGON CITIES	OR
CITY OF SANDY	OR
CITY OF ASTORIA OREGON	OR
CITY OF BEAVERTON	OR
CITY OF BOARDMAN	OR
CITY OF CANBY	OR
CITY OF CANYONVILLE	OR
CITY OF CENTRAL POINT POLICE DEPARTMENT	OR
CITY OF CLATSKANIE	OR
CITY OF CONDON	OR
CITY OF COOS BAY	OR
CITY OF CORVALLIS	OR
CITY OF CRESWELL	OR
CITY OF ECHO	OR
CITY OF ESTACADA	OR
CITY OF EUGENE	OR
CITY OF FAIRVIEW	OR
CITY OF GEARHART	OR
CITY OF GOLD HILL	OR
CITY OF GRANTS PASS	OR
CITY OF GRESHAM	OR
CITY OF HILLSBORO	OR
CITY OF HOOD RIVER	OR
CITY OF JOHN DAY	OR
CITY OF KLAMATH FALLS	OR
CITY OF LA GRANDE	OR
CITY OF MALIN	OR
CITY OF MCMINNVILLE	OR
CITY OF HALSEY	OR
CITY OF MEDFORD	OR
CITY OF MILL CITY	OR
CITY OF MILWAUKIE	OR
CITY OF MORO	OR

CITY OF MOSIER	OR
CITY OF NEWBERG	OR
CITY OF OREGON CITY	OR
CITY OF PILOT ROCK	OR
CITY OF POWERS	OR
RAINIER POLICE DEPARTMENT	OR
CITY OF REEDSPORT	OR
CITY OF RIDDLE	OR
CITY OF SCAPPOOSE	OR
CITY OF SEASIDE	OR
CITY OF SILVERTON	OR
CITY OF STAYTON	OR
City of Troutdale	OR
CITY OF TUALATIN, OREGON	OR
CITY OF WARRENTON	OR
CITY OF WEST LINN/PARKS	OR
CITY OF WOODBURN	OR
CITY OF TIGARD, OREGON	OR
CITY OF AUMSVILLE	OR
CITY OF PORT ORFORD	OR
CITY OF EAGLE POINT	OR
CITY OF WOOD VILLAGE	OR
St. Helens, City of	OR
CITY OF WINSTON	OR
CITY OF COBURG	OR
CITY OF NORTH PLAINS	OR
CITY OF GERVAIS	OR
CITY OF YACHATS	OR
FLORENCE AREA CHAMBER OF COMMERCE	OR
PORTLAND DEVELOPMENT COMMISSION	OR
CITY OF CANNON BEACH OR	OR
CITY OF ST. PAUL	OR
CITY OF ADAIR VILLAGE	OR
CITY OF WILSONVILLE	OR
CITY OF HAPPY VALLEY	OR
CITY OF SHADY COVE	OR
CITY OF LAKESIDE	OR
CITY OF MILLERSBURG	OR
CITY OF GATES	OR
KEIZER POLICE DEPARTMENT	OR
CITY OF DUNDEE	OR
CITY OF AURORA	OR
THE CITY OF NEWPORT	OR
CITY OF ALBANY	OR
CITY OF ASHLAND	OR
CITY OF LEBANON	OR
CITY OF PORTLAND	OR
CITY OF SALEM	OR
CITY OF SPRINGFIELD	OR
METRO	OR
CITY OF BURNS	OR
CITY OF COTTAGE GROVE	OR
CITY OF DALLAS	OR
CITY OF FALLS CITY	OR
CITY OF PHOENIX	OR
CITY OF PRAIRIE CITY	OR
CITY OF REDMOND	OR
CITY OF SHERWOOD	OR
City of junction city	OR
City of Florence	OR
Columbia Gorge Community	OR
City of Dayton	OR
City of Carlton	OR
City of Pendleton Convention Center	OR
City of Monmouth	OR
City of Philomath	OR
City of Sheridan	OR
Seaside Public Library	OR
City of Yoncalla	OR
La Grande Police Department	OR
Cove City Hall	OR
NW PORTLAND INDIAN HEALTH BOARD	OR
Portland Patrol Services	OR
City Of Bend	OR
City Of Coquille	OR
City Of Molalla	OR
ROCKWOOD WATER PEOPLE'S UTILITY DISTRICT	OR
City of St. Helens	OR
City of North Powder	OR
City of Eugene	OR

City of Cornelius, OR	OR
Toledo Police Department	OR
City of Independence	OR
City of Cascade Locks	OR
City of Columbia City	OR
City of Baker City	OR
McMinnville Water & Light	OR
City of Pendleton Parks & Recreation	OR
CITY OF HEPPNER	OR
CITY OF SWEETHOME	OR
CITY OF THE DALLES	OR
CLACKAMAS FIRE DIST#1	OR
DESCHUTES PUBLIC LIBRARY	OR
STAYTON FIRE DISTRICT	OR
Lake County Chamber of Commerce Inc	OR
City of Ontario	OR
City of Corvallis Parks and Recreation	OR
North Lincoln Fire & Rescue #1	OR
Gresham Police Department	OR
City of Harrisburg	OR
Gladstone Public Library	OR
City of Portland Parks Bureau	OR
City of Astoria Parks Dept.	OR
Seaside Fire & Rescue	OR
Florence Police Department	OR
City Of North Bend	OR
City of Union	OR
City of Nehalem	OR
City of Richland	OR
CITY OF LINCOLN CITY	OR
City of Donald	OR
City of Milton-Freewater	OR
CITY OF SCIO	OR
City of Forest Grove	OR
City Govrnment	OR
City of Mt. Angel	OR
Albany Police Department	OR
Umatilla Electric Cooperative	OR
WATER ENVIRONMENT SERVICES	OR
Polk County Fire District No.1	OR
Clatsop Care Health District-Clatsop Retirement Village	OR
Netarts-Oceanside RFPD	OR
UIUC	OR
Rogue River Fire District	OR
Aurora Rural FIre District	OR
Tillamook County Emergency Communications District	OR
Southern Coos Hospital	OR
Oregon Cascades West Council of Governments	OR
MULTONAH COUNTY DRAINAGE DISTRICT #1	OR
PORT OF BANDON	OR
OR INT'L PORT OF COOS BAY	OR
MID-COLUMBIA CENTER FOR LIVING	OR
DESCHUTES COUNTY RFPD NO.2	OR
YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT	OR
PACIFIC STATES MARINE FISHERIES COMMISSION	OR
CENTRAL OREGON IRRIGATION DISTRICT	OR
MARION COUNTY FIRE DISTRCT #1	OR
COLUMBIA RIVER PUD	OR
SANDY FIRE DISTRICT NO. 72	OR
BAY AREA HOSPITAL DISTRICT	OR
NEAH KAH NIE WATER DISTRICT	OR
PORT OF UMPQUA	OR
EAST MULTNOMAH SOIL AND WATER CONSERVANCY	OR
Benton Soil & Water Conservation District	OR
DESCHUTES PUBLIC LIBRARY SYSTEM	OR
CLEAN WATER SERVICES	OR
North Douglas County Fire & EMS	OR
Crooked River Ranch Rural Fire Protection District	OR

PARROTT CREEK CHILD & FAM	OR
South Lane County Fire And Rescue	OR
Lake Chinook Fire & Rescue	OR
Clackamas County Water Environment Services	OR
Amity Fire District	OR
CENTRAL OREGON COMMUNITY COLLEGE	OR
UMPQUA COMMUNITY COLLEGE	OR
LANE COMMUNITY COLLEGE	OR
MT. HOOD COMMUNITY COLLEGE	OR
LINN-BENTON COMMUNITY COLLEGE	OR
SOUTHWESTERN OREGON COMMUNITY COLLEGE	OR
PORTLAND COMMUNITY COLLEGE	OR
CHEMEKETA COMMUNITY COLLEGE	OR
ROGUE COMMUNITY COLLEGE	OR
COLUMBIA GORGE COMMUNITY COLLEGE	OR
TILLAMOOK BAY COMMUNITY COLLEGE	OR
KLAMATH COMMUNITY COLLEGE DISTRICT	OR
Oregon Coast Community College	OR
Clatsop Community College	OR
North Portland Bible College	OR
OREGON COMMUNITY COLLEGE ASSOCIATION	OR
Umpqua Valley Public Defender	OR
Teacher Standards and Pracitices Commission	OR
Salem Keizer School District Purchasing	OR
Kdrv Channel 12	OR
Opta Oregon Permit Technician	OR
Oregon Forest Resources Institute	OR
Office of the Ong Term Care Ombudsman	OR
Oregon State Lottery	OR
OREGON TOURISM COMMISSION	OR
OREGON STATE POLICE	OR
OFFICE OF THE STATE TREASURER	OR
OREGON DEPT. OF EDUCATION	OR
SEIU LOCAL 503, OPEU	OR
OREGON DEPARTMENT OF FORESTRY	OR
OREGON STATE DEPT OF CORRECTIONS	OR
OREGON CHILD DEVELOPMENT COALITION	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR
OREGON OFFICE OF ENERGY	OR
OREGON STATE BOARD OF NURSING	OR
BOARD OF MEDICAL EXAMINERS	OR
OREGON LOTTERY	OR
OREGON BOARD OF ARCHITECTS	OR
SANTIAM CANYON COMMUNICATION CENTER	OR
OREGON DEPT OF TRANSPORTATION	OR
OREGON TRAVEL INFORMATION COUNCIL	OR
OREGON DEPARTMENT OF EDUCATION	OR
OREGON DEPT. OF CORRECTIONS	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR
Oregon Board of Massage Therapists	OR
Oregon Tradeswomen	OR
Oregon Convention Center	OR
OREGON SCHL BRDS ASSOCIAT	OR
Central Oregon Home Health and Hos	OR
Oregon Health Care Quality Cor	OR
OREGON DEPARTMENT OF HUMAN SERVICES	OR
Oregon Air National Guard	OR
Training & Employment	OR

State of Oregon - Department of Administrative Services	OR
Aging and People with Disabilities	OR
Department of Administrative Services	OR
Oregon State Treasury	OR
Oregon State Fair Council	OR
Oregon DEQ	OR
Procurement Services/DAS	OR
STATE OF OREGON	OR
OREGON JUDICIAL DEPARTMENT	OR
Oregon State Board of Architect Examiners	OR
City of Astoria Fire Department	OR
Columbia Gorge ESD	OR
Nehalem Bay Wastewater	OR
Association of Oregon Community Mental Health Programs	OR
VA	OR
US FISH AND WILDLIFE SERVICE	OR
Bonneville Power Administration	OR
Bureau Of Land Management	OR
Oregon Army National Guard	OR
USDA Forest Service	OR
Yellowhawk Tribal Health Center	OR
ANGELL JOB CORPS	OR
Coquille Indian Housing Authority	OR
COLLEGE HOUSING NORTHWEST	OR
HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR
Hawaii County	
Honolulu County	
Kauai County	
Maui County	
Kalawao County	
Aiea	
Anahola	
Barbers Point N A S	
Camp H M Smith	
Captain Cook	
Eleele	
Ewa Beach	
Fort Shafter	
Haiku	
Hakalau	
Haleiwa	
Hana	
Hanalei	
Hanamaulu	
Hanapepe	
Hauula	
Hawaii National Park	
Hawaiian Ocean View	
Hawi	
Hickam AFB	
Hilo	
Holualoa	
Honaunau	
Honokaa	
Honolulu	
Honomu	
Hoolehua	
Kaaawa	
Kahuku	
Kahului	
Kailua	

Kailua Kona
Kalaheo
Kalaupapa
Kamuela
Kaneohe
Kapaa
Kapaau
Kapolei
Kaumakani
Kaunakakai
Kawela Bay
Keaau
Kealakekua
Kealia
Keauhou
Kekaha
Kihei
Kilauea
Koloa
Kualapuu
Kula
Kunia
Kurtistown
Lahaina
Laie
Lanai City
Laupahoehoe
Lawai
Lihue
M C B H Kaneohe Bay
Makawao
Makaweli
Maunaloa
Mililani
Mountain View
Naalehu
Ninole
Ocean View
Ookala
Paauhau
Paauilo
Pahala
Pahoa
Paia
Papaaloa
Papaikou
Pearl City
Pearl Harbor
Pepeekeo
Princeville
Pukalani
Puunene
Schofield Barracks
Tripler Army Medical Center
Volvano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu
Wake Island
Wheeler Army Airfield
Brigham Young University - Hawaii
Chaminade University of Honolulu
Hawaii Business College
Hawaii Pacific University
Hawaii Technology Institute
Heald College - Honolulu
Remington College - Honolulu Campus
University of Phoenix - Hawaii Campus
Hawaii Community College
Honolulu Community College
Kapiolani Community College
Kauai Community College
Leeward Community College
Maui Community College
University of Hawaii at Hilo
University of Hawaii at Manoa
Windward Community College

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), City is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.

2. Pursuant to 44 CFR 13.36(i)(2), City may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.

3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:

a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);

b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);

c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);

d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);

e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

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

4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the City and be disposed of in accordance with City policy. The City, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

(1) The copyright in any work developed under a grant or contract; and
(2) Any rights of copyright to which a grantee or a contactor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as City deems necessary, Contractor shall permit City, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or City makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

EXHIBIT A – SAMPLE CITY CONTRACT

As used in this Section of the RFP, the term "Contract" shall refer to the agreement entered into between the City and the Company, and the term "Company" shall refer to the vendor that has been awarded a contract.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Playground & Fitness Equipment, Surfacing, Site Accessories and Related Products and Services ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

1.1.	EXHIBIT A:	Discount Schedule, Price Lists, And Incentives
1.2.	EXHIBIT B:	Installation Fees
1.3.	EXHIBIT C:	National Network Of Distributors And Installers
1.4.	EXHIBIT D:	Freight Rate Schedules
1.5.	EXHIBIT E:	Product Warranties
1.6.	EXHIBIT F:	Scope of Work
1.7.	EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. DESCRIPTION OF PRODUCTS AND SERVICES.

3.1. The Company shall be responsible for providing the Products and Services referenced in: (a) this Agreement, including in all Exhibits; (b) the Company's proposal; (c) the RFP; (d) the Documentation; and (e) any functional and/or technical specifications which are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part the Products and Services. and incorporated herein by reference. Without limiting the foregoing, the Company's proposal will only take precedence over the RFP to the extent the Company properly

took exception to the terms of the RFP in the manner required by the RFP.

4. COMPENSATION.

4.1. TOTAL FEES AND CHARGES

The City agrees to pay the Company a fixed price (the "Purchase Price") as full and complete consideration for the satisfactory performance of all the requirements of this Contract. This amount constitutes the maximum total fees and charges payable to the Company under this Contract including Expenses and will not be increased except by a written instrument duly executed by both parties, which expressly states that it amends this Section of the Contract.

4.2. NO EXPENSES CHARGEABLE.

The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

4.3. EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.

The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

4.4. INVOICES.

Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include the City purchase order number for purchases made under the Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to cocap@charlottenc.gov with Accounts Payable (or AP) in the subject line.

Invoices that are addressed directly to City departments and not to Accounts Payable may not be handled as quickly as invoices that are addressed correctly.

4.5. DUE DATE OF INVOICES.

Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

4.6. PRE-CONTRACT COSTS.

The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

4.7. AUDIT.

During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of

$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **TIME IS OF THE ESSENCE.**
Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including all completion dates, response times and resolution times (the "Completion Dates"). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

6. **NON-APPROPRIATION OF FUNDS.**
If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

7. **COMPANY PROJECT MANAGER.**
The duties of the Company Project Manager include, but are not limited to:

7.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;

7.2. Management of the overall Project by monitoring and reporting on the status of the Project and actual versus projected progress, and by consulting with the City's Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;

7.3. Provision of consultation and advice to the City on matters related to Project implementation strategies, key decisions and approaches, and Project operational concerns/issues and acting as a conduit to the Company's specialist resources that may be needed to supplement the Company's normal implementation staff;

7.4. Acting as the Company's point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;

7.5. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;

7.6. Communication among and between the City and the Company's staff;

7.7. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;

7.8. Identifying and providing the City with timely written notice of all issues that may threaten the Company's Services in the manner contemplated by the Contract (with "timely" meaning immediately after the Company becomes aware of them);

7.9. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and

7.10. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.

8. **CITY PROJECT MANAGER.**

The duties of the City Project Manager are to (1) ensure that the Company delivers all requirements and specifications in the Contract; (2) coordinate the City's resource assignment as required to fulfill the City's obligations pursuant to the Contract; (3) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (4) act as the City's point of contact for all aspects of the Services including contract administration and coordination of communication with the City's staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day's notice to the Company.

9. **DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.**
The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City's personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

10. **COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.**
The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

11. **BACKGROUND CHECKS.**
Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (b) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each

Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

12. **ACCEPTANCE OF TASKS AND DELIVERABLES** Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

    If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (a) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (b) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty- (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

    Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

13. **NON-EXCLUSIVITY.**
    The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

14. **EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS.**
    Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

15. **REPRESENTATIONS AND WARRANTIES OF COMPANY.**
    15.1. GENERAL WARRANTIES.
        15.1.1. The Services shall satisfy all requirements set forth in the Contract, including but not limited to the attached Exhibits;

15.1.2. The Services provided by the Company under the Contract will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party;

15.1.3. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under the Contract by virtue of interruptions in the computer systems used by the Company;

15.1.4. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

15.1.5. Neither the Services, nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

15.1.6. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;

15.1.7. All information provided by the Company about each of their employees is accurate; and

15.1.8. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.

15.2. ADDITIONAL WARRANTIES.
The Company further represents and warrants that:

15.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;

15.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

15.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;

15.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

15.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

15.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

16. OTHER OBLIGATIONS OF THE COMPANY.

16.1. WORK ON CITY'S PREMISES.

The Company and all their employees will, whenever on the City's premises, obey all instructions and City policies that are provided to them with respect to performing Services on the City's premises.

16.2. RESPECTFUL AND COURTEOUS BEHAVIOR.
The Company shall assure that its employees interact with City employees and with the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.

16.3. REPAIR OR REPLACEMENT OF DAMAGE EQUIPMENT OR FACILITIES.
In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.

16.4. REGENERATION OF LOST OR DAMAGED DATA.
With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.

16.5. E-VERIFY.
Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

16.6. IRAN DIVESTMENT ACT.
Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

17. REMEDIES.

17.1. RIGHT TO COVER.
If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:

a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the Services exceed the amount due the Company, collect the amount due from the Company.

17.2. RIGHT TO WITHHOLD PAYMENT.
If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.

17.3. SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.
The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches the Contract.

17.4. SETOFF.
Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.

17.5. OTHER REMEDIES.
Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

18. TERM AND TERMINATION OF CONTRACT.

18.1. TERM.
This Contract shall commence on the Effective Date and shall continue in effect for five (5) years with the City having the unilateral right to renew for two (2) consecutive two (2) year terms.

18.2. TERMINATION BY THE CITY.
The City may terminate the Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The forgoing payment obligation is contingent upon: (i) the Company having fully complied with Section 18.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered by each Company employee through the termination date and the percentage of completion of each task.

18.3. TERMINATION FOR DEFAULT BY EITHER PARTY.
By giving written notice to the other party, either party may terminate the Contract upon the occurrence of one or more of the following events:

a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in the Contract, provided that, unless otherwise stated in the Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

b. The other party attempts to assign, terminate or cancel the Contract contrary to the terms hereof; or

c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy

petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of the Contract and shall state the party's intent to terminate the Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

18.4. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.
By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;

b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, or any covenant, agreement, obligation, term or condition contained in this Contract; or

c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of the Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by the Contract, or failure to provide the proof of insurance as required by the Contract.

18.5. NO SUSPENSION.
In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in the Contract, the Company agrees that it will not terminate the Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

18.6. CANCELLATION OF ORDERS AND SUBCONTRACTS.
In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

18.7. AUTHORITY TO TERMINATE.
The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager, or any designee of the City

Manager; or (b) the Department Director of the City Department responsible for administering this Contract.

18.8. OBLIGATIONS UPON EXPIRATION OR TERMINATION.
Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that is owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in this Contract.

18.9. NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.
Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

18.10. OTHER REMEDIES.
The remedies set forth in this Section and **Section 19** shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

19. TRANSITION SERVICES UPON TERMINATION.
Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition Services necessary to shift the Services of the Company to another provider or to the City itself as described below (the "Transition Services"). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable Services needed to effectuate an orderly transition to a new service provider.

20. CHANGES.
In the event changes to the Services (collectively "Changes"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a "Change Statement"). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a proposed Change Statement. If the receiving party does not accept the Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

21. CITY OWNERSHIP OF WORK PRODUCT.

21.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the "Intellectual Property"). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City's rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

21.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City's prior written consent, and shall treat the Intellectual Property as "Confidential Information" pursuant to Section 25 of the Contract.

21.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

22. RELATIONSHIP OF THE PARTIES.

The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

23. INDEMNIFICATION.

To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the

Services or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 23 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

24. SUBCONTRACTING.

Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

25. CONFIDENTIAL INFORMATION.

25.1. CONFIDENTIAL INFORMATION.

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

25.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its Companies, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new Products or Services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

25.1.2. *Information of the City or its Companies, contractors or licensors marked "Confidential" or "Proprietary."*

25.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by* the City.

25.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen.*

Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

25.1.5. *Citizen or employee social security numbers collected by the City.*

25.1.6. *Computer security information of the City*, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

25.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*

25.1.8. *Any attorney / City privileged information disclosed by either party.*

25.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

25.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*

25.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*

25.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility Services.*

25.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 25.1.3 through 25.1.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

25.2. RESTRICTIONS.
The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

25.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.

25.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement

incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.

25.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

25.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.

25.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and Companys (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.

25.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

25.2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

25.3. EXCEPTIONS.

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

25.3.1. Was already known to the Company prior to being disclosed by the disclosing party;

25.3.2. Was or becomes publicly known through no wrongful act of the Company;

25.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;

25.3.4. Was used or disclosed by the Company with the prior written authorization of the City;

25.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;

25.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.

25.4. UNINTENTIONAL DISCLOSURE.

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

25.5. REMEDIES.

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

26. INSURANCE.

26.1. TYPES OF INSURANCE

Company shall obtain and maintain during the life of this Contract, with an insurance Company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:

26.1.1. Automobile Liability - Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident and $1,000,000 property damage, or $1,000,000 combined single limit - bodily injury and property damage.

26.1.2. Commercial General Liability - Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate, or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this Contract.

26.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, $500,000 per accident limit, $500,000 disease per policy limit, $500,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

26.2. OTHER INSURANCE REQUIREMENTS.

26.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

26.2.2. The City of Charlotte shall be named as an additional insured for operations or Services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

26.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

26.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

26.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

27. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will

As a condition of entering into this agreement, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

28. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For the Company:	For the City:
_____	Karen Ewing
_____	City of Charlotte
_____ _____	Procurement Management Division
_____ _____	600 East Fourth Street, CMGC 9th Floor
_____ _____	Charlotte, NC 28202-2850
PHONE: _____	PHONE: 704-336-2992
FAX: _____ _____	FAX: 704-632-8254
E-MAIL: _____	kelmore@ci.charlotte.nc.us
With Copy To (Company):	With Copy To (City):
_____	Cindy White
_____	City of Charlotte
_____	City Attorney's Office
_____	600 East Fourth Street
_____	CMGC 15th Floor
_____	Charlotte, NC 28202
PHONE: _____	PHONE: (704)336-3012
EMAIL: _____	cwhite@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

29. MISCELLANEOUS.

29.1. ENTIRE AGREEMENT.

This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29.2. AMENDMENT.

No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.

29.3. GOVERNING LAW AND JURISDICTION.

The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

29.4. BINDING NATURE AND ASSIGNMENT.
This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.

29.5. CITY NOT LIABLE FOR DELAYS.
It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.

29.6. FORCE MAJEURE.

29.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.

29.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

29.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company

from performing its obligations for more than five (5) days, the City may terminate this Contract.

29.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.

29.7. SEVERABILITY.
The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

29.8. NO PUBLICITY.
No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.

29.9. APPROVALS.
All approvals or consents required under this Contract must be in writing.

29.10. WAIVER.
No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

29.11. SURVIVAL OF PROVISIONS.
The following sections of this Contract shall survive the termination hereof:

Section 4.3 "Employment Taxes and Employee Benefits"
Section 15 "Representations and Warranties of Company"
Section 18 "Term and Termination of Contract"
Section 21 "City Ownership of Work Product"
Section 23 "Indemnification"
Section 25 "Confidential Information"
Section 26 "Insurance"
Section 28 "Notices and Principal Contacts"
Section 29 "Miscellaneous"

29.12. CHANGE IN CONTROL.
In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

29.13. DRAFTER'S PROTECTION.
Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.

29.14. FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.
The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

29.15. CONFLICT OF INTEREST.
The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.

29.16. NO BRIBERY.
The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.

29.17. HARASSMENT.
The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.

29.18. TRAVEL UPGRADES.
The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract unless this Contract specifically requires reimbursement. If this Contract requires reimbursement by the City: (a) the City will only pay coach/economy rate airline fares, and (b) the Company's invoices shall include sufficient detail of travel expenses to demonstrate that fares were at coach/economy rates. Notwithstanding the forgoing, nothing in this provision shall preclude complimentary upgrades to first class or business class seating, mileage, points, or credits based upgrades, or upgrades paid for by the contractor so long as the City is not charged for or asked to reimburse the upgrade charge or the value of the miles, points, or credits used.

29.19. TAXES.
Except as specifically stated elsewhere in this Contract, the Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Services. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract

for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.

29.20. UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

29.21. COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
RISK MANAGEMENT DIVISION

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CHARLOTTE

Finance Office - Procurement Management

Addendum #1	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028

To: All Prospective Service Providers

Date: February 10, 2017

Subject: **Addendum #1 – RFP #269-2017-028**
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	27	4.13	Lead Time and Delivery	**Modification:** Paragraph #3: The first sentence has been revised as follows: The Company will ensure that all items are delivered fully fabricated by vendor and or its designated subcontractor on site as may be designated by the Participating Public Agency. Second sentence of this paragraph remains the same.
2	30	4.19.5	Installation	**Modification:** This section has been revised as follows: Proposal responses must include a defined and verifiable installation fee program. If fees are based on geographic location, proposals must include a clearly defined and verifiable installation fee chart for each applicable state, region, and/or location.
3	30-31	4.16	Price Adjustments	**Modification:** This section has been revised as follows: All proposed pricing shall remain firm through December 31, 2017. Suppliers may request price increases for consideration at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted in writing to the City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				compensate a Supplier for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.
4	39	Section 6 Form 4	Pricing Worksheet Design #2	**Modification:** Third bullet has been revised as follows: • Two (2) Climbers
5	52-63	Section 7	U.S. Communities Administrative Agreement	**Clarification:** All references to "Exhibit A" or "Exhibit B" refers to "Attachment A" or "Attachment B" of the U.S. Communities Administrative Agreement.
6	i	Checklist for submitting a Proposal	Environmental Purchasing Responses (Section 6, Form 9)	**Modification:** Form 9 was been added and is included in this Addendum #1 (see page 5). **This form must be completed and submitted with your Proposal response.**
7	46	Supplier Information	3. Company Annual Sales for 2014, 2015, 2016	**Modification:** The Header Row for the annual sales table has been revised as follows: SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016
7	99-120	Exhibit A	Sample City of Charlotte Contract	**Modification:** Exhibit A–Sample City Contract has been revised and replaced. New Sample Contract is included in this Addendum #1 (see pages 6-25). Please make sure to read the new sample contract and include any exceptions in your proposal response per Section 2.6.12 of the subject RFP document.
8	99-119	Exhibit A	Sample City of Charlotte Contract	**Clarification:** Any reference to "Exhibit" refers to Exhibits that will be included in the final awarded City of Charlotte Contract.
9	27 & 29	4.11 & 4.19.1	Literature and Catalogs & Pricing	**Company Question:** Is it okay to include a copy of the product catalog on a jump drive, or provide a link to our electronic catalog instead of providing a hard copy? **Answer:** Yes. Prefer the catalog on Jump Drive but will accept a link to electronic catalog as long as the appropriate information for this solicitation is provided in the electronic version.
10	16 & 51	2.6.2 & Section 7	Trade Secrets and Personal Identification & Financial Statements	**Company Question:** Do we need to provide 12 copies of financial statements (one with each proposal copy) if it's confidential information? **Answer:** No, two (2) hard copies of any trade secret or confidential information should be submitted in a

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
				separate sealed envelope, clearly marked per Section 2.6.2 of the subject RFP.
11	N/A	N/A	Question	**Company Question:** How do we address redundant questions in the RFP? **Answer:** Please address the question completely in the first section it appears. Then reference the previous section where you provided the information for all redundant questions in different sections.
12	28-29	4.19	Pricing	**Company Question:** Can we submit different fixed percentage discounts for multiple subcategories or each Category listed? **Answer:** Yes. Please itemize subcategories and provide fixed percentage discounts as appropriate for your company's pricing structure. EX: Under Category for Playground Equipment, you may have different discounts for themed equipment and stand along components.
13	40	Section 6 Form 4	Design 3	**Company Question:** Is it okay to substitute alternate Outdoor Fitness Equipment if it does the same thing as the brand/item stated in the RFP? Example: We have something that provides the same work14out as a Wobble Board, but it isn't called a Wobble Board. **Answer:** Yes, that will be acceptable as long as you identify it in the category of Outdoor Fitness Equipment.
14	34	Section 6 Form 2	Addenda Receipt Confirmation	**Supplier Question:** Should we acknowledge each addendum as it's issued or when we submit our proposal? **Answer:** Please acknowledge all addenda on Form4 of Section 6 and submit with your proposal response.
15	30	4.22	Prevailing Wages	**Company Question:** We do not have a set price list for prevailing wages as it can vary project by project, but we would be applying the same discount rate to the total install price for the job. Could you please describe further what would be defined as an exception? Perhaps an example? **Answer:** We are asking the Suppliers to provide any exceptions where they would not be able to comply with the prevailing wage requirements of the state or location in their proposal response.

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

Any Company not acknowledging receipt of an issued addendum may not be considered.

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring www.ips.state.nc.us or the City of Charlotte website at: http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
Evaluation Team
RFP File

REQUIRED FORM 9 – ENVIRONMENTAL PURCHASING RESPONSES

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Companies shall complete and submit the form below regarding the products or supplies required to perform the Services.

Question	Response
Recycled Content. Products must contain a certain percentage of recycled content. Please include the amount of recycled content, pre- and post-consumer, included in your product.	
Recyclability. Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.	
Biodegradability. Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.	
Post-Consumer Recycled Materials Please include the types of materials included in your products and if they contain post-consumer recycled materials.	

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Exhibit A – SAMPLE CITY CONTRACT

Final awarded Contract may differ slightly from this Sample.

As used in this Section of the RFP, the term "Contract" shall refer to the agreement entered into between the City and the Company, and the term "Company" shall refer to the vendor that has been awarded a contract.

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated JANURARY 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal."

WHEREAS, the City awarded this Contract on _____, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. **EXHIBITS.**
   The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

   EXHIBIT A: Discount Schedule, Price Lists, and Incentives

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EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network Of Distributors And Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. **DEFINITIONS.**
This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES**.

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONS AND ACCESSORIES:** The City may in its discretion purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them**.**

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A**.**

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), two-year renewal

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option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. BILLING. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to

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the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.
Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods. Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. GENERAL WARRANTIES. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of _____, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

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13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. DESIGN AND/OR MANUFACTURER REQUIREMENT: All Products and Services shall meet the Specifications set forth in Section __ of the RFP.

19. INSPECTION AT COMPANY'S SITE: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from

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time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc.).

20.3 Shipping. The Company shall follow all shipping instructions included in the RFP, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

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(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the RFP.

26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. **TERMINATION.**

29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each

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constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 **NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS.** Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City**.**

29.8 **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

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29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. **NO DELAY DAMAGES:** Under no circumstances shall the City be liable to the successful Company for any damages arising from delay, whether caused by the City or not.

30. **MULTIPLE CONTRACT AWARDS**. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. **RELATIONSHIP OF THE PARTIES**. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. **INDEMNIFICATION**: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

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The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the successful Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

Certificates of all required insurance shall contain the provision that the City will be given (30) days written notice of any intent to amend or terminate by either the insured or the insuring company. All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. **COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not

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discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time
The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON** CITY**'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

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a. Criminal records search,

b. Identification verification; and

c. Proof of authorization to work in the United States.

The Company agrees if any personnel do not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE**. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

39.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

39.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

39.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

39.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

39.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

39.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, and prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

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For The Company:	For The City:
	Procurement Management Division
	600 East Fourth Street
	Charlotte, NC 28202
	Phone:
	Fax:
	E-mail:
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE**: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;

B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and

C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

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Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 **CONFIDENTIALITY**.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.2 TRADE SECRETS. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.6 Citizen or employee social security numbers collected by the City.

42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

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42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.
The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be

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returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. **MISCELLANEOUS**

45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the RFP and the Proposals are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a

SAMPLE ONLY

state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding

SAMPLE ONLY

employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

SAMPLE ONLY

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS
By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.
This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

SAMPLE ONLY

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____ _____
DEPUTY FINANCE OFFICER **DATE**

Note: All Exhibits listed in Section 1 of this Contract will be included in the final Contract and will follow this page of the Contract.

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CHARLOTTE

Finance Office - Procurement Management

Addendum #2	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028

To: All Prospective Service Providers

Date: February 16, 2017

Subject: **Addendum #2 – RFP #269-2017-028**
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	36-40	Section 6 Form 4	Pricing Worksheet	**Modification:** Form #4- Pricing Worksheet has been revised as follows: 1. Design #2: The site dimension has been revised as follows: **Site Dimensions: 50ft. x 65 ft.** 2. Design #4 has been added. Please read carefully. **New Form #4 is included in this Addendum #2 and Companies must be sure to submit this revised Form #4 with your proposal response.**
2	N/A	N/A	Pre-proposal Sign-in Sheet	A copy of attendee sign-in sheet from the Pre-proposal meeting held on February 7, 2017 is attached.

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

Any Company not acknowledging receipt of an issued addendum may not be considered.

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring www.ips.state.nc.us or the City of Charlotte website at: http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
Evaluation Team
RFP File

Required Form 4 - Pricing worksheet

RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Cost must be in United States dollars rounded to the nearest quarter of a dollar. **If there are additional costs associated with the Services, please add to this chart.**

Proposal must include electronic copies (on flash drive) of manufacturer's listings, a published wholesale or retail price list, which is widely distributed to the marketplace, or other product literature which describes all the products being offered.

The price schedules must be a single percentage discount from published retail price list, or other verifiable published price list. Published price lists must be submitted annually and the same percentage of discount shall apply for the life of the contract. Pricing must be provided for every Product and Service included in your Proposal. Cost must be in United States dollars rounded to the nearest quarter of a dollar.

1. Please provide your verifiable price list(s):

CATEGORY	VERIFIABLE PRICE LIST NUMBER/DATE
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks, water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

2. Please provide your percentage discount off retail price for all products included each of the following categories. Please use additional sheets and list all categories that you are offering for this contract.

CATEGORY	PERCENTAGE (%) DISCOUNT
Playground Equipment (i.e. themed systems, stand-along activities, system components)	
Outdoor Fitness Equipment (i.e. challenge courses, strength building, multigenerational fitness, precision timing systems)	
Site Accessories (i.e. Benches, Picnic tables, Planters, Litter receptacles, Bike Racks)	
Surfacing (i.e. Pour in Place Rubber, Wood fiber, etc.)	
Related Products (i.e. Shade Structures skate parks,	

water parks)	
Services (i.e. Installation, Design, Layout, Repair, Maintenance, Removal, Disposal)	

3. Company must provide the following for each of the three (s) sample playground designs **(FOR EVALUATION AND PRICE COMPARISON ONLY)**:

   1) 3 dimensional Drawings
   2) Number of kids that can use the playground;
   3) Total number of play components:
      a. Number of ground level components
      b. Number of accessible ground level components
      c. Number of elevated components
      d. Number of accessible elevated components

   4) Play Structure Size
   5) Deck Sizes
   6) Itemized costs using proposed discounts and list prices to include all applicable costs, including, but not limited to:
      a) Each Structure or component (i.e. playground, site Accessories, shade, receptacles, etc.)
      b) Design Services
      c) Surfacing
      d) Installation
      e) Any other products or services that is associated with this sample.

   7) Diameter of Uprights
   8) Color options
   9) Minimum time needed from date of design to delivery of equipment
   10) **DO NOT** include freight in sample Playground pricing.

DESIGN 1:

Site Dimensions: 50 ft. x 125 ft.
Budget: $225,000 (must include all design, equipment, and installation costs)
Ages: Separate play area for 2 to 5 years old
Separate play area for 5-12 years old
Design: Bright, Colorful Playgrounds with Roofs

Playground will be serving a community with physical disabilities children. The Playgrounds design must include the minimum following components:

Inclusive play components that:

- Encourage development of sensory processing including proprioceptive and vestibular systems.
- Encourage social interaction within the playground.
- Provide opportunities for spinning, sliding, rocking and swinging incorporated with heights, motions and body positions.
- Provide opportunities for climbing, crawling, bouncing and balancing.
- Stimulate sensory experiences through tactile, auditory and visual components and events.
- Provide multiple levels of challenge (easy, moderate, difficult of the same type of activity).
- Are easy to transfer to and from a mobility device.

- Ensure a child in mobility device is in the middle of play.
- Requires limited provision of ramps.

2-5 Year Old Structure:

- One (1) Early Childhood (tot) Swings with sides
- One (1) Slide - 4 ft. maximum height
- One (1) Climber
- One (1) Crawl Tunnel
- One (1) Sand Box

5-12 Year Old Structure:

- One (1) Double Slide – 6 ft. maximum height
- One (1) Spiral Slide
- One (1) Net Climber
- One (1) Rock Climber
- Two (2) Wheel chair accessible ramps
- One (1) Bridge

Surfacing:
Bonded rubber fall surface to include **sub-base** (granite screening) and geo fabric.

Site Accessories:

- Four (4) 8ft Heavy Duty Picnic Tables with steel frame
- One (1) Sway Bench (12-gauge punched steel with 3.5" diameter posts.
- Three (3) Trash Receptacles
- Two (2) Heavy Duty 6-foot Benches with back, and armrest. Placed with good sightlines for monitoring children.

DESIGN 2:

Site Dimensions: 50ft. x 65 ft.
Budget: $85,000 (must include all design, equipment, and installation costs)
Ages: 5-12 years old
Design: Nature Themed with Neutral Colors

- One (1) Double Slide – 8 ft. maximum height
- One (1) Tube Slide
- Two (2) Climbers
- Four (4) Swings with a minimum of one (1) accessible swing.
- One (1) Balance Beam
- One (1) Transfer Station
- One (1) Bridge
- One (1) Zip-line

Surfacing:
Minimum of 12 inches compacted wood safety surfacing.

DESIGN 3:

Site Dimensions: 30 ft. x 45 ft.
Budget: $45,000 (must include all design, equipment, and installation costs)
Ages: 13+ years old
Design: Adult Outdoor Fitness

Comprehensive fitness package that offers flexibility, balance, strength, and low-impact aerobic workout activities, and includes the minimum following elements:

- One (1) Wobble Board
- One (1) Captains Chair
- One (1) Chest Press
- One (1) Lat Pull Down and Leg Press
- One (1) Trapeze Rack
- One (1) Recumbent Cycle
- One (1) Heavy Duty Bicycle Rack

Surfacing:

No Surfacing required.

DESIGN 4:

Site Dimensions: Separate play area for 6-23 months old = 30 ft. x 40 ft.
Separate play area for 2 to 5 years old = 55 ft. x 70 ft.
Separate play area for 5-12 years old = 70 ft. x 120 ft.
Separate play area for 12-17 years old = 70 ft. x 40
Separate sport & fitness area for 13+- adults = 70 ft. x 75 ft.

Budget: $1,250,000.00 (must include all design, equipment, and installation costs)
Ages: See ages included in Site Dimensions above.
Design: **This is an open ended design to allow Companies to demonstrate creativity, and showcase a variety of catalog offerings**.

This is a large scale recreational area to attract community support and visitors to provide recreational play and fitness for infants through senior citizens, and encourage teens and adults to be active, but should not include all sports related activities (i.e. basketball) in the 12-17 and 13+ year old areas.

Surfacing: Open ended to Company suggestions.

Site Accessories: Open ended to Company suggestions.

CITY OF CHARLOTTE
Finance - Procurement Management

Pre-Proposal Conference RFP# 269-2017-028 Date: ~~July 13, 2016~~ 2/7/2017 Time: ~~2:00 pm~~ 10:00 a.m.

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services

Company Name	Representative Name	Phone Number	E-Mail Address
PLAYCORE WISCONSIN D/B/A GAMETIME	DON KING	423.648.5891	DKING@GAMETIME.COM
KOMPAN Inc	JAY Cooke	508-243-2623	JAYCOO@KOMPAN.COM
"	Cindy Charlton	253-579-1015	CINCHA@KOMPAN.COM
"	Sidney Eriksen	737-444-8522	SIDERI@KOMPAN.COM
Alexis Turner	US Communities	214 629 2056	aturner@uscommunities.org
City of Charlotte	Jodi Mathews	6-7058	jodi.mathews@charlottenc.gov
Playworld	Sandra Polara	Conference Call	
Bryce Cooper	RCP Shelters	Conference Call	
Quality Coating	Sergey Belozerov	719 439 4110	belozerov_sergey@yahoo.com

CHARLOTTE.

Finance Office - Procurement Management

Addendum #3	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028

To: All Prospective Service Providers

Date: February 20, 2017

Subject: **Addendum #3 – RFP #269-2017-028**
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Please note the specification changes/modifications below for the RFP.

Item #	Page #	Section #	Specification(s)	Modification(s), Questions & Answers
1	38	Section 6 Form 4	3. Sample Playground Designs 1) 3 dimensional drawings	**Clarification:** All 3D drawings of sample playground designs may be submitted on larger paper sizes up to 32" x 44"

In order to constitute a complete proposal response you must acknowledge receipt of this addendum with the Addenda Receipt Confirmation Form 2 in Section 6 of the subject RFP in your Proposal.

Any Company not acknowledging receipt of an issued addendum may not be considered.

In the event additional changes or clarifications to this RFP are warranted, all Service Providers are responsible for monitoring www.ips.state.nc.us or the City of Charlotte website at: http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx for additional addenda.

We appreciate your interest in doing business with the City of Charlotte and look forward to receiving a Proposal from your company.

Sincerely,

Karen Ewing
Deputy Chief Procurement Officer

cc: Alexis Turner, U.S. Communities
Evaluation Team
RFP File

Solicitation ID:	34919	**Active Date:**	1/25/2017
Customer Ref #:	RFP #269-2017-0	**Inactive Date:**	3/16/2017
Title:	Playground Equipment and Related Products and Services	**Solicitation Type:**	RFP
Contact:	Karen Ewing	**Public:**	Yes
Organization:	Seattle, City of	**Estimated Value:**	100,000,000

Vendor Details:

Company Name	DBAName	Status	Match Code	Main Contact	Email	Phone	City

Vendor Summary:

Total Vendors	0
Total Veteran Owned	0
Total Washington Small Business	0

U.S. COMMUNITIES: Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services RFP #269-2017-028

January 26, 2017 by purchadmin

Click here to access Request for Proposal #269-2017-028.pdf

REQUEST FOR PROPOSALS
RFP # 269-2017-028

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

JANURARY 25, 2017

Dear Sir or Madam:

The City of Charlotte, North Carolina (herein "City" or "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

A **Non-Mandatory** Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **FEBRUARY 7, 2017, at 10:00 a.m.**, at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at

704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.

An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.

All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than **MARCH 16, 2017 at 2:00 p.m.**

Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:

Request for Proposals
Attention: Karen Ewing
[Name of Company Submitting Proposal]
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services
RFP # 269-2017-028

RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.

Sincerely,

Kay Elmore
Chief Procurement Officer

cc: Alexis Turner, U.S. Communities

RFP Project File

Filed Under: **Bids & Proposals**, **RFP #269-2017-028**

Supply of Sodium Hypochlorite ITB #SPU-3667

January 23, 2017 by **purchadmin**

Click here to access **Invitation to Bid #SPU-3667**.doc

ITB Due Date & Time: 2/17/17 @ 2 PM Pacific

Addendum Q&A: N/A

Optional Pre-Bid Conference: 1/27/17 @ 2 PM Pacific at 700 5th Avenue, Suite 4112 Seattle, WA

City Buyer: Sal Munoz, 206-684-8605

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #SPU-3667**

Overhead Door Repair & Maintenance ITB #CTY-3591

January 20, 2017 by **DS**

Click here to access **Invitation to Bid #CTY-3591**.doc

ITB Due Date & Time: 2/13/2017 at 3:00 PM

Addendum Q&A: 1/24/2017

Optional Pre-Bid Conference: 1/26/2017 at 3:00 PM at 700 5th Avenue, Suite 4112 Seattle, WA

City Buyer: David Stubblefield, 206-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #CTY-3591**

Difficult/Limited Access Drilling Services ITB #SPU-624R

January 12, 2017 by **DS**

Click here to access **Invitation to Bid #SPU-624R**.doc

ITB Due Date & Time: 1/30/2017 at 3:00PM

Addendum Q&A: 1/25/2017

Optional Pre-Bid Conference: 1/18/2017 at 11:00AM at 700 5th Avenue, Suite 4112 Seattle, WA

City Buyer: **David Stubblefield**, 206-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #SPU-624R**

CLOSED-Laboratory & Field Testing of Soil and Construction Materials ITB #CTY-2017

January 3, 2017 by **SS**

Click here to access **Invitation to Bid #CTY-2017**.doc

ITB Due Date & Time: 1/18/2017 at 4:00pm

Addendum Q&A: 01/06/2017

Optional Pre-Bid Conference: 1/10/2017 at 4:00pm at 700 5th Avenue, Suite 4112 Seattle, WA

City Buyer: Sara Schutt, 206-684-684-0456

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: Bids & Proposals, ITB #CTY-2017

U.S. COMMUNITIES: Tractors, Mowing Equipment, Implements, and Parts & Services RFP #17-6221

January 3, 2017 by purchadmin

Click here to access Request for Proposal #170009.pdf

Advertisement for Request for Proposals

Cobb County will receive Sealed Proposals before **12:00 noon, January 26, 2017** in the

Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060

No bids will be accepted after the 12:00 noon deadline.

Sealed Bid # 17 – 6221
Request for Proposal
Tractors, Mowing Equipment, Implements, and Parts & Services
Cobb County Purchasing Department

Pre-Proposal Meeting: January 12, 2017 @ 10:00 A.M.
Cobb County Purchasing Department
122 Waddell Street
Marietta, Georgia 30060

Proposals are opened at 2:00 p.m. in the Cobb County Purchasing Department, 122 Waddell Street, Marietta, Georgia 30060

No proposal may be withdrawn for a period of ninety (90) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

This solicitation and any addenda are available for download in PDF format on the Cobb County Purchasing website. **www.cobbcounty.org/purchasing.**

Advertise: December 30, 2016
January 6, 13, 20, 2017

Filed Under: **Bids & Proposals**, **RFP #17-6221**

CLOSED-Steel Transmission Tower Maintenance ITB #SCL-3652R (Re-bid)

December 22, 2016 by **purchadmin**

Click here to access **Invitation to Bid #SCL-3652R (Re-bid)**.doc

ITB Due Date & Time: 1/11/2017 at 2PM

Addendum Q&A: 01/09/2017

Optional Pre-Bid Conference: 12/29/2016 at 10AM located at 700 5th Avenue, Suite 4112, Room 4120, Seattle

Pre-Bid Conference Attendees List: 12/29/2016

City Buyer: David McLean, 206-684-0445

Evaluation and Award Decisions

Status Update: Intent to Award Issued

Bid Tabulation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #SCL-3652R (Re-bid)**

Organic Processing Services RFP #SPU-16-216-B

December 22, 2016 by **purchadmin**

Interested vendors are encouraged to review the RFP, background documents, and any RFP addenda online at **https://www.ebidexchange.com/seattle**. Note that you are required to complete a free registration to view, print or save documents posted on this website and to view contact information for other vendors who have downloaded documents from this website.

RFP Due Date & Time: January 23, 2017 at 3:00 PM

Addendum Q&A: refer to **https://www.ebidexchange.com/seattle**.

Optional Pre-Submittal Conference: Wednesday, January 4, 2017 in Conference Room SMT **4050/60 (40th Floor**) of the Seattle Municipal Tower Building, 700 Fifth Avenue, Seattle, WA 98104, from **10:00 AM to 11:00 AM**. Seattle Public Utilities will review the scope of work, vendor expectations, and answer questions from the prospective bidders.

City Contact: Kathy Peterson at 206-684-5084 or **mailto:kathya.peterson@seattle.gov**.

Filed Under: **Bids & Proposals**, **RFP #SPU-16-216-B**

CLOSED-Milling Machine ITB #SCL-1345

December 12, 2016 by **purchadmin**

Click here to access **Invitation to Bid #SCL-1345**.doc**x**

ITB Due Date & Time: 12/21/2016 at 3:00 P.M. Pacific Time

Addendum Q&A: 12/20/2016

Pre-Bid Conference (Optional)

	12/15/2016, 3:00 PM Pacific Time Pre-Bid conference to be held at the City Purchasing Office, 700 5th Avenue, Suite 4112, Seattle.If you are not able to attend in-person, you can join the conference by Skype or telephone: **Join Skype Meeting**
Pre-Bid Conference (Optional)	This is an online meeting for Skype for Business, the professional meetings and communications app formerly known as Lync. Join by Phone **206-386-1200** (US) English (United States)**844-386-1200** (US) English (United States)Conference ID: 574577

City Buyer: **Marlon R. Franada**, 206-684-4515

Evaluation and Award Decisions

Status Update: In Evaluation

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #SCL-1345**

Emergency/Disaster Shipping and Loading/Unloading Services ITB #FAS-3616

December 6, 2016 by **DS**

Click here to access **Invitation to Bid #FAS-3616**.doc**x**

ITB Due Date & Time: 12/29/2016 at 3:00PM

Addendum Q&A: 12/20/2016

Optional Pre-Bid Conference: 12/13/2016 at 3:00 PM at 700 5th Avenue, Suite 4112 Seattle, WA

City Buyer: **David Stubblefield**, 206-684-684-0452

Evaluation and Award Decisions

Status Update: N/A

Status & Award List: N/A

Executed Contract: N/A

Filed Under: **Bids & Proposals**, **ITB #FAS-3616**

1 2 3 Next Page »

ADA Notice Notice of Nondiscrimination
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STATE OF WASHINGTON -- KING COUNTY

--ss.

345633 No.

U.S. COMMUNITIES

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:PLAYGROUND EQUIPMENT

was published on

01/26/17 01/27/17 01/28/17 01/30/17 01/31/17 02/01/17 02/02/17

The amount of the fee charged for the foregoing publication is the sum of $532.00 which amount has been paid in full.

Subscribed and sworn to before me on

02/02/2017

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication

State of Washington, King County

U.S. Communities Government Purchasing Alliance

Master Agreement for Playground Equipment

Proposals Due: March 16

RFP# 269-2017-028

The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx.

Date of first publication in the Seattle Daily Journal of Commerce, January 26, 2017.

2/2(345633)

AFFIDAVIT OF PUBLICATION

DJC

MAKE IT OFFICIAL
DJC PUBLIC NOTICE

921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, City of Charlotte; Bid Location Charlotte, NC, Mecklenburg County; Due 03/16/2017 at 02:00 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **7** time(s) in the following issues:

1/27/2017 1/30/2017 2/1/2017 2/3/2017
2/6/2017 2/8/2017 2/10/2017

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **10th** DAY OF **February, 2017**

Nick Bjork

Notary Public-State of Oregon

OFFICIAL STAMP
MICHELLE ANNE ROPP
NOTARY PUBLIC - OREGON
COMMISSION NO. 934766
MY COMMISSION EXPIRES DECEMBER 18, 2018

CITY OF CHARLOTTE
MASTER AGREEMENT FOR PLAYGROUND EQUIPMENT, OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING AND RELATED PRODUCTS AND SERVICES
Proposals due 2:00pm, March 16, 2017
REQUEST FOR PROPOSALS
RFP# 269-2017-028

The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx.
Published Jan. 27, 30; Feb. 1, 3, 6, 8 & 10, 2017.

11260201

Alexis Turner
U.S. Communities
109 Christopher Columbus Dr Apt 206
Jersey City, NJ 07302-8546

Order No.: 11260201
Client Reference No: RFP# 269-2017-0

AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
RFP# 269-2017-028

STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: FEB 0 3 2017 **# Pages:** 1

Notary Name: COLLEEN E. SORANAKA First Judicial **Circuit**

Doc. Description: Affidavit of Publication

Notary Signature — FEB 0 3 2017 Date

COLLEEN E. SORANAKA ★ NOTARY PUBLIC No. 90-263 ★ STATE OF HAWAII

RFP# 269-2017-028

The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx .
(HTH958084 1/28, 1/29, 1/30, 1/31, 2/1, 2/2, 2/3/17)

Gwyn Pang being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the aforementioned newspapers as follows:

Honolulu Star-Advertiser 0 times on:

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 7 times on:
01/28, 01/29, 01/30, 01/31, 02/01, 02/02, 02/03/2017

West Hawaii Today 0 times on:

Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

Gwyn Pang

Gwyn Pang

Subscribed to and sworn before me this 3 day of February A.D. 20 17

Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2020

COLLEEN E. SORANAKA ★ NOTARY PUBLIC No. 90-263 ★ STATE OF HAWAII

Ad # 0000958084

SP.NO.: _____ L.N.

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269-2017-028 - Playground Equipment, Outdoor Fitness Equipment, Site Accessor... (Published)

Actions

- Actions
- Create Amendment
- Notify New Supplier
- Add Categories
- Cancel Solicitation
- View Task Assignments
- Clone Solicitation

- Preview
- Amendment
- Bid Results
- Award
- Audit

- Notice
- Documents
- Categories
- Print

Basic Information

Estimated Contract Value (CAD)

100,000,000.00 (Not shown to suppliers)

Reference Number

0000048357

Issuing Organization

U.S. Communities

Solicitation Type

RFP - Request for Proposal

Solicitation Number

269-2017-028

Title

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing

Source ID

PU.MU.USA.457357.C50448

Agreement Type

None

Details

Region

Canada, All of Canada, All of Canada

Purchase Type

Term: 2017/06/01 12:00:00 AM EDT - 2022/05/31 12:00:00 AM EDT

Dates

Publication Date

2017/01/26 09:17:54 AM EST

Question Acceptance Deadline

2017/02/15 05:00:00 PM EST

Questions are submitted online

No

Closing Date

2017/03/16 02:00:00 PM EDT

Bid Intent

Required

Notify Solicitation Owner

No (Not shown to suppliers in the abstract)

Bid Intent Deadline

2017/02/01 05:00:00 PM EST

Contact Information

Karen Ewing

7043362992

kewing@charlottenc.gov

Description

The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related...See more

Bid Submission Process

Bid Submission Type

Electronic Bid Submission

Pricing

Lump sum

Pricing

Lump sum

Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

<< Back to Solicitation List

269-2017-028 - Playground Equipment, Outdoor Fitness Equipment, Site Accessor... (Published)

Modifying this solicitation will cancel its scheduled publication. Once you have completed your modifications, you will have to re-publish the solicitation in order to reschedule its publication. Are you sure you want to modify this solicitation?

No Yes

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This document printed
Thursday, 01/26/2017

Contracting Opportunity

* * * This ad has not been published. It has been reviewed and pending publication. * * *

Title: Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Agency: U.S. Communities

Contract Number: 269-2017-028

Contract Term: Five years with two (2)- two (2) year extensions avaialble

Date of Issue: 01/27/2017

Due Date/Time: 03/16/2017 2:00 PM

County(ies): All NYS counties

Classification: Miscellaneous - *Commodities*

Opportunity Type: General

Entered By: Alexis Turner

Description: The City of Charlotte (the "Lead Public Agency"), on behalf of the U.S. Communities Government Purchasing Alliance, the members of the advisory board and all local and state government agencies, higher education and nonprofit entities that elect to access the Master Agreement is soliciting proposals to enter into a Master Agreement for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The resulting contract may be awarded to multiple suppliers. The RFP is subject to the Lead Public Agency's General Conditions & Instructions to Bidders. Proposals are due no later than 2:00 PM local time on March 16th, 2017. Additional information may be found at: http://charlottenc.gov/DoingBusiness/Pages/ ContractOpportunities.aspx.

* These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.

Contact Information

Technical Contact:	City of Charlotte Karen Ewing 600 East Fourth Street Charlotte, NC 28202 United States Ph: 704-336-2992
Primary contact:	U.S. Communities Operations U.S. Communities Alexis Turner Solicitation Manager 2999 Oak Road, Suite 710 Walnut Creek, CA 94597 United States Ph: 214-629-2056 aturner@uscommunities.org
Submit to contact:	U.S. Communities Operations U.S. Communities Alexis Turner Solicitation Manager 2999 Oak Road, Suite 710 Walnut Creek, CA 94597 United States Ph: 214-629-2056 aturner@uscommunities.org

Supporting document shown below:

The following supporting documents are available for download:

Document title	Description	Type
RFP Packet		pdf

To download these documents, please visit the New York State Contract Reporter website: http://www.nyscr.ny.gov

© 2017, Empire State Development http://www.esd.ny.gov/

Type:	Bid
Project Name:	Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services
Agency:	City of Charlotte/Mecklenburg County
Location:	Charlotte, NC 28202
Level Of Government:	County
Submittal/Due Date:	**3/16/2017 2:00 PM** **Due in 49 days**
Pre-Bid Meeting Date:	2/7/2017 10:00 AM
Agency Bid #:	269-2017-028
Publication Date:	1/25/2017
Last Updated Date:	1/25/2017
Onvia Reference #:	BID:34849525

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Specifications

Description:

REQUEST FOR PROPOSALS
RFP # 269-2017-028
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services
JANUARY 25, 2017
Dear Sir or Madam:
The City of Charlotte, North Carolina (herein "City" or "Lead Public Agency") on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies") is now accepting Proposals for Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.
A Non-Mandatory Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on FEBRUARY 7, 2017, at 10:00 a.m., at the Charlotte-Mecklenburg Government Center (CMGC), 600 East Fourth Street, Charlotte, North Carolina 28202, Conference Room 280 or via teleconference at 704-432-5488. Please bring a copy of the RFP with you at that time. All interested Companies should return a completed Request For Proposals Acknowledgement Form (see Section 6, Form 1) by the date stated in the schedule in Section 3.1 of this RFP.
An electronic copy of the RFP in Microsoft Word format may be obtained by contacting Karen Ewing at kewing@charlottenc.gov.
All Proposals are due to the Management and Financial Services, Procurement Management Division, 9th Floor, CMGC 600 East Fourth Street, Charlotte, North Carolina 28202, no later than MARCH 16, 2017 at 2:00 p.m.
Two (2) original Proposals signed in ink by a company official authorized to make a legal and binding offer, and ten (10) electronic copies of the Proposal on individual flash drives in a searchable format such as MS Word or Adobe Acrobat must be submitted in a sealed box or opaque envelope plainly marked with the Proposal number and service description as follows:
Request for Proposals
Attention: Karen Ewing
[Name of Company Submitting Proposal]
Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products & Services
RFP # 269-2017-028
RFP questions must be directed to Karen Ewing, Management and Financial Services, Procurement Management Division, per the enclosed instructions in Section 3.3. The City is an equal opportunity purchaser.
Sincerely,

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Kay Elmore
Chief Procurement Officer

Project Documents:	269-2017-028 RFP Playground E... Bid/Proposal Form
Products and Services:	**Primary:** Playground equipment, Exercise equipment

Project Scope

Maximum Contract Value:	$0.00

Agency Contact

Buyer:	Karen Ewing
Buyer Email:	kewing@charlottenc.gov
Buyer Phone:	p: (704) 336-2992
Agency:	City of Charlotte/Mecklenburg County
Owner Address:	600 E 4Th St Charlotte, North Carolina 28202
Owner Phone:	p: (704) 336-2472
Owner Website:	http://www.charmeck.org

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Most Recent Awards: City of Charlotte/Mecklenburg County

AWARD TITLE: PURCHASE OF COMMERCIAL...
VENDOR: WELLNESS SOLUTIONS, INC.

AWARD DATE: **01/13/14**

AWARD VALUE: **N/A**

AWARD TITLE: CCPA - COMMERCIAL FITN...
VENDOR: WELLNESS SOLUTIONS

AWARD DATE: **01/13/14**

AWARD VALUE: **N/A**

AWARD TITLE: PLAYGROUND EQUIPMENT S...
VENDOR: PLAYCORE WISCONSIN

AWARD DATE: **09/17/10**

AWARD VALUE: **N/A**

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Current Solicitations

Listed below are posting details and documents for competitive solicitations currently in progress. Resulting contracts will b made available through the U.S. Communities cooperative purchasing program.

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BY CATEGORY

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- Technology

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- Innovation Exchange

Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions

Lead Agency:
Fresno Unified School District, CA

Responses due: May 2, 2017

RFP Documents:

- RFP 17-21
- RFP 17-21 Addendum 1
- RFP 17-21 Addendum 2

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitications	March 27th, 2017 – May 2nd, 2017
Onvia/DemandStar	March 27th, 2017 – May 2nd, 2017
Fresno Unified School District	March 27th, 2017 – May 2nd, 2017
Canadian MERX Public Tenders	March 27th, 2017 – May 2nd, 2017
State of Hawaii, Louisiana and Oregon	March 27th, 2017 – May 2nd, 2017
Oregon Association of Counties	March 27th, 2017 – May 2nd, 2017

Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

Lead Agency:
City of Charlotte, NC

Pre-Proposal Meeting: February 7, 2017
Responses due: March 16, 2017

RFP Documents:

- RFP 269-2017-028
- RFP 269-2017-028 Addendum 1
- RFP 269-2017-028 Addendum 2
- RFP 269-2017-028 Addendum 3

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitications	Jan 25th, 2017 – Mar 16th, 2017
Onvia/DemandStar	Jan 25th, 2017 – Mar 16th, 2017
City of Charlotte, NC	Jan 25th, 2017 – Mar 16th, 2017
Canadian MERX Public Tenders	Jan 25th, 2017 – Mar 16th, 2017
State of Hawaii and Oregon	Jan 25th, 2017 – Mar 16th, 2017
Oregon Association of Counties	Jan 25th, 2017 – Mar 16th, 2017

Tractors, Mowing Equipment, Implements, and Parts and Services

RFP Documents:

- RFP 176221

Lead Agency:
Cobb County, GA

Pre-Proposal Meeting: January 12, 2017
Responses due: January 26, 2017

RFP 176221 Addendum 1

Postings

Posting Information:	Date Posted:
U.S. Communities: Current Solitications	Dec 30th, 2016 – Jan 26th, 2017
Onvia/DemandStar	Dec 30th, 2016 – Jan 26th, 2017
Cobb County, GA	Dec 30th, 2016 – Jan 26th, 2017
Canadian MERX Public Tenders	Dec 30th, 2016 – Jan 26th, 2017
State of Hawaii and Oregon	Dec 30th, 2016 – Jan 26th, 2017
Oregon Association of Counties	Dec 30th, 2016 – Jan 26th, 2017

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Exhibit 4

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Playground Solutions

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REQUEST CONTRACT INFORMATION

Overview

Contract Documentation

Playground Solutions
Sport & Fitness
What's New at KOMPAN
FAQs
Pricing and Shipping
Resources
New Products
New Promotions
Retention in Playgrounds
Case Studies

Pricing

OMNIA Partners participants can purchase KOMPAN playground products at the following discounts:

Category	Discount
Playground Equipment Price List (including components)	10%
Surfacing Materials Price List	10%
Site Furnishings Price List	12.5%
Services Price List	5%
Related Products Price List	5%

Price of KOMPAN	Additional Volume Discount

$100,000-$199,000	2%
$200,000-$499,999	5%
$500,000 and over	10%

Volume discounts will be applied to the net contract price. For example, an order that includes $210,000 will be calculated by first applying the 10% contract discount for a discounted price of $189,000 and next the volume discount will be applied to that discounted contract price: Ex: $189,000 x .95 = $179,550

Shipping

All shipments shall be F.O.B destination with freight charges prepaid and listed separately. Actual freight charges shall be added at the time of invoicing as determined and supported by the carrier's freight bill. Selection of the freight carrier shall be the option of the customer. Estimated freight charges shall be provided at the time of quotation. Additional cost for expedited delivery may be added.





Innovative & Inspired

Westminster Schools in Atlanta, GA turned to KOMPAN to help them design a playground that complemented the school's rigorous academic standards with rigorous play time. KOMPAN collaborated with students and teachers during the design process to makes sure their new playground reflected fun 'play with a purpose'.



Contact Information

Email: omniapartners@kompan.com
Phone: 800-426-9788
Fax: 866-943-6254

SUPPLIER WEBSITE

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

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Company name*

Agency Type *

Email*

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Contract No. 2017001135
Vendor No. 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Kompan, Inc. a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and incorporated into this contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to Kompan in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule and Price Lists
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Services
EXHIBIT G:	U.S. Communities Administrative Agreement
EXHIBIT H:	Confidentiality Terms

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Project.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements: Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM**. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

   4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth in Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

   4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES.** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the Proposal statutes, and provided the City is authorized by law to make such purchases without a formal Proposal process.

6. **DOCUMENTATION.** The Company will provide for all Products purchased under this Contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such Products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the Company for the Products and Services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit A. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENTS.**

   8.1 The price(s) stated in this Contract shall not increase for the entire five-year term of the Contract. The prices shall also not increase during the two (2), two-year renewal

option terms unless the City approves a price adjustment in writing in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials and in the cost of labor for Installation Services as set forth in Section 8.1.3 of this Contract. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs associated with the manufacture of the Products, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials and Installation Services. The request must state and fully justify the proposed price increase per unit or per installation over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 Except as provided below, no proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract. Price adjustments, including increases and decreases, shall be made for Installation Services in accordance with the percentage change in the U.S. Department of Labor Producer Price Index (PPI), Industry Group Construction – Item Code 2381-Foundation, Structure, and Building Exterior Contractors if such percentage exceeds two percent (2%). The percentage difference between the PPI issued for October, 2017, and the PPI issued for each October of the year of requested adjustment will determine the maximum allowable adjustment of the original Contract prices for Installation Services.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry

market. Any new or replacement items added may be subject to Proposal statute requirements. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING.** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. **REPORTING.** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. **AUDIT.** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Washington, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. **ADDITIONAL REPRESENTATIONS AND WARRANTIES**. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the Products and Services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. **COMPLIANCE WITH LAWS**. All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. **DELIVERY TIME.** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Proposal shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Proposal specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. **QUALITY**. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and high-grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT.** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. **INSPECTION AT COMPANY'S SITE.** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. **PREPARATION FOR DELIVERY.**

    20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

    20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

    20.3 Shipping. The Company shall follow all shipping instructions included in the RFP, the City's purchase order or in the Contract.

21. **ACCEPTANCE OF PRODUCTS/SERVICES.** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of Products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. **GUARANTEE.** Unless otherwise specified by the City, the Company guarantees the materials and workmanship on all Products and Services for the guarantee period associated with a specific product or services, as specified in Company documentation and quotation. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or

adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. **NO LIENS.** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. **MANUFACTURER OR DEALER ADVERTISEMENT.** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. **RIGHT TO COVER.** If the Company fails to comply with any term or condition of the Contract or the Company's response to the RFP, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

    (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

    (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the RFP.

26. **RIGHT TO WITHHOLD PAYMENT.** If Company breaches any provision of the Contract the City shall have the right to withhold all payments related to the breach due to the Company until such breach has been fully cured.

27. **OTHER REMEDIES.** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. **TERMINATION.**

    28.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

    28.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

        28.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

        28.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

        28.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and

performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

28.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

28.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or

28.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

28.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

28.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

28.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

28.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

28.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company

hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

28.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

28.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

28.8.3 Performing the transition service plan activities;

28.8.4 Answering questions regarding the Products and Services on an as-needed basis; and

28.8.5 Providing such other reasonable Services needed to effectuate an orderly transition to a new system.

29. **NO DELAY DAMAGES.** Under no circumstances shall the City be liable to the Company for any damages arising from delay in performance for reasons other than a Force Majeure Event.

30. **MULTIPLE CONTRACT AWARDS.** This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. **RELATIONSHIP OF THE PARTIES**. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. **INDEMNIFICATION.** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City

and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for Products, Services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured under the commercial general liability insurance for operations or Services rendered under this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 32.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five (5) years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. COMPANY WILL NOT SELL OR DISCLOSE DATA. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. **BACKGROUND CHECKS.** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

    a. Criminal records search,

    b. Identification verification; and

    c. Proof of authorization to work in the United States.

    The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform Services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. **DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

    38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

    38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

    38.3 Notify each employee that as a condition of employment, the employee will (i) aProposale by the terms of the prohibition outlined above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

    38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

    38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

    38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

    A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. **NOTICES**. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Kerrin Smith	Karen Ewing
Kompan, Inc.	Procurement Management Division
821 Grand Avenue Parkway	600 East Fourth Street
Pflugerville, TX 78660	Charlotte, NC 28202
Phone: 888.579.8223	Phone: 704.336.2992
Fax: 888.579.8224	Fax: 704.632.8254
E-mail: kersmi@kompan.com	E-mail: kewing@charlottenc.gov
With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING.** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. Could not have been prevented by reasonable precaution;
B. Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42. CONFIDENTIALITY. Each party shall adhere to the Confidentiality Terms stated in Exhibit H of this Contract.

43. MISCELLANEOUS.

43.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the RFP and the Proposal are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

43.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

43.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

43.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 43.8 constitutes an assignment.

43.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

43.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

43.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

43.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

43.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

43.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

43.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

43.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 12	"Audit"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 27	"Other Remedies"
Section 28	"Termination"
Section 32	"Indemnification"
Section 33	"Insurance"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 43	"Miscellaneous"

43.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

43.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

43.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or Services hereunder.

43.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single Product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no

financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

43.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

43.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

COMPANY:

BY: _____

PRINT NAME: KERRIN SMITH

TITLE: PRESIDENT

DATE: APRIL 26th, 2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: _____

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY: _____

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 5/11/17

Shelter Price List #3000-2017

Item No.	Description	Diameter	Price
SII-8032D-MR29	Steel Frame, 8000 Series, Double Tier Hexagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	$27,272
SII-8516P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	16'	$9,997
SII-8524P	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	24'	$16,363
SII-8516-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	16'	$10,139
SII-8524-FS	Steel Frame, 8500 Series, Octagonal Shelter with Fiberglass Shingles & Tongue & Groove Roof Decking	24'	$17,191
SII-8516-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	16'	$10,935
SII-8524-MR29	Steel Frame, 8500 Series, Octagonal Shelter with Metal Roof and Tongue & Groove Roof Decking	24'	$18,226
SII-8524DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	24'	$18,592
SII-8532DP	Pittsburgh, 8500 Series, Octagonal Shelter, All Steel with 24-Guage Pre-Cut Metal Roof	32'	$28,164
SII-8524D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	24'	$17,168
SII-8532D-FS	Steel Frame, 8500 Series, Double Tier Octagonal w Fiberglass Shingles & Tongue & Groove Roof Decking	32'	$29,285
SII-8524D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	24'	$20,055
SII-8532D-MR29	Steel Frame, 8500 Series, Double Tier Octagonal, with Metal Roof and Tongue & Groove Roof Decking	32'	$32,040
Prices do not include freight, installation or engineered drawings			

Musical Pieces Price List #4000-2017

Item No.	Description		Price
FRN-CADENCE	13 Note Tenor Marimba	In Ground	$3,790.00
FRN-CONTRABASSCHIMES	7 Aluminum Chimes	In Ground	$5,678.00
FRN-DUET	18 Note Resonated Xylophone/Marimba	In Ground	$3,726.00
FRN-IMBARIMBA	22 Note Resonated Marimba	In Ground	$4,682.00
FRN-LILYPADCYMBALS	10 Note Aluminum Discs	In Ground	$2,800.00
FRN-MANTARAY	36 Note Metallophone	In Ground or Surface Mount	$4,695.00
FRN-PAGODABELLS	8 Stainless Steel Bells	In Ground	$3,718.00
FRN-PEGASUS	23 Note Resonated Metallophone	In Ground	$4,549.00
FRN-SWIRL	26 Note Resonated Metallophone	In Ground	$5,652.00
FRN-TUNEDDRUMS	Set of 5 PVC Hand Drums-Normal	In Ground	$3,218.00
FRN-TODDTUNEDDRUMS	Set of 5 PVC Hand Drums-Toddler	In Ground	$3,609.00
FRN-YANTZEE	10 Bass Note Resonated Metallopho	In Ground	$4,308.00
FRN-ARIA	9 Note Non-resonated Xylophone	In Ground	$1,938.00
FRN-GRIFFIN	11 Note Resonated Metallophone	In Ground	$3,252.00
FRN-JACK	11 Note Resonated Metallophone on molded plastic frame	In Ground	$2,585.00
FRN-JILL	11 Note Resonated Marimba	In Ground	$2,585.00
FRN-MELODY	9 Note Resonated Xylophone	In Ground	$1,783.00
FRN-MERRY	11 Note Resonated Metallophone	In Ground	$2,619.00
FRN-RHYTHM	9 Note Resonated Marimba	In Ground	$1,783.00
FRN-PIPER	11 Note Resonated Marimba, fiberglass keys	In Ground	$2,602.00
	ENSEMBLES		
FRN-WEENOTES	Griffin, Merry & Piper	3 Weenotes	$7,702.00
FRN-STARTER	Duet, Drums & Yantzee	3 Instruments	$10,175.00
FRN-DELUXE	Imbarimba, Swirl, Yantzee, Drums	4 Instruments	$15,922.00
FRN-PREMIUM	Contrabass Chimes, Imbarimba, Swirl, Pegasus, Drums	5 Instruments	$21,194.00
FRN-SCULPTURAL	Contrabass Chimes, Lilypad Cymbals, Manta Ray, Swirl, Pagoda Bells & Aria	6 Instruments	$21,896.00
Prices do not include freight or installation			

Park Furniture Installation Price List #5000

STATE	DESCRIPTION	RATE
INSTALLATION	Installation of Park Benches	$270.00
INSTALLATION	Installation of Picnic Tables	$310.00
INSTALLATION	Installation of Litter Receptacles	$230.00
INSTALLATION	Installation of Bike Racks	$425.00
INSTALLATION	Installation of Swing Benches	$540.00
INSTALLATION	Installation of Planters	$310.00

Rates are a maximum allowable percentage rate under the contract.

Minimum Installation Fee of $5,000.00

Installation rates do not include Prevailing Wages. Please ask for a quote with Prevailing Wage Rates, if applicable.

Unless otherwise noted in the quote, the installation charge includes the below:

- **Receiving shipment on site and off-loading equipment**
- **Layout and excavation of footing holes for equipment provided by KOMPAN**
- **Assembly of equipment provided by KOMPAN**
- **Concrete footings (where applicable)**

Below is a list of services that are not automatically included in the quote for product installation, but may be available for an extra charge

Please inquire with your local KOMPAN sales associate for details:

- **Off-site disposal of packaging from delivered equipment**
- **Removal of excavated soil from site**
- **Additional site excavation not involving equipment footings**
- **Permits**
- **Storage of Equipment**
- **Site Fence – Security**
- **Installation in stages**
- **Non-standard working hours (i.e. nights, weekends, holidays)**

Unless otherwise noted, the quoted installation charge assumes the following site conditions:

- **Adequate access to the site for vehicles and equipment**
- **A flat, level site (less than 1% grade) with no existing surfacing, drain rock, or other landscaping material**
- **Clear markings of play site borders and finished grade height**
- **Good soil conditions for excavation (i.e. no large rocks, tree roots, underground structures, etc.)**
- **All underground utilities marked clearly by customer prior to installation crew arriving on site and without those utilities interfering with necessary footing holes**
- **If products are ordered as "surface mount" and will be anchored to an existing concrete slab, that the slab meets the thickness and strength requirements associated with the equipment.**

If any of the above site conditions are not met, this may result in an inability to complete the installation and/or may result in additional installation charges.

EXHIBIT B
INSTALLATION FEES

The following Installation Fees are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.







U.S. Communities Supplier Information Section 7 (continued)

- **By partnering with best in class suppliers of site amenities, surfacing and other associated playground products, KOMPAN ensures that we always offer the best quality and highest technologically advanced products in their class to the market.**

Qualifications, Experience and Project Management Capabilities

1. Identify your company's authorized distributors and installers by U.S. state:

KOMPAN's Authorized Distributors by U.S. state	
Distributor (Agency Partner)	**Territory by State**
ABC Playgrounds	Arkansas
All Play+	Pennsylvania
American Athletix	Ohio, Michigan
Creative Recreational Design, Inc.	New Mexico
Custom Playground Solutions	Missouri
Highwire	Washington, Hawaii, Alaska
Imagine Nation	Illinois, Iowa
K2 Recreation	Oregon, Idaho, Washington
Latta's	West Virginia
Meaning 2 Play	South Carolina
Playspace Design	Utah, Idaho, Montana, Nevada
Practice Sports	Nebraska
Recreation Insights	Kentucky, Indiana
Recreation Republic	California
Summit Recreation	Colorado, Wyoming
Ultimate Playgrounds	Wisconsin, Minnesota, North Dakota, South Dakota
Versa Sport	Kansas



Scope of Services Section 4

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

IPEMA certificates for the sample playgrounds are attached, labeled Exhibit 28

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

WEST ZONE	
Installer Name	**Installer Address**
PSI	1747 Colgate Dr. Thousand Oaks, California 91360
Central Coast Playgrounds	4285 Parkdale Lane, Santa Maria, California 93455
Cicero Engineering	1372 East Valencia Drive, Fullerton, California 92831
Who Built Creative	P.O. Box 5207, Petaluma, California 94955
Zasuetta Contracting Inc.	Po Box 866, Spring Valley, California 91976
Recreation Science	1310 Sierra Oaks Lane, Colfax, California 95713
T.J Janca Construction Inc.	2328 N. Batavia Street, Orange County, California 92865-2026
Playgrounds Unlimited	980 Memorex Dr. Santa Clara, California 95050
Perpetual Parks and Playgrounds	43407 Tylman Street, Temecula, California 95292
Creative Contractors	PO Box 80784, Rancho Santa Margarita, California 92688

(list continued next page...)

Scope of Services Section 4 (continued)

WEST ZONE	
Installer Name	**Installer Address**
Creekmore Recreation Specialists	3203 California Ave, Carmichael, California 95608
K2 Recreation Inc.	7227 N Philadelphia St #403, Portland, Oregon 97203
Takamine Construction	851 Leilani Street, Hilo, Hawaii 96720
Cascade Mini Excavating Inc.	1266 Bay Loop Southwest, Tumwater, Washington 98512
Cascadian Landscaping	21510 NW Farm Park Dr. Hillsboro, Oregon 97124
Community Playgrounds	200 Commercial, Vallejo, California 94589
G.R. Morgan Construction	10536 S.W. 25th Avenue, Portland, Oregon 97219
Goto Construction Inc.	42-273 Old Kalanianaole Hwy, Kailua, Hawaii 96734
Jayne's Brothers	704 Cayo Grande Court, Newbury Park, California 91320
R&R Construction Inc.	P.O. Box 8236, Bonney Lake, Washington 98390
Playco Park Builders Inc.	155 South Garrison Street, Lakewood, Colorado 94954
Progressive Playgrounds	12784 N. 3rd Street, Parker, Colorado 80134
Quality Time Recreation	PO Box 471, Clearfield, Utah 84089

(list continued next page...)





Scope of Services Section 4 (continued)

CENTRAL ZONE	
Installer Name	**Installer Address**
Midwest Playground Contractors	500 N. Pine St Suite 104, Chaska, Minnesota 55318
PG Playgrounds	5615 E. Huffman Drive , Kechi, Kansas 67067
Pro Installation Plus	5807 Hibiscus Trail, Crystal Lake, Illinois 60012
Vela Construction	24830 Outer Dr. Lincoln, Michigan 48146
Versasport	2705 N. Pepper Ridge, Wichita, Kansas 67205

EASTERN ZONE	
Installer Name	**Installer Address**
Avon Corporation	5621 Vine Street, Alexandria, Virginia 22310
Buzz Burger Inc.	500 S Whitehorse Rd, Phoenixville, Pennsylvania 19428
Custom Park Services	8019 E. Old Jessup Road, Jessup, Maryland 20794
Gassner Contracting	122 Markle Road, Belle Vernon, Pennsylvania 15012
Green Acres Landscape & Construction Co. Inc.	21 Malbone Street, Lakeville, Massachusetts 02347
Level Ground	6251 80th Street, Middle Village, New York 11379
Meaning 2 Play	106 Casco Bay Rd, Irmo, South Carolina 29063
P&J Lawn Landscaping Inc.	P.O. Box 104, Harwington, Connecticut 06791

(list continued next page...)

Scope of Services Section 4 (continued)

EASTERN ZONE	
Installer Name	**Installer Address**
P&P Installations	617 Tim Hill Rd (P.O Box 222), Marathon, New York 13803
Pat Corsetti Inc.	610 Fenimore Ave, Mamaroneck, New York 10543
Playtime Installs LLC	501 Maplewood Ave., Mohnton, Pennsylvania 19540
Probuilt	P.O. Box 991, Marshfield, Massachusetts 02050
Reale Associates Inc.	PO Box 2316, Ocean Bluff, Massachusetts 02065
Reese Construction	3720 Lucky Dr. Apex, North Carolina 27539
Rich Picerno Builders	500 Hoiles Drive, Kenilworth, New Jersey 07033
UA Construction	71 West 23rd Street, New York, New York 10010
Dicarlo Home Improvements	9974 Blackberry Lane, Great Falls, Virginia 22066

MULTIPLE ZONE	
Installer Name	**Installer Address**
Evans Recreation	P.O. Box 42607, Las Vegas, Nevada 89116
Playgrounds of the Rockies	3295 South Fairplay St, Aurora, Colorado 80014
Green Apex Roofing & Construction LLC	5333 Richmond Ave #15, Houston, Texas 77056
JP and Sons Contracting Inc.	18937 E Vía Del Verde, Queen Creek, Arizona 85142
Michigan Recreational Construction Inc. (MRC)	P.O. Box 2127, Brighton, Michigan 48116
Precision Playgrounds Holdings	6440 Southpoint Parkway, Floor 3, Jacksonville, Florida 32216
The Playground Guys Inc.	5600 SE Lamay Drive, Stuart, Florida 34997



EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

All freight charges are prepaid to the carrier by KOMPAN and added to the invoice as a separate line item to the customer.

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and are incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.







Scope of Services Section 4 (continued)

4.12 Warranty.

Proposals should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.

Warranty documents for all proposed products attached.

Warranty Response Time	
Product	**Response Time**
KOMPAN Playground Equipment	4 -8 business days*
KOMPAN Outdoor Fitness Equipment	4 -8 business days*
Engineered Wood Fiber	5 business days
Pour In Place Rubber	5-10 business days
Rubber Mulch	5 business days
Artificial Turf	5-10 business days
Rubber Tiles	5-10 business days
Site Amenities	5-10 business days
Shelters	5-10 business days
Shades	5-10 business days
Installation Services	1- 3 business days
	*For customized or discontinued products additional time may be required.

2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
KOMPAN's Warranty period start date will be at time of substantial completion.

3. Availability of replacement parts.
Replacement parts will at the minimum, be available for the duration of the warranty period.

4. Life expectancy of equipment under normal use.
KOMPAN has been producing playground equipment since the 1970's and we still have some equipment in the field from that time period. Local climate conditions, maintenance, and usage can affect the life expectancy of equipment. Equipment is built to last through several generations, and can last over 20 years if properly maintained.
The life expectancy of surfacing products is based on the climate, environment, proper drainage, usage and maintenance. The minimum life expectancy matches the number of years the product is under warranty. Site amenities have varied life expectancy based upon the type of materials and the care and maintenance of the product. The minimum life expectancy matches the number of years the product is under warranty.

5. Detailed information as to proposed return policy on all equipment.
Except as agreed to in writing, all items of Product returned will be subject to inspection and approval by KOMPAN prior to acceptance and will result in a restocking charge for all costs associated with the return, but not less than 50% of the full list price of such returned KOMPAN items or 75% for custom or third party items

EXHIBIT F
SCOPE OF SERVICES

The following Scope of Work is an Exhibit to and incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)
Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)
IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.
The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 New Products and Services.
New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 Replacement Parts.
The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency. Some parts may take longer than two weeks, and that will be communicated at the time the order is placed.

4.6 Surfacing Material.
Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 Installation.

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 Design.

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 Project Management.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 Safety.

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 Literature and Catalogs.

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 Warranty.

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 Lead Time and Delivery.

1. Company must provide a four (4) week lead time on limited number of configurations, with no up charge. Participating Public Agencies should consult with their local Sales Representative for Lead times for specific products as times vary based upon type of product.
    a. Most of the Company's bestselling Products are stocked in our Middletown, Pennsylvania storage facility and can be shipped for immediate delivery – one to seven days, dependent upon the delivery location.
    b. 64% of the Company's Products will be shipped for delivery from the east coast within five weeks.
    c. 26% of the Company's Products will be shipped for delivery from the east coast within eight weeks.
    d. The remaining 10% of the Company's Products have delivery times that are dependent on the customizations, color and material selections as these Products are highly specialized and a result of project collaboration with the customer.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 Optional Work.
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 Material Specifications.
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 Additional Requirements.
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 Performance Bond.
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 Reports.
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 Pricing.
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. One (1) firm fixed percentage discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.

For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID

3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.
Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.
Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.
All proposed pricing shall remain firm for the first year of the subsequent Contract (through June 30, 2018). Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.
Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.
Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT H
CONFIDENTIALITY TERMS

This Exhibit H is an exhibit to the Contract to Provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Kompan.Inc., a corporation doing business in North Carolina (the "Company"). Unless otherwise stated in this Exhibit, the defined terms stated herein shall have the same meanings ascribed to them in the main body of the Contract.

1. **CONFIDENTIAL INFORMATION**. "Confidential Information" means any information, in any medium (whether written, oral or electronic), obtained from the City or the Company or any of their respective suppliers, contractors or licensors which falls within any of the following general categories:

   1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of information of the City or the Company or any of their respective suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

   1.2. *Information marked "Confidential" or "Proprietary."*

   1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

   1.4. *Any attorney / client privileged information disclosed by either party.*

   1.5. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.*

   1.6. *Personal identifying information about individuals that the City is prohibited from disclosing by law*, including:
   (a) Social security or employer taxpayer identification numbers.
   (b) Drivers license (drivers license numbers are not included if the number appears on law enforcement records), State identification card, or passport numbers.
   (c) Checking account numbers.
   (d) Savings account numbers.
   (e) Credit card numbers.
   (f) Debit card numbers.
   (g) Personal Identification (PIN) Code as defined in G.S. 14-113.8(6).
   (h) Digital signatures.
   (i) Any other numbers or information that can be used to access a person's financial resources.
   (j) Biometric data.
   (k) Fingerprints.
   (l) Passwords.

   1.7. *The security features of the City's electronic data processing systems, information technology systems, telecommunications networks, and electronic security systems,*

including passwords, security standards, security logs, procedures, processes, configurations, software and codes.

1.8. *Local tax records of the City that contain information about a taxpayer's income or receipts.*

1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*

1.10. *Building plans of City-owned buildings or structures, as well as specific details of public security plans.*

1.11. *Billing information of customers compiled and maintained in connection with the City providing utility services.*

1.12. *Plans to prevent or respond to terrorist activity*, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system(s).

1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

The information described in Sections 1.1 through 1.13 is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this Exhibit H.

The parties acknowledge that Confidential Information includes information disclosed prior to execution of this Contract as well as information disclosed after execution.

Notwithstanding the above, contracts between the Company and the City are not Confidential Information and will be considered public records, except for attached exhibits that: (a) meet the legal requirements for trade secrets; and (b) are clearly identified as such.

2. **RESTRICTIONS AND REQUIREMENTS.** Each party shall comply with the following restrictions and requirements regarding Confidential Information:

2.1. Neither party shall copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by written agreement of the parties or by the written consent of the other party.

2.2. Neither party shall, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party, other than an agent, subcontractor or vendor of the City or the Company who: (a) has a need to know such Confidential Information for purposes contemplated by this Contract, and (b) has executed a confidentiality agreement incorporating substantially the form of this Exhibit H. Notwithstanding the foregoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted of the other to any third party without the City's prior written consent.

2.3. Neither party shall use any Confidential Information of the other for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

2.4. Neither party shall remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.

2.5. Each party shall use reasonable efforts to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the party upon which the demand is made shall notify the other party of the demand, and shall cooperate with and reasonably assist the other party in seeking a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

2.7. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information.

2.8. Each party shall restrict employee access to the Confidential Information of the other party to those employees having a need to know for purposes of carrying out the business relationships contemplated by this Contract.

2.9. The Company shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.

2.10. Each party shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Exhibit H. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Exhibit H, including compliance with the City's Restricted Data Policy.

2.11. The Company shall further ensure that each person who obtains access to Confidential Information through the Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to this Exhibit H and the City's Restricted Data Policy.

3. **EXCEPTIONS**. The disclosing party to this Contract agrees that the receiving party ("Recipient") shall have no obligation with respect to any Confidential Information that the Recipient can establish:

3.1. was already known to Recipient prior to being disclosed by the disclosing party;

3.2. was or becomes publicly known through no wrongful act of Recipient;

3.3. was rightfully obtained by Recipient from a third party without similar restriction and without breach hereof;

3.4. was used or disclosed by Recipient with the prior written authorization of the other party;

3.5. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Recipient shall first give to the other party notice of such requirement or request;

3.6. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Recipient shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

4. **DATA**. The Company will treat as Confidential Information all data provided by the City or processed for the City or for citizens under this Contract (including metadata). Such data shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.

5. **PUBLIC RECORDS**. Notwithstanding anything contained herein to the contrary, the parties recognize and acknowledge that the City is a subdivision of the State of North Carolina and is, therefore, subject to the North Carolina Public Records Act (the "Act") at N.C. Gen. Stat. 132-1 et seq. The parties further acknowledge that any Confidential Information that is a public record under North Carolina law may be released and disclosed by the City pursuant to the Act, and that any such release or disclosure shall not in any way constitute a breach of this Contract, nor shall the City be liable to the Company for such release or disclosure.

   In the event the City receives a request for disclosure of Confidential Information which the Company has specifically marked "Confidential" or "Proprietary" the City shall give the Company written notice of such request (the "Notice of Request for Disclosure"). In the event the Company has a reasonable basis for contending that the disclosure of such Confidential Information is not required by the Act, the Company shall within ten (10) days after receipt of the Notice of Request for Disclosure notify the City in writing of its objection to disclosure and the basis therefor. The Company shall indemnify, defend and hold harmless the City from and against all losses, damages, liabilities, costs, obligations and expenses (including reasonable attorneys' fees) incurred by the City in connection with any refusal by the City to disclose Confidential Information after receiving an objection to disclosure from the Company. If the City receives no written objection from the Company within ten (10) days after the Company's receipt of a Notice of Request for Disclosure, the City shall disclose the Confidential Information referenced in the Notice of Request for Disclosure.

   Notwithstanding the foregoing, the parties agree that the computer database information that the City is required to disclose under N.C. Gen. Stat. §132-6.1 shall not be deemed Confidential Information, and that the City shall be entitled to disclose such information without notice to the Company.

6. **REMEDIES**. Each party acknowledges that the unauthorized disclosure of the Confidential Information of the other will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if a party breaches its obligations hereunder, the other party

shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

Nothing in this Contract shall be deemed to eliminate or lessen any obligation either party may have at law with respect to protecting the confidentiality of Confidential Information, except as the provisions of this Contract expressly authorize the release of Confidential Information.

Contract#:2017001135
Amendment#: 5
Vendor#: 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIFTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 15th day of May 2019, by and between Kompan, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.

D. The City of Charlotte and the Company agreed to amend the contract on January 1, 2019 to unit price adjustments.

E. The parties now desire to amend the Contract to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
2. Defined terms used in this Fifth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fifth Amendment incorporates Third Party Products and Price List as specified in Exhibit A (attached).
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: _____
(signature)

PRINT NAME: J. Thomas J Enright

TITLE: President

DATE: 5/6/2019

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: Sabrina Joy-Hogg

TITLE: Deputy City Manager

DATE: 5/9/19

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

Contract#:2017001135
Amendment#: 4
Vendor#: 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2019, by and between Kompan, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The City of Charlotte and the Company agreed to amend the contract on September 1, 2018 to incorporate federal contract terms and conditions.

D. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Fourth Amendment incorporates unit price adjustments as specified in Exhibit A (attached). The aggregate increase of 4.4 percent (4.4%) as specified in Exhibit A and shall become effective on January 1, 2019.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: _____
(signature)

PRINT NAME: Thomas J Enright

TITLE: President

DATE: 12/12/2018

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: Sabrina Jay Hogg

TITLE: Deputy City Manager

DATE: 12/17/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 12/14/18

Exhibit A

2019 Price Adjustments

Contract#:2017001135
Amendment#: 3
Vendor#: 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS THIRD AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of September 2018, by and between Kompan, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Third Amendment incorporates Federal Contract Terms and Conditions as Exhibit I and attached hereto, due to new laws and requirements, effective July 1, 2018.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: _____
(signature)

PRINT NAME: Thomas J Enright

TITLE: President

DATE: 8/16/2018

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: Kim Eagle

TITLE: Assistant City Manager

DATE: 8/24/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Christee Gibson

TITLE: Bus Mgr

DATE: 8/23/18

Exhibit H

Federal Contract Terms and Conditions

This Exhibit is attached and incorporated into the Agreement to Provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services (the "Contract") between the City of Charlotte and Kompan, Inc.

Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately.

2. **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3. **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

4. **Clean Air Act and Federal Water Pollution Control Act**. Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

5. **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Company certifies that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, 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 and Federal contract, grant, loan, or cooperative agreement.
   b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
   c. The Company 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.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

9. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** In its performance under the Contract, the Company shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Company is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Company is required to pay wages not less than once a week.

10. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145).** In its performance under the Contract, the Company shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as

supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that the Company is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11. **Equal Employment Opportunity.** In its performance under the Contract, Company shall comply with the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract#:2017001135
Amendment#: 2
Vendor#: 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of May 2018, by and between Kompan, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The City of Charlotte and the Company agreed to amend the contract on January 1, 2018 to incorporate unit price adjustments and freight rate adjustments.

C. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This Second Amendment incorporates new products and unit price adjustments as specified in Exhibit A and becomes effective on May 1, 2018.
4. Section 5 of the Contract ("Optional Products and Services") is hereby appended as follows:

    5. *The City and Participating Public Agencies may elect to request quotations for additional products and services not specifically listed in the Company's proposal or this Agreement. The Company shall provide quotations for optional products and services as requested, to provide a full turnkey solution.*

6. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
7. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: _____
(signature)

PRINT NAME: JESPER KRISTENSEN

TITLE: FINANCE DIRECTOR

DATE: 4/10/18

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 4/28/18

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

DATE: 4/26/18

Contract#:2017001135
Amendment#: 1
Vendor#: 303668

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIRST AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "First Amendment") is made and entered into this 1st day of January 2018, by and between Kompan, Inc., a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties now desire to amend the Contract to make adjustments to unit pricing and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this First Amendment by reference.
2. Defined terms used in this First Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. This First Amendment incorporates unit price adjustments as specified in Exhibit A and becomes effective on January 1, 2018.
4. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
5. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this First Amendment to be executed as of the date first written above.

KOMPAN, INC.

BY: _____
(signature)

PRINT NAME: KERRIN SMITH

TITLE: PRESIDENT

DATE: 27/11/17

CITY OF CHARLOTTE:

BY: _____
(signature)

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 12/12/17

CITY OF CHARLOTTE:
INSURANCE AND RISK MANAGEMENT

BY: _____
(signature)

PRINT NAME: Christee Gibson

TITLE: Dis Mgr

DATE: 12/7/17

Robert Feld <robert.feld@lacity.org>

OMNIA Partners Registration Status

1 message

OMNIA Partners <info@omniapartners.com> Thu, Oct 24, 2019 at 1:26 PM
To: Robert Feld <Robert.Feld@lacity.org>

Your participation form has been processed.

Participant Organization:
City of Los Angeles Dept. of Recreation and Parks

Your Participating Agency Number:
5265956

You are eligible to access and utilize all the competitively solicited and publicly awarded agreements through OMNIA Partners, Public Sector (subsidiaries National IPA and U.S. Communities).

Details for all awarded contracts, as well as contracts in process and under evaluation, are available at www.omniapartners.com

If you need additional information or assistance with any of OMNIA Partners, Public Sector master agreements, please contact OMNIA Partners Member Services at 866-875-3299 or info@omniapartners.com

Thank you for your participation and we look forward to serving you and your organization.

The OMNIA Partners, Public Sector Team

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

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

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____ Date: _____

Agreement/Reference: _____

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

Limits

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

WC *Statutory*

EL _____

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers
☐ Jones Act

____ **General Liability** _____ _____

☐ Products/Completed Operations
☐ Fire Legal Liability _____
☐ _____

☐ Sexual Misconduct _____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

☐ All Risk Coverage
☐ Flood _____
☐ Earthquake _____

☐ Boiler and Machinery
☐ Builder's Risk
☐ _____

____ **Pollution Liability** _____

☐ _____

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

____ **Crime Insurance** _____

Other: _____

_____

_____

_____

TEMPLATE

Appendix D

Kompan, Inc.

Compliance Documents

Section II

COMPLIANCE PACKAGE

COMPLIANCE DOCUMENTS

REQUEST FOR PROPOSALS/BIDS/QUALIFICATIONS

Los Angeles Department of Recreation and Parks
Contracts Unit
221 N. Figueroa St. Suite 180
Los Angeles, CA 90012
Telephone: (213) 202-5621
Fax: (213) 202-2614 (cover sheet required)

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

COMPLIANCE DOCUMENTS – REQUEST FOR BID TABLE OF CONTENTS

	SUB SECTION I – Compliance Documents to be submitted by All Respondents	Initial
A.	Respondent's Signature Declaration and Affidavit	
B	Disposition of Proposals/Bids/Submissions of Qualifications	
C.	Certification of Compliance with Child Support Obligations	
D.	Contractor Responsibility Ordinance Statement	
E.	Contractor Responsibility Ordinance – Pledge of Compliance	
F.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	
G.	Business Inclusion Program	
H.	Municipal Lobbying Ordinance/Bidder Certification – CEC Form	
I.	Los Angeles Residence Information	
J.	Reporting Requirements After Award of Contract	
K	Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)	
L.	Equal Employment Practices Certification	
M.	Child Care Policies	
N.	Iran Contracting Act of 2010	
O.	Americans with Disabilities Act Certification	N/A after award
P.	Out Of State Bidders	
Q.	Contractor Governmental Project / Key Employee Reference Sheet	
R.	Information Release Form	
S.	Non Collusion Affidavit	

	SUB SECTION II – Compliance Documents to be submitted by Potential Awardees	
T.	Business Tax Registration Certificate	N/A after award
U.	City-Approved Proof of Insurance	N/A " "
V.	City-Approved Performance Bond	N/A " "
W.	Form W-9, Request for Taxpayer Identification Number (TIN) and Certification	N/A "
X.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms	N/A " "
Y.	Slavery/Border Wall/NRA Disclosure Affidavit	
Z.	Equal Benefits Ordinance Statement/First Source Hiring Ordinance Compliance Affidavit	

CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

SUB SECTION I

Compliance Documents to be submitted by All Respondents

SECTION A

RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT

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

INSTRUCTIONS:

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

Signatures:

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

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

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

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

AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, Eric Lewis

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

Treasurer

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

Is of Kompan, Inc. a Corporation
(Name of form business entity)

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

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

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

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

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

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

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

~~STATE OF CALIFORNIA COUNTY OF LOS ANGELES~~ STATE OF TEXAS COUNTY OF TRAVIS

Subscribed and sworn to before me this day of November 4, 2019.

ELIZABETH C. DEVINE
Notary Public, State of Texas
Comm. Expires 12-08-2021
Notary ID 4211070

(Signature)

Eric Lewis, Treasurer
Kompan, Inc.

(Month/Year)(Date) November 4, 2019

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

Resolution of the Board of Directors of
Kompan, Inc.
Delaware Corporation No. 2280195

WHEREAS, on 02 July 2019 Søren Andersen was appointed interim Treasurer of Kompan, Inc. (the "Corporation);

WHEREAS, it is the desire of the Board of Directors to relieve Søren Andersen from the position of interim Treasurer of the Corporation effective from end of business on 31 July 2019;

WHEREAS, it is the desire of the Board of Directors to appoint Eric Lewis as Treasurer of the Corporation effective from beginning of business on 01 August 2019;

NOW, THEREFORE, be it

RESOLVED, that effective from end of business on 31 July 2019, Søren Andersen shall be relieved from his position as interim Treasurer of the Corporation;

FURTHER RESOLVED, that effective from beginning of business on 01 August 2019, Eric Lewis shall be appointed Treasurer of the Corporation;

FURTHER RESOLVED that the Corporation's officers as of 01 August 2019 are the following:

Tom Enright	President	(Appointed 09 April 2018)
Peter Elkjær-Larsen	Vice President	(Appointed 09 April 2018)
Eric Lewis	Treasurer	(Appointed 01 August 2019)
Edward J. Wright, Jr.	Corporate Secretary	(Appointed 01 December 2008)

Signed this 2nd day of August 2019 in Odense, Denmark

Connie Astrup-Larsen,
Chairperson of the Board

Peter Elkjær-Larsen,
Vice Chairperson of the Board

SECTION B

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALFICATIONS

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

INSTRUCTIONS:

a. Sign the Document
b. Submit with the Response

Signatures:

The person signing must be authorized to bind the Respondent.

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

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

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

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

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

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

Signature of person authorized to bind proposer

Date November 4, 2019

Eric Lewis, Treasurer
Kompan, Inc.

SECTION C

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

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

CHILD CARE POLICIES

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

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

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

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

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

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

II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the "Child Care Declaration Statement" form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form".

III. Definition of a Stated Child Care Policy – A "Stated Child Care Policy" is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.

IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the "Child Care Declaration Statement."

A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve (12) to three hundred (300) children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school- age children; the center receives funds, goods and/or services from an employer which thus subsidizespart or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS
Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.

D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE
System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

E. PAID PARENTAL LEAVE
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars ($5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

H. CHILD CARE REFERAL SERVICES
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

I. PARENTING SEMINARS

Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. COUNSELING OF A SELF-SUPPORTING CENTER
Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. START-UP OF A SELF-SUPPORTING CENTER
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self- supporting basis.

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

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

N. FLEXIPLACE/WORK-AT-HOME
Company offers employees the option to work in their homes; may be available part- or full-time.

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

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

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

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

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

INSTRUCTIONS:

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

CITY OF LOS ANGELES
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that KOMPAN, Inc. will:

Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for it employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Order and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontractors and that subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Austin/Travis/Texas

City/County/State

November 4, 2019

Date

KOMPAN, Inc. 605 W. Howard Lane, Suite 101, Austin, TX 78753

Name of Business Address

Eric Lewis

Signature of Authorized Office or Representative Print Name

Treasurer, 1-800-426-9788

TitleTelephone Number

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

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

KOMPAN, Inc.	800-426-9788
Business Name	Telephone No.
605 W. Howard Lane, Suite 101, Austin, TX 78753	
Business Address	
	Eric Lewis, Treasurer
Signature	Title

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

	YES	NO
Part One		
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	☑	☐
If YES, please attach a copy		
Part Two	☑	☐
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?		
If YES, please check which from(s) of assistance		
Level I Assistance	☐	☑
Subsidized company child care center	☐	☑
Subsidized Network of child care homes	☐	☑
Child care reimbursement in addition to other benefits	☐	☑
Child care reimbursement in a flexible benefit package	☑	☐
Paid parental leave	☐	☑
Purchase of spaces for employees in community child care program(s) (centers or homes)		
Level II Assistance	☑	☐
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	☑	☐
Child care referral services	☑	☐
Parenting seminars	☑	☐
Counseling on work/family issues	☐	☑
Start-up of a self-supporting center	☐	☑
Start-up contributions to a "consortium center"		
Level III Assistance	☑	☐
Flexible work hours	☑	☐
Flex-place/work-at-home	☐	☑
Permanent part-time/job sharing	☑	☐
Work-at-home following maternity leave	☑	☐
Unpaid parental leave	☐	☑
Donations to enhance child care programs		
Other: (Describe) Please see attached Child Care Policy		

I HAVE READ AND COMPLETED:

(Signed) Eric Lewis, Treasurer	11/13/2019 (Date)

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

Do not write in this space

Date Filed: Expiration Date:

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the
Proposal/Bid/Submission of Qualification

The undersigned hereby agrees that will:

KOMPAN, Inc.
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Austin/Travis/Texas — City/County/State

11/13/2019 — Date

KOMPAN, Inc.
Name of Business

605 W. Howard Lane, Suite 101, Austin, TX 78753
Address of Business

Signature of Authorized Officer or Representative

Eric Lewis
Print Name

Treasurer
Title

800-426-9788
Telephone Number

KOMPAN
Let's play

November 13, 2019

RE: KOMPAN Child Care Policy

To Whom It May Concern:

This policy acknowledges the importance of quality, accessible child care to the individual, family, workplace and community. KOMPAN, after a review and due consideration, offers the following child care, child benefit/services:

PAID PARANTAL LEAVE – Employees are given at least 15 days of paid time off per year to choose as they see fit, including due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

UNPAID PARENTAL LEAVE – Employees are given at least 15 days of paid time off per year to choose as they see fit, including due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

UNPAID PARENTAL LEAVE – Employees are allowed up to 12 weeks of unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS – Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars ($5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

FLEXIPLACE/WORK-AT-HOME – Company offers employees the option to work in their homes; may be available part- or full-time, depending on the role.

Through our Employee Assistance Program:

- CHILD CARE REFERAL SERVICES: A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- PARENTING SEMINARS: Workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics.
- COUNSELING OF A SELF-SUPPORTING CENTER: Family or individual counseling services to support employees in the resolution of work/family issues.

Sincerely,

Isis Martinez
Sr. Human Resources Manager

SECTION D

CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:
http://bca.lacity.org/
Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Bidder shall refer to "Contractor Responsibility Ordinance", for further information regarding the requirements of the ordinance.

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

ARTICLE – CONTRACTOR RESPONSIBILITY ORDINANCE

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

2. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.

3. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.

4. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and

5. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance and requirement to notify Awarding Authorities within thirty (30) calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.403(a) of the Ordinance in performance of the subcontract.

INSTRUCTIONS:

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

CITY OF LOS ANGELES

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

1. What is the Contractor Responsibility Ordinance?

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

2. When was the Ordinance adopted?

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

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

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

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

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

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

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

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

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

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

5. When did the Ordinance become applicable?

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

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

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

7. What is a Responsibility Questionnaire?

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

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

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

9. Is a separate Questionnaire required for each IFB?

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

10. What will the City do with the Questionnaire?

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

How long will the Questionnaires be posted?

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

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

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

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

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

13. Are contract amendments subject to the CRO?

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

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

The CRO requires a contractor to:

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

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

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

What about subcontractors?

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

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

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

17. Are there any exemptions under the Ordinance?

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

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

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

All CRO-relatedinformationanddocumentscanbefoundontheCROwebsite: http://www.lacity.org/bidresp.

CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the proposal/bid/submission of qualification 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 thirty (30) days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

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

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

BIDDER/CONTRACTOR INFORMATION

KOMPAN, Inc. | Subcontractors Licenses to be used for this Submission.

Bidder/Proposer Business Name | Contractor's License Number

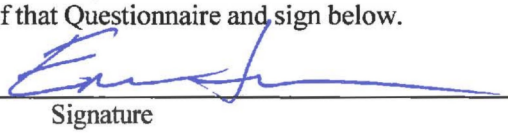
605 W. Howard Lane, Suite 101	Austin	Texas	78573
Street Address	City	State	Zip

Jon Teberg, Director, California	949-973-1226	
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.

Eric Lewis, Treasurer		11/04/2019
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 23

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: 11 / 26 / 1991 State of incorporation: Texas
List the corporation's current officers.
President: Thomas J. Enright
Vice President:
Secretary: Edward J. Write, Jr.
Treasurer: Eric Lewis

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

List those who own (5%) or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of five percent (5%) or more of the corporation's stock.

☐ **Partnership:** Date formed: / / State of formation:
List all partners in your firm. Use Attachment A if more space is needed.

☐ **Sole Proprietorship:** Date started: / /

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

☐ **Joint Venture:** Date formed: / /

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

C. OWNERSHIP AND NAME CHANGES

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

   ☑ **Yes** ☐ **No**

   If **Yes**, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns fifty percent (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 (5) 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 (5) years.

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

   ☐ **Yes** ☑ **No**

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

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

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

D. FINANCIAL RESOURCE AND RESPONSIBILITY

5. In the past five years, has your firm ever been denied bonding?

☐ **Yes** ☑ **No**

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

6. Is your firm now, or has it ever been at any time in the last five (5) years, the debtor in a bankruptcy case?

☐ **Yes** ☑ **No**

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

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

☐ **Yes** ☑ **No**

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

D. INSURANCE

8. In the past five (5) years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

☐ **Yes** ☑ **No**

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

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

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

☐ **Legally Self-Insured**

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

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three (3) years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1:2019 EMR-1:.900 YR 2:2018 EMR-2:.900 YR. 3:2017 EMR-3:.900

11. Within the past five (5) years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

☐ **Yes** ☑ **No**

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

E. PERFORMANCE HISTORY

12. How many years has your firm been in business? 49 years in business; 28 years in the US Years.

13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

☐ Yes ☑ No

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

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

☐ Check the box if you have not had any similar contracts in the last five (5) years.

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

☐ **Yes** ☑ **No**

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

16. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

☐ **Yes** ☑ **No**

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

17. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?

☐ **Yes** ☑ **No**

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

F. DISPUTES

18. In the past five (5) 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.

- Payment to subcontractors?

  ☐ **Yes** ☑ **No**

- Work performance on a contract?

  ☐ **Yes** ☑ **No**

- Employment-related litigation brought by an employee? Work performance on a contract?

  ☐ **Yes** ☑ **No**

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

☐ **Yes** ☑ **No**

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

20. In the past five (5) 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

21. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

☐ **Yes** ✓ **No**

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

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

☐ **Yes** ☑ **No**

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

23. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ **Yes** ✓ **No**

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

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

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

BUSINESS INTEGRITY

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

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

    ☐ **Yes** ☑ **No**

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

    ☐ **Yes** ☑ **No**

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

    ☐ **Yes** ☑ **No**

26. In the past five (5) years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

    ☐ **Yes** ☑ **No**

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Eric Lewis, Treasurer		11/04/2019
Print Name, Title	Signature	Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page

Kompan, A/S, Denmark, owns 100% of Kompan, Inc., USA.

Kompan Reference List Last 5 Years Similar Projects Anticipated

Customer	City	ZIP	Contact	Phone	Actual Revenu	Order Date
City of Grand Prairie	Grand Prairie	75050	Rick Herold	2147245670	$ 1,688,436	9/26/2018
Tuscaloosa City Board of Edu.	Tuscaloosa	35401	Ed LaVigne	2057593557	$ 1,524,150	2/10/2017
Westminster Schools	Atlanta	30327	Foroud Azimi	4043603013	$ 1,003,377	12/16/2018
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 651,911	2/10/2017
Arlington County Department of Parks & Recreation	Arlington	22201	Aaron Wohler	7032287980	$ 569,891	11/6/2018
DC Public Schools	Washington	20002	Bridget Stesney	2024800862	$ 499,863	6/10/2019
Harris County PCT 2	Houston	77015	Kyle Kelley	7132742070	$ 494,231	8/31/2017
Yonkers Parks, Rec, & Cons.	Yonkers	10701	Gino Pugliese	9143776431	$ 400,384	12/4/2017
U-GRO Learning Centers	Hummelstown	17036	Gregory Holsinger	(717) 561-2201	$ 397,419	2/10/2017
Ridgefield Parks & Recreation	Ridgefield	06877	Paul Roche	2034312755	$ 369,595	2/9/2017
Gulliver Academy	Miami	33156	Meredith Feder CFRE	305.666.6333 398. 2887	$ 367,167	2/10/2017
CREC of Hartford	Hartford	06106	Brad Adams	8602506426	$ 359,059	2/10/2017
Yonkers Parks, Rec, & Cons.	Yonkers	10701	Gino Pugliese	9143776431	$ 339,604	2/10/2017
Edwards Construction	Ocala	34474	Kristy Sargent	3528546266	$ 338,918	6/28/2018
City of Walnut	Walnut	91788	Carol Partridge	9093480751	$ 316,618	7/20/2017
City of Hoboken	Hoboken	07030	Leo Pellegrini	2014202012	$ 315,498	2/10/2017
East Midtown Plaza	New York	10010	Geri Roberson	212-679-4342	$ 313,110	11/13/2017
Bennett Elementary School	Bellevue	98008	Jackie Cediel-Torres	(425) 456-4511	$ 304,935	11/13/2017
City of South Fulton Parks & Rec	Atlanta	30336	Calvin Jones	4708097163	$ 299,760	1/10/2019
Park & Recreation Ass. Sag Harbor New York,Inc	Sag Harbor	11963	Linley Hager	516 429-1808	$ 298,963	1/2/2019
Mount Vernon Central School District	Mount Vernon	10553	Ken Silver	9146655000	$ 295,038	9/3/2017
E Street Park	San Bernardino	92410	Kerrin Smith	253579-1022	$ 285,210	9/5/2017
MacKay Construction Services	Wilmington	01887	Kyle Annutto	7817601885	$ 282,625	11/13/2017
West Tisbury School	West Tisbury	02575	Mary Boyd	5086967738X133	$ 274,421	2/10/2017
Texas Scottish Rite - CNC	Frisco	75034	Kyle Redding	330-718-8623	$ 273,201	4/22/2017
Hyde Park Baptist Elementary	Austin	78751	Marcy Canfield	5124658319	$ 270,000	8/18/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 262,687	2/10/2017
Ronald C. Wornick Jewish Day School	San Mateo	94404	Barbara Gereboff	6503782606	$ 259,709	5/23/2017
British School of Houston	Katy	77449	Kate Fuller	713-290-9025	$ 257,784	11/12/2018
Southminster, Inc.	Charlotte	28210	Tracy McGinnis	7045517129	$ 256,349	2/10/2017
Boone Park South	Jacksonville	32205	Kim Clontz	9043054111	$ 255,703	2/10/2017
U-Gro Learning Centres	Harrisburg	17111	Phil Hollinger	717-510-9904	$ 249,753	9/3/2017
Newton County Schools	Covington	30014	Tom Garrett	7707871330	$ 249,353	1/10/2019
Holder Construction Company	Atlanta	30339	Matt Henderson	7709883000	$ 247,713	11/6/2018
City of Everett	Everett	02149	Lara Wehbe	(617) 394-2288	$ 246,968	9/4/2017
Voyagers Park	Cloquet	55720	Melissa Guffey	317-578-0588	$ 245,975	10/4/2017
Mecklenburg County	Charlotte	28208	Brian Bennett	9803142539	$ 232,773	6/24/2019
City of Jacksonville	Jacksonville	32202	Matt Schellenberg	(904) 630-1388-	$ 228,616	9/20/2018
LA County Parks & Rec	Los Angeles	90020	William Hayes	(626) 588-5336	$ 225,884	1/28/2019
City of Waxahachie	Waxahachie	75165	John Smith	469-309-4271	$ 225,701	9/20/2017

ATTACHMENT B FOR SECTIONS D THROUGH I

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ATTACHMENT B FOR SECTIONS D THROUGH I

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Post ISD	Post	79356	Gary Graves	8064540715	$ 220,582	2/9/2017
City of Saratoga Springs	Saratoga Springs	12866	John Hirlman	5185873550	$ 219,744	11/13/2017
Nassau County School District	Fernandina Beach	32034	Sue Farmer	9044919861	$ 219,343	9/3/2017
St. Catherine's School	Richmond	23226	Annie Kapetanis	8042882804x3142	$ 217,726	8/21/2018
Volusia County Parks and Rec	Deland	32720	Chris Lessig	386-736-5953	$ 213,073	2/9/2017
Stone Mountain Memorial Assoc.	Stone Mountain	30083	Duane Studdard	7704985679	$ 210,318	2/10/2017
Titletown	Green Bay	54304	Michele Kuhlman	847-640-0904	$ 207,546	8/27/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 206,337	2/10/2017
Ganns Middle Valley ES	Hixson	37343	Allyson DeYoung	4238434700	$ 204,465	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 201,705	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 201,437	2/10/2017
RODNEY ROBINSON, LAs	Wilmington	19806	GEOFFREY ANDERSON	3028881544	$ 201,245	2/9/2017
Glenwood Elementary School	Short Hills	07078	David Jasin	9733797576	$ 200,916	2/10/2017
TBG Austin	Austin	78701	Jamie Sims	5123271011	$ 200,000	8/18/2017
Wake County Public Schools	Raleigh	27610	Elizabeth Sharpe	919-850-1600	$ 199,748	2/9/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 198,341	2/10/2017
Incorporated Village of Southampton	Southampton	11968	Gary Goleski	631 445-7657	$ 195,111	11/9/2018
City of Atlanta Parks	Atlanta	30303	Daniel J. Calvert	4045467909	$ 193,069	2/9/2017
City of North Richlands Hills	North Richland Hills	76180	Joe Pack	8174276622	$ 190,000	11/13/2017
Yeshiva of Greater Monsey	Spring Valley	10977	Jordan Most	9146457049	$ 188,910	10/6/2017
North Haven Park	Sag Harbor	11963	Dianne Skilbred	6317252735	$ 188,305	12/4/2017
City of Vestavia Hills	Birmingham	35216	Jason Burnett	2059780177	$ 187,234	2/9/2017
Billingsley Architecture	Chattanooga	37450	Angela Russ	4237520030	$ 186,090	2/9/2017
Eisenhower Property Group	Tampa	33609	Ryan Motko	813- 887-3130	$ 183,968	12/5/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 183,683	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 183,523	2/10/2017
Flint Hill School	Oakton	22124	Anne Peterson	7035842300	$ 181,491	2/10/2017
Eisenhower Property Group	Tampa	33609	Ryan Motko	813- 887-3130	$ 179,691	1/10/2018
Chicago Public Schools	Chicago	60603	Richard Vogt	7735535181	$ 179,466	2/10/2017
Landscape DE	Miami	33155	Douglas Thompson	3052159683	$ 177,596	11/12/2018
Arcadis	Atlanta	30339	Alisha Smith	7704318666	$ 176,873	11/13/2017
Nassau County School District	Fernandina Beach	32034	Sue Farmer	9044919861	$ 175,903	9/3/2017
McDougle Elementary	Chapel Hill	27516	Kristin Bartone	9199692435	$ 175,267	11/12/2018
Albany Parks & Recreation	Albany	12209	Jonathan Jones	5184345699	$ 174,454	1/10/2018
Roanoke Rapids Graded SD	Roanoke Rapids	27870	Robbie Clements	252-519-7121	$ 173,550	12/5/2017
New Castle County	New Castle	19720	Paul Johnson	3023955720	$ 172,118	2/10/2017
Widener Partnership Charter Sc	Chester	19013	Jazmin Torres	6108721358	$ 170,510	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 170,375	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 169,742	2/10/2017
Annunciation Day School	Atlanta	30329	Joanna Gordon	404 565-2850	$ 169,341	4/30/2019
Sports Fields, Inc	Canton	30114	Rob Ryan	6787108585	$ 168,958	2/10/2017

ATTACHMENT B FOR SECTIONS D THROUGH I

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BMLA Landscape Architecture	Corona	92879	Baxter Miller	9517371124	$ 168,728	11/12/2018
DC Department of Parks & Recreation	Washington	20002	Brent Sisco	202-202-615-9824	$ 168,282	11/13/2017
Flint Hill School	Oakton	22124	Anne Peterson	7035842300	$ 166,654	2/10/2017
Albany Parks & Recreation	Albany	12209	Elisabeth Draper	5184345699	$ 165,159	2/9/2017
City of Doral	Miami	33166	Barbara Hernandez	3055936725	$ 163,187	2/10/2017
Fort Lauderdale Park & Rec	Fort Lauderdale	33312	Tom White	9548287275	$ 162,702	2/10/2017
Northington Elementary School	Tuscaloosa	35404	Ingrid Edwards	2057593622	$ 162,327	2/10/2017
Montgomery County Parks & Rec	Christiansburg	24073	Mitchell Haugh	5403826975X4126	$ 162,174	2/9/2017
LPA Inc	San Antonio	78204	Travis Rice	2105036202	$ 161,982	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 160,078	2/9/2017
Albany Parks & Recreation	Albany	12209	Jonathan Jones	5184345699	$ 159,807	11/27/2017
Lennar Homes	Jacksonville	32256	Zenzi Rogers	904-380-0853	$ 158,750	4/5/2018
City of Cullman	Cullman	35056	Nathan Anderson	2565315234	$ 158,355	2/9/2017
Scarsdale Parks and Rec	Scarsdale	10583	Jason Marra	9147221160	$ 157,554	2/10/2017
City of Palm Coast	Palm Coast	32164	Carl Cote	386-986-3748	$ 155,643	1/10/2018
Liberty Park at Andrews	Andrews Air Force Base	20762	Daniel Moore	3015991418	$ 153,302	1/22/2018
Trust for Public Land	Philadelphia	19102	Danielle Denk	2675195303	$ 153,129	1/14/2019
Moss & Associates, LLC	Oceanside	92058	Scott Belknap	7605758996	$ 151,877	2/9/2017
City of Pearland	Pearland	77581	Michelle Graham	2814128929	$ 150,387	2/10/2017
Chuck Camp Park	Smyrna	30082	Richard Garland	7704312842	$ 149,999	10/6/2017
Volusia County Parks and Rec	Deland	32720	Chris Lessig	386-736-5953	$ 149,958	9/20/2017
Mooresville Parks and Recreation	Mooresville	28115	Daniel Stines	7046632801	$ 149,898	9/3/2017
City of Hoboken	Hoboken	07030	Leo Pellegrini	2014202012	$ 149,783	9/4/2017
Bermello Ajamil	Miami	33133	Randy Hollingworth	3058592050	$ 148,547	2/10/2017
Riverton Square LLC	New York	10037	Kimberlee Garland	(212) 721 5500	$ 148,414	8/26/2017
Martinson Elementary School	Marshfield	02050	Marcy Strazer Concanno	7815364417	$ 147,706	9/3/2017
Albany Parks & Recreation	Albany	12209	Elisabeth Draper	5184345699	$ 147,357	2/9/2017
Children's Courtyard Grapevine	Grapevine	76051	Mike Emery	903-357-3154	$ 147,218	8/28/2017
Deerfield School	Short Hills	07078	Kelly Salazar	9733794843	$ 146,686	2/10/2017
National Hockey League	New York	10036	Andrew Ference	4034704598	$ 145,758	6/28/2019
Children's Day School, Inc.	Greenwich	06831	Sara Champion	2036371122	$ 144,942	2/9/2017
YMCA of Metropolitan Atlanta	Atlanta	30303	Jeff Kowalcyk	4045889622	$ 143,532	2/10/2017
Albany Parks & Recreation	Albany	12209	Jonathan Jones	5184345699	$ 143,480	1/10/2018
Radha Madhav Society	Duluth	30096	Priyabrata Barik	3135057432	$ 143,350	2/10/2017
Lennar Homes, LLC	Orlando	32821	Mark McDonald	4075864062	$ 143,135	2/12/2018
Johnson County Parks and Recreation	Lenexa	66219	Bill Maasen	9138263425	$ 142,725	7/19/2018
Volmar Construction, Inc.	Brooklyn	11232	Isak	7188322444x147	$ 142,250	2/10/2017
Light Farms	Celina	75009	Jodi House	2147440757	$ 141,634	1/29/2018
Brush Park	Mount Vernon	10550	Darren Morton	9146997230x 120	$ 141,533	11/13/2017
Flint Hill School	Oakton	22124	Anne Peterson	7035842300	$ 141,254	2/10/2017
Morning Star School	Jacksonville	32211	Maria Johnson	9049625080	$ 140,633	1/29/2018

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Town of Chelmsford MA	Chelmsford	01824	Nick Parlee	9782505203	$ 140,108	8/27/2017
Star of Hope Cornerstone Community	Houston	77051	Gabriela Kocian	713-440-5364	$ 139,535	8/27/2017
City of Providence	Providence	02903	Brian Byrnes	4017859450	$ 139,049	11/12/2018
Brookstone Construction	Houston	77092	Steven Turner	7136838800	$ 139,044	2/10/2017
Killingly Central School	Dayville	06241	Jo-Ann Gallo	860-779-6750	$ 138,259	11/6/2018
Recreation Republic	San Marcos	92069	Chrissy Mis	330-460-0972	$ 137,216	11/7/2018
Paraiso Park	Miami	33137	Francela Veliz	3057418584	$ 136,769	2/9/2017
City of Quincy	Quincy	32351	Paul Franz	8506180042	$ 135,864	1/23/2019
The Bolles School	Jacksonville	32217	Nancy Greene	9047339292x5068	$ 135,328	2/9/2017
Holy Child School at Rosemont	Bryn Mawr	19010	Kristen Luke Brooks	(610) 922-1000	$ 135,155	11/12/2018
Maricopa County Early Ed. Div	Mesa	85210	Michelle McClintock	4804649669	$ 135,033	9/4/2017
Blackwell Construction	Studio City	91604	Jerry Lopez	8187556611	$ 134,955	5/19/2017
St. Margaret Mary Catholic Sch	Winter Park	32789	Katie Walsh	4076447537	$ 134,121	8/27/2017
Bent Tree Apartments	Centreville	20121	Elena Sylos Labini	301-968-1420	$ 133,761	6/10/2019
Tullytown Borough	Bristol	19007	Alison Smith	2159450999	$ 132,371	9/19/2017
King Abudullah Academy	Herndon	20171	Dave Norden	7038212045	$ 131,132	2/10/2017
City of Boston	Boston	02118	Nathan Frazee	6179613006	$ 130,676	1/14/2019
City of South Fulton Parks & Rec	Atlanta	30336	Tony Phillips	4046125347	$ 130,169	2/9/2017
Town of Amherst	Buffalo	14221	Mary-Diana Pouli	7166317051	$ 128,852	2/9/2017
Sprayberry Education Center	Northport	35476	Neal Guy	2053422660	$ 128,008	2/10/2017
St. Bridget Catholic School	Richmond	23226	Pat Ross	8042881994	$ 127,829	2/9/2017
Finesse Creations Inc	Brooklyn	11210	Gitty Fine	7186922100	$ 127,085	2/10/2017
City of Wilmington	Wilmington	19801	Stanley Kozicki	3025763117	$ 126,540	1/10/2018
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 126,457	2/10/2017
Pasco County Parks, Recreation & Natural Resources	Dade City	33523	Brian Taylor	8139292760	$ 125,794	12/4/2017
Henderson County P&R	Hendersonville	28792	Tim Hopkin	8286974885	$ 125,676	9/20/2017
Village of Rye Brook	Port Chester	10573	Janice Kunicki	9143052947	$ 125,524	2/10/2017
City of Parsons	Parsons	38363	Tim David Boaz	7315892380	$ 125,466	7/23/2018
Worcester Public Schools	Worcester	01609	Patricia Gaudette	508-849-4017	$ 124,938	11/12/2018
Peninsula Main VA LLC	Hampton	23666	Rachel Anderko	7578381505	$ 124,760	2/10/2017
Neild Residence	Bronxville	10708	Carter Neild	2127396469	$ 124,671	2/10/2017
Newark Public Schools	Newark	07102	Marie Dukes	9737337360	$ 124,637	9/3/2018
Sidwell Friends School - Lower	Bethesda	20814	Sally Selby	202-537-6995	$ 124,517	7/3/2018
City of Groveland	Groveland	34736	Rebekah Morgan	352-420-2141	$ 123,931	1/14/2019
Delfino Park	White Plains	10605	Wayne Bass	9144221345	$ 123,528	2/10/2017
Collier Engineering	Nashville	37207	Michael Pavin	6153311441	$ 123,008	6/11/2018
City of Winter Garden	Winter Garden	34787	Laura Coar	4076564111x 5418	$ 121,785	2/12/2018
Brookside Park	Decatur	30032	Revonda Moody	4047597740	$ 120,001	2/10/2017
City Of Bridgeport	Bridgeport	06604	Alan Wallack	2032752732	$ 120,000	11/9/2018
Mountain Brook Elementary	Birmingham	35223	Shannon Wadlington	2058718191	$ 119,669	2/10/2017
JaxPAL Playground	Jacksonville	32209	Robert Hoenshel	9042240001	$ 117,715	11/13/2017

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Flint Hill School	Oakton	22124	Anne Peterson	7035842300	$ 117,627	2/10/2017
Brush Park	Mount Vernon	10550	William Long	9146997230x 120	$ 117,525	2/10/2017
California School for the Deaf	Fremont	94538	George Soffos	5107943800x318	$ 117,163	1/14/2019
TWM L.A.	Ithaca	14850	Margot Chiuten	6072771400	$ 117,090	2/10/2017
Tony Casale Inc	Yonkers	10710	Jeffrey Poor	2124873272	$ 116,041	8/26/2017
New Horizons REC	Hampton	23666	Angel Grant	7478744444	$ 115,835	2/10/2017
Moss & Associates, LLC	Oceanside	92058	Pete Mcnamara	7605758998	$ 115,774	2/10/2017
Barrie School	Silver Spring	20906	KENNY TULLIS	2408767234	$ 115,649	2/10/2017
Wake County Parks	Raleigh	27602	Eric Staele	9198566369	$ 115,406	1/10/2019
Manatee County	Bradenton	34209	Cindy Turner	9417425923x 6001	$ 115,318	2/9/2017
Ridge Street Elementary School	Port Chester	10573	Luis Rodriguez	9149373600	$ 114,775	10/5/2017
Nassau County School District	Fernandina Beach	32034	Sue Farmer	9044919861	$ 114,753	9/3/2017
La Vallita	Chicago	60623	Wassim Kmeid	7739888481	$ 114,165	2/10/2017
City of Walnut	Walnut	91788	Carol Partridge	9093480751	$ 114,037	1/28/2019
Ridgefield Parks & Recreation	Ridgefield	06877	Dennis DiPinto	2034312755	$ 113,814	5/2/2019
San Mateo Parent's Nursery School	San Mateo	94401	Renee Padgett	650-474-1056	$ 112,398	7/24/2019
City of Richmond Parks and Recreation	Richmond	23261	Chris Schwartz	8047740121	$ 112,294	8/21/2018
City of Boston Design -	Boston	02118	Michele Folts	6176353705	$ 112,193	2/9/2017
Rockville Centre Comm. Center	Rockville Centre	11570	Mario Bento	5166789271	$ 111,923	2/9/2017
The New Home Company	Aliso Viejo	92656	Matthew Taylor	9492384900	$ 110,638	4/23/2018
Maricopa County Early Ed. Div	Mesa	85210	Michelle McClintock	4804649669	$ 110,017	2/10/2017
City of North Miami Beach	Miami	33162	Paulettle Murphy	3059482957	$ 109,573	2/10/2017
Sunnyside Gardens Park	Sunnyside	11104	Natalie O'Sullivan	7189264424	$ 109,536	2/10/2017
Preservation TB Builders LLC	Brooklyn	11201	Brad Richards	7184229999	$ 109,497	2/10/2017
Perimeter Church/School	Duluth	30097	Leah Sowell H & Philip	6784052394	$ 109,072	2/10/2017
Fontaine Brothers, Inc.	Springfield	01104	Tom Wolfenden	4137812020	$ 109,012	11/13/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 108,948	2/10/2017
DeKalb Parks and Rec	Tucker	30084	ReVonda Cosby	4043712188	$ 108,278	1/10/2019
Copley Wolff Design	Boston	02116	Ben Winters	6176549000	$ 107,812	9/21/2017
King Abudullah Academy	Herndon	20171	Dave Norden	7038212045	$ 106,866	2/10/2017
Southington Parks and Rec	Southington	06489	Mike Manware	8602766204	$ 106,400	2/9/2017
City of Baytown Parks and Recreation	Baytown	77520	Dustin Schubert	2814206597	$ 105,706	8/31/2017
Ridgefield Parks & Recreation	Ridgefield	06877	Paul Roche	2034312755	$ 105,601	2/9/2017
Town of Westborough	Westborough	01581	Jim Malloy	5083363030	$ 105,168	11/6/2018
Roaring Brook School	Avon	06001	Jennifer Jepsen	8606738591	$ 105,044	2/9/2017
Charlotte County Parks & Rec	Port Charlotte	33952	Tommy Scott	9416257529	$ 104,363	2/10/2017
Wake County Parks	Raleigh	27602	Eric Staele	9198566369	$ 103,762	2/10/2017
Park Hills Early Learning Cntr	Spartanburg	29306	Jonathan Marcy	8036091624	$ 102,842	2/10/2017
VMDO Architects	Charlottesville	22902	Robert Bowman	4342965684	$ 102,669	9/3/2017
The Bolles School	Jacksonville	32217	Carol Ippolito	9047339292	$ 102,092	2/10/2017
Southbury P&R	Southbury	06488	Ron Kalban	2032620633	$ 101,990	2/9/2017

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Core Construction	Phoenix	85032	LeRoy Trujillo	6027743933	$ 101,976	2/9/2017
New Bedford MA Schools	New Bedford	02740	Pia Durkin	5089974511	$ 101,421	11/13/2017
City of Alexandria	Alexandria	22314	Judy Lo	7037465490	$ 101,311	2/10/2017
Mecklenburg County Parks & Rec	Charlotte	28217	Peter Cook	9803140140	$ 101,306	11/13/2017
Dicky Smith & Company, Inc.	Jacksonville	32225	DJ.Smith	9042207600	$ 100,693	2/10/2017
MNCP&PC-MC	Silver Spring	20904	KATHY DEARSTINE	3014952535	$ 100,541	2/10/2017
Polk County	Bartow	33830	Tracy Mullins	8634992613	$ 100,000	3/28/2017
Concord General Contracting	Mesa	85215	Diane Cooper	4809628080	$ 99,841	2/10/2017
Mamaroneck Union Free SD	Mamaroneck	10543	Lauren Leone	9142203035	$ 99,824	2/10/2017
Bay County Parks & Recreation	Panama City	32404	Derick Thomas	850-248-8735	$ 99,741	9/20/2018
The Woodlands Township	Spring	77381	Michelle Betcher	2812103800	$ 99,499	2/10/2017
Alexandria City Public Schools	Alexandria	22314	Paul May	(703) 619-8021	$ 99,382	11/12/2018
Hilltop Toddler Town	Ladera Ranch	92694	Chris Crowley	949-355-4175	$ 99,068	5/19/2017
DWY Landscape Architects	Sarasota	34236	David Young	9413656530	$ 98,769	2/10/2017
City of Beaumont	Beaumont	77704	Ryan Slott	4098383613	$ 98,645	8/26/2017
Lechmanik Inc.	West Chester	19382	Patti Lechmanik	610-696-5256	$ 98,491	11/6/2018
Albany Parks & Recreation	Albany	12209	Elisabeth Draper	5184345699	$ 97,878	2/9/2017
Summit Recreation	Denver	80215	Kim Carlson	3034652286	$ 97,264	2/10/2017
Manvel Redeemer Church	Manvel	77578	David Goran	8328333922	$ 96,827	2/10/2017
Worth County Lake	Northwood	50459	Brett Backhaus	6413241524	$ 96,422	2/10/2017
City of Milton Parks and Rec	Alpharetta	30004	Jim Cregge	6782422489	$ 95,297	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 94,552	2/10/2017
Sports Fields, Inc	Canton	30114	Rob Ryan	6787108585	$ 94,511	2/10/2017
New Britain Early Learning Cen	New Britain	06053	Talhaht Mannan	8608277018	$ 94,368	2/9/2017
Transfiguration Kindergarten S	New York	10002	Emily Eng-Tran	2124318769	$ 94,329	2/10/2017
Dream Station ELC	Ashland	01721	Maureen Roseland	5088817670	$ 94,271	2/10/2017
Grove St Playground	Mount Vernon	10550	Darren Morton	9146997230x 120	$ 94,190	2/10/2017
APS Contracting Inc	Paterson	07503	Joseph DiVincenzo	9732683500	$ 93,551	12/5/2017
Manatee County	Bradenton	34209	Cindy Turner	9417425923x 6001	$ 93,303	2/9/2017
Maricopa County Early Ed. Div	Mesa	85210	Michelle McClintock	4804649669	$ 93,209	2/10/2017
Diocese of St. Augustine	Jacksonville	32258	Deacon Scott Conway	9042623200	$ 93,099	1/14/2019
Branford Park and Recreation	Branford	06405	Alex Palluzzi	2033152353	$ 92,815	2/10/2017
YMCA of Metropolitan Atlanta	Atlanta	30303	Jeff Kowalcyk	4045889622	$ 92,662	2/10/2017
Stuytown Property Services	New York	10009	Jason Kalish	2125985277	$ 92,605	9/4/2017
City of Tampa	Tampa	33602	Karla Price	8132475134	$ 92,464	12/5/2017
Camp Pendleton & Quantico	Oceanside	92052	Leslie Paahana	760-361-6158	$ 92,277	5/6/2019
City of South Fulton Parks & Rec	Atlanta	30336	Tony Phillips	4046125347	$ 92,058	2/9/2017
Fort Lauderdale Park & Rec	Fort Lauderdale	33312	Tom White	9548287275	$ 91,918	2/10/2017
City Of Brookhaven Parks and Rec	Atlanta	30319	Brian Borden	404 637*0500	$ 91,527	5/7/2018
Alachua County Parks & Rec	Gainesville	32653	John Morris	3523745245	$ 91,377	10/15/2018
DEM RI	North Kingstown	02852	Robert Paquette	4016390568	$ 91,179	2/10/2017

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Christ the King Childcare	Jacksonville	32211	Theresa Little	904-429-7637	$ 91,098	9/20/2018
Branford Early Learning Center	Branford	06405	Diane Pappacoda	203-488-4512	$ 90,882	2/10/2017
Mount Vernon Central School District	Mount Vernon	10553	Ken Silver	9146655000	$ 90,781	9/3/2017
CREST Collaborative	Dracut	01826	Kimberlee Oliveira	9786183299	$ 90,524	2/10/2017
National Center for International Schools	San Francisco	94102	Daniel Klingebiel	4158656040	$ 90,236	7/24/2019
City of Deer Park	Deer Park	77536	Tiffany McGallian	281-924-2732	$ 90,223	11/12/2018
Windward Building Corp	Saint Petersburg	33701	Trevor Sas	7273148220	$ 90,024	11/12/2018
City of Rocky Mount	Rocky Mount	27802	Shiana Humphrey	252.972.1541	$ 89,893	5/13/2019
Riverhill School	Florence	35630	Mary Jane Fowler	256-764-8200	$ 89,496	10/6/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 89,252	2/10/2017
Making Waves Academy	San Pablo	94806	Urmila Venkat	4157210905	$ 89,170	11/9/2018
Northstar Academy, Inc.	Henrico	23294	Jon Lefleor	8049081601	$ 88,879	8/26/2017
Jacksonville Beach Parks & Rec	Jacksonville Beach	32250	Jason Phitides	9042476236	$ 88,857	9/20/2018
Severn Crossing	Laurel	20708	Kim Washington	2022854926	$ 88,855	2/10/2017
Ocean County Dept of Planning	Toms River	08754	Michael T. Mangum	7325069090	$ 88,797	2/9/2017
Landeavor, LLC	Holly Springs	27540	Rachel Green	9195572011	$ 87,569	2/10/2017
Albany Parks & Recreation	Albany	12209	Elisabeth Draper	5184345699	$ 86,936	9/4/2017
Westport Public Schools	Westport	06880	Elio Longo	203-341-1001	$ 86,484	11/6/2018
Prince William County Schools	Manassas	20112	Felicia Norwood	7038978408	$ 86,438	2/9/2017
Village of Rye Brook	Port Chester	10573	Janice Kunicki	9143052947	$ 85,927	2/10/2017
New Middleton Elementary School	Gordonsville	38563	April Williamson	6156838411	$ 85,382	2/10/2017
Elijah House Academy	Richmond	23225	Becky Bowers	8047557051	$ 85,343	4/23/2018
City of Austin	Austin	78704	Marty Stump	5129746700	$ 85,148	2/10/2017
Radha Madhav Society	Duluth	30096	Priyabrata Barik	3135057432	$ 85,098	2/10/2017
Perryman Building & Cont. Serv	Philadelphia	19139	Michael Lese	2152434123	$ 85,079	2/10/2017
City of Durham	Durham	27701	Beth Timson	9195601200	$ 85,021	11/13/2017
City of Rocky Mount Parks & Recreation	Rocky Mount	27802	Kelvin Yarell	252-972-1154	$ 84,950	9/4/2017
Kings Chapel Early Care	Hartford	06112	Elisa Wilson	8605600387	$ 84,912	2/10/2017
Point Lookout Park Project	Point Lookout	11569	Robin Amato	5168890924	$ 84,069	2/10/2017
Windward Building Corp	Saint Petersburg	33701	Jennifer Sas	7273148220	$ 83,881	2/9/2017
Howard Park	Lake Worth	33460	Steve Haughn	5612140685	$ 83,595	2/10/2017
RiverTown	Saint Johns	32259	DJ Smith	9049405361	$ 83,506	9/20/2018
Lenawee Christian School	Adrian	49221	Andrea Bailey	5172657590x 2902	$ 83,388	2/10/2017
City of Largo	Largo	33779	Greg Brown	7275876740x 5001	$ 83,357	11/6/2018
City of Atlanta Parks	Atlanta	30303	Daniel J. Calvert	4045467909	$ 82,811	12/16/2018
Village of Newark Valley	Newark Valley	13811	Rachel Smith	6072398828	$ 82,720	1/10/2018
City of Cullman	Cullman	35056	Nathan Anderson	2565315234	$ 82,442	4/23/2018
RiverLights Lakehouse	Wilmington	28412	Doug Brown	7048138697	$ 82,176	2/10/2017
Westchester County Planning	White Plains	10601	Suzette Lopane	9149952443	$ 82,144	11/12/2018
Clearview Land Design	Tampa	33605	Hannah McAleer	8132233919	$ 82,140	2/9/2017
Prince William County Schools	Manassas	20112	Amy Jordan	7034946677	$ 81,901	2/9/2017

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City of Port Orange	Port Orange	32129	Susan Lovallo	386-506-5852	$ 81,780	4/23/2018
MNCP&PC-MC	Silver Spring	20904	KATHY DEARSTINE	3014952535	$ 81,203	2/12/2018
Discovery School at Bellwood	Murfreesboro	37130	Linda Clark	6158952123	$ 80,901	2/10/2017
City of Waxahachie	Waxahachie	75165	John Smith	469-309-4271	$ 80,825	2/10/2017
Montessori La Puente	La Puente	91744	Zafira Firdosy	6263126382	$ 80,708	2/10/2017
Yonkers Parks, Rec, & Cons.	Yonkers	10701	Gino Pugliese	9143776431	$ 80,403	2/10/2017
RiverTown	Saint Johns	32259	DJ Smith	9049405361	$ 80,391	11/27/2017
Brighton West Apts. Section II	Gaithersburg	20878	PEARL EANES	8663075168	$ 80,299	2/10/2017
Heather Village	Culver City	90230	Natasha Bialuski	310-649-3611	$ 80,219	4/19/2019
Neptune Housing Authority	Neptune	07753	Joe Mauro	7327747692	$ 80,152	2/10/2017
City of Stockbridge	Stockbridge	30281	Heidi Mills	7703897900	$ 80,149	2/10/2017
City of Cranston	Cranston	02920	Scott Sevegny	4017806150	$ 80,022	2/10/2017
Bridgeport Public Facilities	Bridgeport	06604	Alan Wallack	2032752734	$ 80,000	11/6/2018
Theodore Roosevelt Elementary	Manhattan	66502	Marci Spaw	7855872090	$ 79,899	2/10/2017
City of Marina	Marina	93933	Layne Long	8313849494	$ 79,860	2/9/2017
Miami Dade Park & Rec Dept.	Miami	33128	Hong Yun	3057557922	$ 79,810	1/10/2019
Town of Schodack	Castleton On Hudson	12033	Dawne Kelley	518-477-7918	$ 79,692	1/14/2019
Columbus Square Park/	New York	10025	Jeffrey Davis	212 865-8080 398 32	$ 79,593	2/10/2017
St. Rose of Lima School	Newtown	06470	Jim Walsh	2013902083	$ 79,572	2/9/2017
City of Fruitland Park	Fruitland Park	34731	Michelle Yoder	352-360-6734	$ 79,453	4/23/2018
City Of Overland Park	Overland Park	66212	Mike Burton	913-327-6638	$ 79,326	7/19/2018
Trinity Downtown	Orlando	32801	Patty Moser	4074881919	$ 78,864	2/10/2017
City of South Fulton Parks & Rec	Atlanta	30336	Tony Phillips	4046125347	$ 78,854	2/9/2017
Brandywine Station Townhouse	Upper Marlboro	20772	Angela Jones-Warner	301-574-3849	$ 78,570	6/19/2018
The Bolles School	Jacksonville	32217	Nancy Greene	9047339292x5068	$ 78,464	2/10/2017
Palm Beach County Parks & Rec	Lake Worth	33461	Ron Ruehl	561-966-6668	$ 78,333	2/10/2017
P.E.A.C.E., Inc.	Syracuse	13202	Jerry Barker	3153784586	$ 78,244	2/10/2017
Oaklawn School	Cranston	02920	Tony Liberatore	4014611000x 6170	$ 78,101	2/10/2017
Shea Homes	San Diego	92121	Sarah Morrell	8585266554	$ 78,046	5/6/2019
Nathan Benderson Aquatic Natur	Sarasota	34234	James Pankonin	9413797600	$ 78,000	9/20/2017
St Joseph's Episcopal School	Boynton Beach	33424	Kyle Aubrey	5617322045	$ 77,987	8/27/2017
City of Havelock	Havelock	28532	Kathy Westbrook	2524446431	$ 77,746	2/10/2017
JCC Manhattan	New York	10023	Genna Singer	6465054444	$ 77,509	2/10/2017
Singleton's Grove HOA	Centreville	20121	Shari Miley	7034705543	$ 77,355	2/10/2017
Lennar Homes, LLC	Orlando	32821	Mark McDonald	4075864062	$ 77,147	1/14/2019
Seaside Charter School	Jacksonville	32217	Rick Pinchot	904-580-45173	$ 76,948	1/14/2019
City of Cullman	Cullman	35056	Nathan Anderson	2565315234	$ 76,844	8/7/2018
Rumsey Hall School	Washington Depot	06794	Robert Brenner	8608680535	$ 76,781	9/3/2017
Stork's Nest-	East Greenwich	02818	Barbara Izzo	4016401909	$ 76,474	2/10/2017
Skyland Elementary School	Tuscaloosa	35405	Tiffany Davis	2057593638	$ 76,444	5/13/2019
Prince William County Schools	Manassas	20112	Jewell Moore	5712615069	$ 76,251	2/9/2017

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Town of Wilbraham MA-	Wilbraham	01095	Brian Litz	4135962816	$ 76,227	2/10/2017
MSM Empire Construction Corp	New York	10001	Melissa Potterix	9175652507	$ 76,060	1/14/2019
Meriden Public Schools	Meriden	06450	David Paul	2036304196	$ 75,806	2/9/2017
Melanie Clark Residence	Bedford	10506	Melanie Clark	646 662 1470	$ 75,576	1/14/2019
SWA Group	Houston	77008	Jiyoung Nam	8323256813	$ 75,527	2/10/2017
Our Lady of Lourdes Catholic	Melbourne	32901	Donna Witherspoon	3217233631	$ 75,332	2/12/2018
Imagine Nation LLC	Westchester	60154	Vibeke Larson	847-640-0904	$ 75,314	8/27/2017
Pompano Park & Rec	Pompano Beach	33060	Arnold McGray	9547864507	$ 75,309	2/10/2017
Thalberg Elementary School	Southington	06489	Megan Bennett	8606283370	$ 75,082	2/10/2017
Prince George County P&R	Riverdale	20737	Tony Martin	3012578517	$ 75,000	7/8/2019
North Tonawanda City School District	North Tonawanda	14120	Debra Bundt	(716) 807-3655	$ 74,981	1/10/2019
City of Saratoga Springs	Saratoga Springs	12866	John Hirlman	5185873550	$ 74,977	2/9/2017
City of Johns Creek Parks and Recreation	Duluth	30097	Robby Newton	6783274660	$ 74,897	2/10/2017
Village of Flower Hill	Manhasset	11030	Elaine Phillips	5166275000	$ 74,537	2/10/2017
Dempsey Construction	Carlsbad	92008	Wes McNary	760-918-6900 x 108	$ 74,519	1/14/2019
Schrickel, Rollins and Assoc	Arlington	76006	James Williams	8176493216	$ 74,509	2/9/2017
Deerfield School	Short Hills	07078	Kelly Salazar	9733794843	$ 74,474	2/10/2017
Aldan Elementary	Clifton Heights	19018	Nell Roemer	4844664035	$ 74,446	12/12/2018
City of Richmond Parks and Recreation	Richmond	23261	Tyrone Davis	8046465819	$ 74,400	9/21/2017
UCLA Lab School	Los Angeles	90095	Renata Williams	310-206-0594	$ 74,002	11/13/2017
Shooter & Butts, Inc.	Tacoma	98402	Keith Hollon	9254605155	$ 73,730	5/25/2017
Lennar Homes, LLC	Orlando	32821	Mark McDonald	4075864062	$ 73,708	9/3/2017
Vallivue Elementary School	Caldwell	83605	Danny Turner	208-602-5992	$ 73,266	9/21/2017
Cape May County	Cape May Court House	08210	Edward Runyon	6094651126	$ 73,110	6/1/2018
Manatee County	Bradenton	34209	Cindy Turner	9417425923x 6001	$ 73,000	1/10/2019
Fauquier County Public Schools	Warrenton	20186	Joshua Johnson	540-422-7205	$ 72,905	11/6/2018
KHEOPS Architecture	Buffalo	14202	Gina Wilkolaski	7168498739	$ 72,857	2/10/2017
Studio HIP	New York	10001	Francine Lieberman	2015723737	$ 72,556	9/19/2017
The Bolles School	Jacksonville	32217	Nancy Greene	9047339292x5068	$ 72,556	2/10/2017
Moss & Associates, LLC	Oceanside	92058	Pete Mcnamara	7605758998	$ 72,373	11/13/2017
Brookfield Residential	San Diego	92130	Jennifer Shen	7144349803	$ 72,263	4/19/2019
North Wales Borough	North Wales	19454	Nathaniel Dysard	2156994424	$ 71,984	2/10/2017
Gulf Shores Parks and Recreati	Gulf Shores	36547	Nicole Ard	2519681424	$ 71,642	2/22/2017
Leon County Parks and Rec	Tallahassee	32301	Josh McSwain	850-606-1476	$ 71,595	1/29/2018
Princeton House Charter School	Orlando	32810	Beverly Cox	4075237121	$ 71,498	11/12/2018
Brayton Ave Playground	Cranston	02920	Tony Liberatore	4014611000x 6170	$ 71,384	2/10/2017
City of Jacksonville	Jacksonville	32202	Jill Enz	9042557941	$ 71,354	11/12/2018
Lake Nona Laureate Park	Orlando	32827	Patrice Ragusa	4073138233	$ 71,125	2/10/2017
Arlington County Head Start	Arlington	22206	Christopher Paddock	571.233.0474	$ 70,984	1/7/2019
Hampton Roads Int. Montessori	Newport News	23606	Dorothy Knox	7578738950	$ 70,887	2/10/2017
Stamford Parks and Recreation	Stamford	06901	Matt Nordt	2039774644	$ 70,661	9/5/2017

ATTACHMENT B FOR SECTIONS D THROUGH I

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Trust for Public Land NJ	Newark	07105	Scott Dvorak	(973) 718-7338	$ 70,645	11/13/2017
City of Salem MA	Salem	01970	Karen Partanen	9787440180	$ 70,498	12/5/2017
City of Providence	Providence	02903	Brian Byrnes	4017859450	$ 69,997	11/6/2018
Rogy's Learning Place	Prosper	75078	Dawn Meyer	3093693958	$ 69,851	9/3/2017
City of Jacksonville	Jacksonville	28541	Tim Chesnutt	9109385319	$ 69,594	2/10/2017
Mega Contracting	Astoria	11103	Chris Marangoudakis	7189326342	$ 69,257	2/10/2017
Burke Construction Group, Inc.	Sarasota	34243	Mario Martinez	561-270-3721	$ 69,083	10/8/2018
City of Moreno Valley	Moreno Valley	92552	Tony Hetherman	9514133163	$ 68,887	1/14/2019
Patton Park Playground	South Hamilton	01982	Emily Sumner	9784682525	$ 68,755	2/10/2017
RVi Planning + Landscape Arch	Austin	78701	Peter Dufrene	512-480-0032	$ 68,754	9/20/2017
Lauren Griffith Associates	Houston	77001	Cheryl Hufman	7138387120	$ 68,418	1/14/2019
DR Horton	Orlando	32822	Mike McQuarrie	4078505273	$ 68,239	2/10/2017
Fairfax County Park Authority	Fairfax	22035	Mohammad Mahboob	703-324-8744	$ 68,209	11/12/2018
City of Crystal River	Crystal River	34428	Mike Gudis	3527952044	$ 68,077	2/10/2017
Fargnoli Park	Providence	02908	Jennifer Schroth	9143304911	$ 68,049	9/4/2017
Architect of the Capitol	Washington	20510	Kirby Broughton	202-224-2288	$ 67,913	11/7/2018
Camp Pendleton & Quantico	Oceanside	92052	Dane Baker	7604000065	$ 67,672	2/9/2017
Green Acres Landscaping &	Lakeville	02347	Elise Bluell	6174124480	$ 67,653	12/18/2017
City Of Bridgeport	Bridgeport	06604	Michele Otero	2036509527	$ 67,352	11/6/2018
Urban Roots	Philadelphia	19122	CLAIRE LAVER	215-821-9557	$ 67,216	2/9/2017
Roman Asphalt	Newark	07104	Heidi Cohen	9737187338	$ 67,135	9/26/2017
Central Elementary School	Haddonfield	08033	Shannon Simkus	8564295851x341	$ 67,134	2/9/2017
Prince William County Schools	Manassas	20112	Lisa Riley	7037917404	$ 66,490	11/6/2018
Academy for Little Children	West Warwick	02893	Jim Moretti	401-524-2181	$ 66,452	11/6/2018
Shu Ren International School	Berkeley	94703	Jie Moore	5103758056	$ 66,058	2/10/2017
Town of Berkshire	Berkshire	13736	Nancy Lohmann	(607) 657-8037	$ 65,825	8/7/2018
Yonkers Parks, Rec, & Cons.	Yonkers	10701	Gino Pugliese	9143776431	$ 65,752	2/10/2017
Holy Redeemer School	College Park	20740	MARY BOVICH	3014743993	$ 65,573	2/10/2017
8 Five Rod Highway Owner LLC	New York	10019	Joe Tuana	2129801617	$ 65,460	2/10/2017
Freehold Communities	West Palm Beach	33411	Daniel McCormick	5612605401	$ 65,131	2/9/2017
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 64,931	2/10/2017
City of Rocky Mount	Rocky Mount	27802	Kelvin Yarrell	(252) 972-1154	$ 64,893	2/10/2017
Cripple Creek Victor School	Cripple Creek	80813	Shannon Thompson	303-465-2286	$ 64,858	8/27/2017
St. Lukes Child Center	Middleburg	32068	Theresa Little	9047247239	$ 64,729	2/10/2017
Kiddie Academy	Frisco	75033	Victoria Thompson	2145321458	$ 64,709	2/9/2017
City of Groveland	Groveland	34736	Rebekah Morgan	352-420-2141	$ 64,649	1/14/2019
City of Tampa	Tampa	33602	Karla Price	8132475134	$ 64,413	12/5/2017
Gilchrist County	Trenton	32693	Bobby Cosby	3524633198	$ 64,247	4/23/2018
Manatee County Schools	Bradenton	34205	Lynne Menard	9417517006	$ 64,133	1/10/2018
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 64,105	2/10/2017
Mamaroneck Parks and Rec	Mamaroneck	10543	Barry Casterella	9146307158	$ 63,994	2/10/2017

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Lefrak Residence	Southampton	11968	Jamie Lefrak	212 708-6600	$ 63,547	11/12/2018
Bridgeport Public Facilities	Bridgeport	06604	Jorge Garcia	2032752734	$ 63,402	2/10/2017
Tawasentha Park	Altamont	12009	Dennis Moore	5184564446	$ 63,400	2/10/2017
Town of Palmer MA	Palmer	01069	Alice Davey	4132832614	$ 63,358	2/10/2017
Phoenix Head Start	Phoenix	13135	Jackie Christian	3156954838	$ 63,283	11/8/2018
York Elementary School	Raleigh	27612	Allison Ferrari	9197898870	$ 63,262	2/10/2017
Wrentham Public Schools	Wrentham	02093	Beth Gilbert	5083845439	$ 63,061	2/10/2017
National Center for International Schools	San Francisco	94102	Daniel Klingebiel	4158656040	$ 62,943	9/4/2017
City of Melrose MA	Melrose	02176	Jane Pitts	7819794190	$ 62,924	2/10/2017
Walnut Acres Day Care	Walnut Creek	94598	Jaime Gonce	(925) 932-0507	$ 62,922	2/10/2017
Kipp Austin Public School	Austin	78744	Matthew Frank	5122025800	$ 62,879	2/10/2017
Grand Highlands	Birmingham	35223	David Lorberbaum	205-967-9312	$ 62,836	5/13/2019
St. Paul's Catholic School	Jacksonville Beach	32250	Krissy Thompson	9042495934	$ 62,814	2/10/2017
Touro University California	Vallejo	94592	Yvette Elizabeth Carrillo	7076385256	$ 62,572	2/23/2018
Arnell Construction Corp.	Brooklyn	11201	Clifford Kitchner	7188528500	$ 62,434	2/10/2017
Northwood Academy	Philadelphia	19124	Kristie Dugan	2152895606	$ 62,210	2/10/2017
Yonkers Parks, Rec, & Cons.	Yonkers	10701	Gino Pugliese	9143776431	$ 62,187	2/9/2017
Borough of Lawnside	Lawnside	08045	Algiers Holmes	8565469378	$ 62,000	8/27/2017
BH3 Management LLC	Miami	33180	Gino Tintori	9544163140X228	$ 61,875	2/9/2017
Prime Construction Company Inc.	Pflugerville	78660	Daniel Matl	512-244-7799	$ 61,872	2/4/2019
Albany Parks & Recreation	Albany	12209	Jonathan Jones	5184345699	$ 61,859	1/22/2018
City Language Immersion Charter	Los Angeles	90019	Valerie Braimah	(323) 294-4937	$ 61,697	1/22/2018
Clark Condon Associates, Inc.	Houston	77025	Elizabeth Gilbert	7138711414	$ 61,358	4/23/2018
City of Austin	Austin	78704	Marty Stump	5129746700	$ 61,275	1/10/2019
RVI Planning Houston	Houston	77027	Matthew Long	7136218025	$ 61,249	2/9/2017
Heards Ferry Elementary	Atlanta	30339	Frederick Stewart	4043178754	$ 61,160	2/9/2017
SWA Group	Houston	77008	DeMera Ollinger	8324088199	$ 61,021	2/10/2017
Chelle Construction	Miami	33157	Andres Bahamon	3052339797	$ 60,889	1/11/2019
Reveille Weekday School	Richmond	23221	Tiffany Christopher	8043594600	$ 60,808	2/9/2017
Whitfield Park @ Starkey Ranch	Odessa	33556	Matt Call	8137857959	$ 60,517	2/9/2017
Southaven Land Associates	Jacksonville	32256	Walter O'Shea	9048100500	$ 60,145	2/10/2017
City of Cranston	Cranston	02920	Scott Sevegny	4017806150	$ 60,079	2/10/2017
Plainville Public School	Plainville	02762	Gale Clark	5086991323	$ 60,000	11/13/2017
Meriden Public Schools	Meriden	06450	David Paul	2036304196	$ 59,995	2/9/2017
City of South Fulton Parks & Rec	Atlanta	30336	Tony Phillips	4046125347	$ 59,912	2/9/2017
City of South Fulton Parks & Rec	Atlanta	30336	Tony Phillips	4046125347	$ 59,912	2/9/2017
Scheels Soccer Complex	Overland Park	66221	Laurie Pierce	316-393-0487	$ 59,909	8/28/2017
Starwood Retail Partners	Chicago	60601	Mike Tsakalakis	3122652225	$ 59,728	11/13/2017
Harvest House	Sarasota	34237	Erin Minor	9412284310	$ 59,721	2/10/2017
Publix CDC	Lakeland	33815	Kay Moran	8636805385	$ 59,720	2/10/2017
Albany Parks & Recreation	Albany	12209	Jonathan Jones	5184345699	$ 59,648	11/12/2018

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The Viera Company	Melbourne	32940	Tom Viera	321-242-1200	$ 59,576	11/12/2018
CRS Building Corporation	Saint Petersburg	33701	Trevor Sas	7278957500	$ 59,523	2/10/2017
NYS OPRHP LI Region	West Babylon	11704	John Boyd	6313213535	$ 59,427	2/10/2017
Landscape DE	Miami	33155	Douglas Thompson	3052159683	$ 59,316	2/10/2017
Alachua School Board	Gainesville	32601	Natalie Strappy	3529556875	$ 59,289	11/13/2017
Oak Hill School	Schenectady	12302	Courtney Lamport	5183995048	$ 58,869	2/10/2017
Newport News Parks and Rec	Newport News	23606	Michael Nealer	7579261400	$ 58,840	2/10/2017
Mecklenburg County Parks & Rec	Charlotte	28217	Peter Cook	7043367760	$ 58,728	9/19/2017
Montessori Academy of Spartanb	Spartanburg	29306	Elisa Mroz	8645853046	$ 58,529	2/10/2017
City of San Rafael	San Rafael	94901	Ashley Howe	4154853343	$ 58,512	7/24/2019
City of Palatka	Palatka	32177	Jonathan Griffith	3863290107	$ 58,192	1/10/2019
Annandale UMC CDC	Annandale	22003	Sherrill Reid	7032561100	$ 58,003	2/10/2017
Van DerVeer School	Somerville	08876	Katherine Hughes	9082184105	$ 57,972	2/10/2017
Langan Engineering	New Haven	06511	Mike Hunton	2037843047	$ 57,912	2/9/2017
City of Tampa	Tampa	33602	Karla Price	8132475134	$ 57,868	12/5/2017
Weston Community Center	Weston	02493	Jessica Berk	6175013272	$ 57,810	2/9/2017
City of Ripley Parks and Rec.	Ripley	38063	Randy Danley	7316350997	$ 57,731	6/11/2018
Trust for Public Land	Philadelphia	19102	Danielle Denk	2675195303	$ 57,728	11/12/2018
Scheck Hillel Community School	Miami	33180	Pam Burd	7862791644	$ 57,473	2/10/2017
Fauquier County Parks & Recreation Department	Warrenton	20186	Larry W. Miller	5404228550	$ 57,365	11/6/2018
Garden Works	Astoria	11103	Samir Roy	7189320800	$ 57,336	2/10/2017
Alexandria Country Day School	Fairfax	22031	Matthew Sahlin	7038371313	$ 57,324	2/10/2017
Fort Lauderdale Park & Rec	Fort Lauderdale	33312	Tom White	9548287275	$ 57,216	2/10/2017
Ronald McDonald House	Birmingham	35233	Katherine Billmeier	2056387262	$ 57,148	1/10/2018
TerraForge Communities Inc	Richmond	23225	David Cloak	8047262251	$ 56,945	2/10/2017
JCC Manhattan	New York	10023	Genna Singer	6465054444	$ 56,924	11/6/2018
School Board of Hernando Co.	Brooksville	34601	Janet Alfano	3527977060	$ 56,896	2/9/2017
Miami Dade Park & Rec Dept.	Miami	33128	Michael Houle	3057557929	$ 56,857	2/10/2017
Breedlove Land Planning	Atlanta	30308	Joe Moon	7704831173	$ 56,782	12/16/2018
Brevard Academy Elementary	Brevard	28712	Adrienne Casteen	8288852665	$ 56,737	2/9/2017
TerraForge Communities Inc	Richmond	23225	David Cloak	8047262251	$ 56,600	2/10/2017
Voyager Academy	Durham	27704	Leslie Paynter	9194333301	$ 56,179	2/10/2017
County of Orange OC Parks	Orange	92869	Sue Stoffel	714-973-6831	$ 55,798	5/19/2017
Lennar Homes, LLC	Orlando	32821	Mark McDonald	4075864062	$ 55,686	11/7/2018
Woonsocket Park & Rec	Woonsocket	02895	Liz Kerrigan	4017679287	$ 55,583	11/6/2018
Moss & Associates, LLC	Oceanside	92058	Pete Mcnamara	7605758998	$ 55,577	2/9/2017
City of Jacksonville	Jacksonville	32202	Jill Enz	9042557941	$ 55,498	7/10/2017
Campbell Arms Apts.	Homestead	33030	John Gaddy	3057663179	$ 55,459	2/10/2017
Hialeah Park & Rec Dept.	Hialeah	33013	Manny Cavedo	3056872650	$ 55,395	2/10/2017
Township of Deptford	West Deptford	08096	Joanne Rebecca	8566862224	$ 55,331	2/10/2017
Spencer Contracting	Edison	08820	Kristopher Kemper	6467953635	$ 55,168	11/12/2018

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City of Deer Park	Deer Park	77536	Tiffany McGallian	281-924-2732	$ 55,137	11/12/2018
Avalon Bay Communities, Inc.	Arlington	22203	Brian Packard	7033296300	$ 55,028	2/10/2017
Wonderwell Pre K	Austin	78735	Ashley Reinhardt	3615505059	$ 55,013	11/13/2017
The Primary School	Palo Alto	94303	Jennifer Von der Ahe	408-390-3369	$ 54,983	1/10/2018
City of Tallahassee	Tallahassee	32305	Chris Lisenby	8505093188	$ 54,853	2/10/2017
Mount Vernon Central School District	Mount Vernon	10553	Ken Silver	9146655000	$ 54,834	12/18/2017
Environmental Foresight, Inc	Walnut Creek	94596	Ronnick Licudo	9259450300	$ 54,758	6/5/2017
City of Pinellas Park	Pinellas Park	33781	Dave Bowen	7275410700	$ 54,731	2/10/2017
Manny Rodriguez Park	Deltona	32725	Mark Manning	3868788905	$ 54,494	2/10/2017
Century Communities	Austin	78730	Alex Sherman	512.930.4041	$ 54,380	10/5/2018
Sutton House Associated	New York	10065	Susan Nickin	2128387289	$ 53,805	9/21/2017
Ocean City	Ocean City	08226	Steve Longo	6095259317	$ 53,642	2/10/2017
East Coast Site 2	Long Island City	11101	Ana Sanchez-Castro	2126721000	$ 53,627	2/10/2017
Belmont Community Association	Ashburn	20147	Amy Dunne	7037281712	$ 53,623	4/23/2018
First Baptist Church Preschool	Richmond	23220	Alex Hamp	(804) 358-5458	$ 53,415	11/12/2018
Lyme Consolidated Elementary	Old Lyme	06371	Kara Lech	8604341233	$ 53,249	2/10/2017
Family Services of White Plain	Port Chester	10573	Susan Wayne	9143056888	$ 53,161	2/10/2017
Fauquier County Parks & Recreation Department	Warrenton	20186	Larry W. Miller	5404228550	$ 52,973	1/7/2019
Moss & Associates, LLC	Oceanside	92058	Pete Mcnamara	7605758998	$ 52,955	11/13/2018
Perelman Jewish Day School	Wynnewood	19096	Wendy Smith	6106582518 ext. 202	$ 52,645	2/10/2017
The Paragon School	Orlando	32804	Helen Leonard	4076441564	$ 52,451	2/10/2017
Marion County Parks and Rec	Ocala	34471	Cady Lindsay	3526718555	$ 52,402	10/15/2018
University Hill Elementary	Boulder	80302	Meena Keuer	3038801100	$ 52,384	2/10/2017
City Of Sarasota	Sarasota	34237	Todd Kucharski	9413652200 398. 6303	$ 52,338	2/10/2017
Brighton Park Elementary	Chicago	60632	Michele Kuhlman	847-640-0904	$ 52,066	9/4/2017
Portside Towers Apartments	Jersey City	07302	Jacqueline Andrews	2019380770	$ 51,991	2/10/2017
LITTLE RAIDERS UNIVERSITY	Derby	06418	Alison Conway	2034464226	$ 51,966	2/9/2017
Woodlawn School	Mooresville	28115	Nancy Schultz	7048958653	$ 51,961	2/10/2017
Burgundy Farm Country Day	Alexandria	22303	Mary Mehala	7038420463	$ 51,818	2/10/2017
Preservation of Affordable Housing, Inc	Boston	02108	Steven Wolfrey	6174490886	$ 51,683	9/3/2017
Voyager Academy	Durham	27704	Ally Garrett	9194333301x107	$ 51,575	9/4/2017
Core Construction	Phoenix	85032	LeRoy Trujillo	6027743933	$ 51,443	2/9/2017
Los Angeles Unified	Los Angeles	90017	Sarineh Minasian	818 754 2030 x8	$ 51,406	1/9/2019
Alexandra's Playground	Irvington	10533	Lori Hrbek	914-589-5038	$ 51,365	11/12/2018
WaterSound Beach	Rosemary Beach	32461	Carol Rauschkolb	8508303541	$ 51,264	9/4/2017
Madero Middle School	Chicago	60623	Jay Cooke	+1 508243-2623	$ 51,156	9/4/2017
Robin's Nest	Tarrytown	10591	Diane Matrafailo	9143663232	$ 51,144	2/10/2017
City of Portsmouth Parks and Recreation	Portsmouth	23704	Mark Furlo	7573938481	$ 50,852	11/12/2018
Plantation Trace	Fort Lauderdale	33325	Kathy Davis	7722605801	$ 50,554	2/10/2017
YMCA Midlothian	Midlothian	23114	Kathy Jentgen	8044198540	$ 50,509	2/10/2017
WCSU - Child Care Center	Danbury	06810	Lauren Halpin	2038378733	$ 50,490	2/9/2017

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Crescent Communities	Winter Garden	34787	Katie Tamanini	4079055667	$ 50,464	4/23/2018
Willow Walk Park	Lockport	60441	Dave Herman	8158381183	$ 50,306	2/10/2017
United Therapeutics Corp.	Silver Spring	20910	AVI HALPERT	2408211688	$ 50,277	2/9/2017
Boxborough, MA Park and Rec	Boxborough	01719	Hilary Greven	978-264-1700	$ 50,206	11/6/2018
Williamstown Head Start	Williamstown	13493	Jackie Radell	3159647717	$ 50,194	11/8/2018

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21

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

FEDERAL ENTITIES

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

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

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

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

STATE ENTITIES

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

California's Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

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

California's Department of Justice

LOCAL ENTITIES

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

OTHERS

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

SECTION E

CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE

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

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.

2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.

3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and

4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:
http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibiliy%20Ordinance.PDF

INSTRUCTIONS:

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

CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

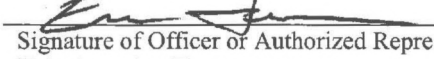
Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars ($25,000.00) and three (3) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars ($100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars ($25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(b) To notify the awarding authority within thirty (30) calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
(c) To notify the awarding authority within thirty (30) calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
(d) If applicable, to provide the awarding authority, within t h i r t y (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.

KOMPAN, Inc. 605 W. Howard Lane, Suite 101, Austin, TX 78753 1-800-426-9788
Company Name, Address and Phone Number



11/04/2019
Signature of Officer or Authorized Representative — Date

Eric Lewis, Treasurer
Print Name and Title of Officer or Authorized Representative

Awarding City Department — Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

SECTION F

LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

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

http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm

http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm

PREVAILING WAGES (If Applicable)

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

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

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

INSTRUCTIONS:

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

CITY OF LOS ANGELES

LIVING WAGE ORDINANCE

(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

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

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

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

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

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

   a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars ($25,000.00) (LAAC 10.37.1(j))**. Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.

   b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.

   c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.

   d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.

   e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:

      (1) The assistance given in a twelve (12) month period is below One Million Dollars ($1,000,000.00) AND less than One Hundred Thousand Dollars ($100,000.00) per year.
      (2) The assistance is not for economic development or job growth.

   f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

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

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

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

3. **The following exemption categories require submission of an application for exemption and OCC approval**

of the application to be valid.

a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12)**: Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non- Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.

b. **Occupational license (LAAC 10.37.1(f))**: Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.

c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i))**: Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:
(1)employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars ($454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.

d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).

(1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

NOT APPLICABLE

LW-13

LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided: _____

EXEMPTION INFORMATION:

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

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ **501(c)(3) Non-Profit Organizations:** ▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. ▪ The exemption is valid for all employees except Child Care Workers. ▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. ▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." ▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.	1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: A. STATE the hourly wage of HIGHEST paid employee in the organization: $ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: $ _____ C. MULTIPLY B by 8: $ 0 3. Based on Question 2 above, is A less than C? ☐ YES ☐ NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? ☐ YES ☐ NO 5. Fill & Submit LW-18 Subcontractor Information Form.
☐ **One-Person Contractors:** Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

_____ _____

Print Name of Person Completing This Form | Signature of Person Completing This Form

_____ _____ _____

Title | Phone # | Date

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

AWARDING DEPARTMENT USE ONLY:

Dept: _____ **Dept Contact:** _____ **Contact Phone:** _____ **Contract #:** _____

Approved / Not Approved – Reason: _____

By Analyst: _____ **Date:** _____

NOT APPLICABLE

LW-10

LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

OCC DETERMINATION/APPROVAL REQUIRED

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

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

CONTRACTOR INFORMATION:

1. Company Name: _____ Phone Number: _____
2. Company Address: _____
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: _____
4. Type of Service Provided:

NON-COVERAGE INFORMATION:

TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS

REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
☐ Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

EXEMPTION INFORMATION:

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

TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.

TO BE REQUESTED BY CONTRACTORS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
☐ Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
☐ Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees' occupational licenses.

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

Print Name of Person (Contractor) Completing This Form _____ Signature of Person (Contractor) Completing This Form _____

Title _____ Phone # _____ Date _____

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

AWARDING DEPARTMENT USE ONLY:

Dept: Dept Contact: Contact Phone: Contract #:

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By OCC Analyst: Date:

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

1. What is the Service Contractor Worker Retention Ordinance?

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

2. What is a successor contractor?

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION G

BUSINESS INCLUSION PROGRAM (BIP)

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFB. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), www.labavn.org.

INSTRUCTIONS:

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

CITY OF LOS ANGELES
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR BID (RFB)

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Bidder will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises; including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Bidder's BIP outreach documentation. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A Bidder's failure to utilize and complete their BIP Outreach may result in their proposal/bid/submission of qualification being deemed non-responsive.

All BIP Outreach documentation must be submitted with the bid response submittal deadline.

Note – the BIP Outreach closes on its own deadline which is prior to submittal deadline for bid responses.

The Board of Public Works (Board) anticipated levels of

MBE Participation:	See RFB
WBE Participation:	See RFB
SBE Participation:	See RFB
EBE Participation:	See RFB
DVBE Participation:	See RFB

NOTE: It is recognized that it is not possible at the time of submission of the RFB response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFB. BIP Outreach Program information and/or assistance may be obtained through the City's Office of Contract Compliance by e-mail at bca.biphelp@lacity.org.

DEPARTMENT OF PUBLIC WORKS' POLICY
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR BID (RFB) SUMMARY

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

A. GENERAL

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at bca.biphelp@lacity.org.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:

    a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and

    b. A business whose management and daily business operations are controlled by one or more minority persons or women.

2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

    a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed $7 million.

    b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed Fourteen Million Dollars ($14,000,000.00).

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed Three Million, Five Hundred Thousand Dollars ($3.500,000.00).

4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.

b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.

5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least ten (10%) or more, and the veteran must reside in California.

8. Certification must be current **on the date the task work order for the project is assigned** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.

a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

a. City of Los Angeles
Bureau of Contract Administration, Office of Contract Compliance 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
Telephone: (213) 847-2684 FAX: (213) 847-2777
Internet address: http://bca.lacity.org/

b. CalTrans
State of California, Department of Transportation, Civil Rights Group 1823 14th Street, Sacramento, CA 95814
Telephone: (916) 324-1700
To order a directory, call (916) 445-3520
Internet address: http://www.dot.ca.gov/hq/bep/

c. Los Angeles County Metropolitan Transportation Authority

Equal Opportunity Department
1 Gateway Plaza, Los Angeles, CA 90012
Telephone: (213) 922-2600 FAX: (213) 922-7660
Internet address: http://www.mta.net

d. Southern California Minority Supplier Development Council, Inc. (for a fee) 800 W. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 FAX: (213) 689-1707
Internet address: http://www.scmsdc.org

9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFB response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.

10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.

11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.

a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.

c. Recognition for materials and/or supplies is limited to sixty percent (60%) of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.

d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.

f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.

g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.

h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. BIP OUTREACH DOCUMENTATION

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFB respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage (www.lacity.org) and linking onto "Bids, RFPs & Grants" or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFB response non-responsive and will result in its rejection**. *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at ITA.BAVN@lacity.org.
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at bca.biphelp@lacity.org.
3. If you are not contacted within fifteen (15) minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non- responsive.

1	**LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION**

The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	**ATTENDED PRE-SUBMITTAL MEETING**

The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months.

Required Documentation: An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior twelve (12) months as is evidenced by the event attendance documents.

Note: If the RFB states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	**SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS**

The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

***Required Documentation*:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFB response being deemed non-responsive.

Note: City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

4	**WRITTEN NOTICES TO SUBCONSULTANTS**

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFB responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

***Required Documentation*:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN's BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent's responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent's failure to utilize this notification function will result in their RFB response being deemed non-responsive.

Note: Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. In utilizing the BAVN's notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS

The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

***Required Documentation*:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

Note: For purposes of RFBs, making a copy of the RFB available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

6	NEGOTIATED IN GOOD FAITH

The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposal/bid/submission of qualification submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a proposal/bid/submission of qualification offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of proposals/bids/submissions of qualifications received. This list must include an explanation of the evaluation that lead to the proposal/bid/submission of qualification being rejected and the explanation must have been communicated to the subconsultant using BAVN.

***Required Documentation*:**

a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
b) An online Summary Sheet organized by work area, listing the following:
    1) the responses and/or bids received;
    2) the name of the subconsultant who submitted the bid/quote;
    3) a brief reason given for selection/non-selection as a subconsultant;
c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule **A. All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFB response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFB response being deemed non-responsive.

Note: For the purposes of this RFB only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFB response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFB response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFB submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	**BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE**

Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

***Required Documentation*:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

Note: At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFB response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFB submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

D. AWARD OF CONTRACT

The Board reserves the right to reject any and all RFB responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.

In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

E. SUBCONSULTANT SUBSTITUTION

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.

    a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.

    b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.

2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.

    a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:

        1. Name of company contacted; contact person and telephone number; date and time of contact.

        2. Response for each item of work which was solicited, including dollar amounts.

        3. Reason for selection or rejection of sub-bid prospect.

        4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at bca.biphelp@lacity.org for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

    b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.

b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.

c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

F. SUB-AGREEMENT FALSIFICATION

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

G. SUBMITTAL DOCUMENTS

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFB response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal/bid/submission of qualification for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal/bid/submission of qualification for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. AWARD OF CONTRACT

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals/bids/submissions of qualifications in accordance with Charter Section 371.

Kompan's BAVN Company ID: 91532

The following forms are not applicable at this time. This is not a bid, but an RFQ.

BIP requirements will be in opportunities where the requirements are applicable.

Schedule A

LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals/bids/submissions of qualifications from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Bid for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

_____
Signature of Person Completing this Form

_____
Printed Name of Person Completing this Form

_____
Title Date

MUST BE SUBMITTED WITH THE RFB RESPONSE

SCHEDULE B

TASK WORK ORDER LIST OF SUBCONSULTANTS

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title	Work Order Number

Contractor	Address
Contact Person	**Phone/Fax**

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	$	%
TOTAL WBE AMOUNT	$	%
TOTAL SBE AMOUNT	$	%
TOTAL EBE AMOUNT	$	%
TOTAL DVBE AMOUNT	$	%
TOTAL OBE AMOUNT	$	%
BASE BID AMOUNT	$	

Signature of Person Completing this Form

Printed Name of Person Completing this Form

Title Date

MUST BE SUBMITTED PRIOR TO THE ISSUANCE OF THE NOTICE TO PROCEED

SCHEDULE C
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE

Project Title	Contract No.

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE		
	DOLLARS	PERCENT
TOTAL MBE PARTICIPATION	$	%
TOTAL WBE PARTICIPATION	$	%
TOTAL SBE PARTICIPATION	$	%
TOTAL EBE PARTICIPATION	$	%
TOTAL DVBE PARTICIPATION	$	%
TOTAL OBE PARTICIPATION	$	%

Signature of Person Completing this Form:

_____

Printed Name of Person Completing this Form:

_____

Title: **Date:**

_____

MUST BE SUBMITTED WITH EACH INVOICE

SCHEDULE D
FINAL SUBCONTRACTING REPORT

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

Name, Address, Telephone No. of all Subconsultants Listed on Schedule C	Description of Work or Supply	MBE/WBE/ SBE/EBE/ DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

*** If the actual dollar value differs from the original dollar value, explain the differences and give details.**

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form Printed Name Title Date

SUBMIT WITHIN 15 DAYS OF TASK WORK ORDER COMPLETION

SECTION H

MUNICIPAL LOBBYING ORDINANCE (MLO)

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

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

INSTRUCTIONS:

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

FORM 50

Bidder Certification

Los Angeles City ETHICS COMMISSION

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

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____. Date of Last Amendment _____.

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)
91532	City of Los Angeles, Dept. Recreation and Parks
Bidder Name	
KOMPAN, Inc.	
Address	
605 W. Howard Lane, Suite 101, Austin, TX 78753	
Email Address	Phone Number
EriLew@Kompan.com	1-800-426-9788

Certification

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

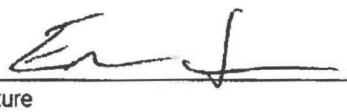
A. I am applying for one of the following types of contracts with the City of Los Angeles:

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

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

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

Eric Lewis
Name


Signature

Treasurer
Title

11/25/2019
Date

Los Angeles Administrative Code § 10.40.1

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

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

Los Angeles Administrative Code § 10.37.1

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

(a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
  (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.

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

SECTION I

LOS ANGELES RESIDENCE INFORMATION

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

INSTRUCTIONS:

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

LOS ANGELES RESIDENCE INFORMATION

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

Organization: KOMPAN, Inc.

I. Corporate or Main Office Address:

605 W. Howard Lane, Suite 101

Austin, Texas 78753

II. Total Number of Employees in the Organization: 101

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

4 ; Percentage Residing in the City: 0

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

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within The City: 0 ; Percentage Residing in the City: 0

SECTION J

REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10th of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars ($5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars ($5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

INSTRUCTIONS:

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

REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10^{th}) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars ($5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (*) those whose sub-subcontracts exceed Five Thousand Dollars ($5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars ($5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

KOMPAN, Inc.

Contractor or Name of Company



By: (Signature) Eric Lewis, Treasurer

11/04/2019

Date

SECTION K

COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12) (MEASURE H)

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing $100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or ethics.lacity.org.

INSTRUCTIONS:

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☑ **Original Filing** ☐ **Amendment:** Date of Signed Original _____. Date of Last Amendment _____.

Reference Number (Bid, Contract, or BAVN): 91532 Date Bid Submitted: 11/18/2019

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):

Section II Compliance Package, Compliance Documents - Request for Proposals/Bids/Qualifications, City of Los Angeles, Department of Recreation and Parks, Contracts Unit

Awarding Authority (Department awarding the contract): City of Los Angeles, Dept. of Recreation and Parks

Bidder Name: KOMPAN, Inc.

Bidder Address: 605 W. Howard Lane, Suite 101, Austin, TX 78753

Bidder Email Address: EriLew@Kompan.com Bidder Phone Number: 1-800-426-9788

Schedule Summary

Please complete all three of the following:

	Yes	No
1. **SCHEDULE A — Bidder's Principals** *(check one)* The bidder has one or more **PRINCIPALS,** as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. *(If you check "Yes", Schedule A is required.)*	☑	☐
2. **SCHEDULE B — Subcontractors and Their Principals** *(check one)* The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with subcontracts worth $100,000 or more. *(If you check "Yes", Schedule B is required.)*	☐	☑

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

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California: A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Eric Lewis
Name


Signature

Treasurer
Title

11/25/2019
Date

FORM 55

Prohibited Contributors (Bidders)

Los Angeles City ETHICS COMMISSION

Schedule A - Bidder's Principals

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

Name: Thomas J. Enright Title: President
Address: 605 W. Howard Lane, Suite 101, Austin, TX 78753

Name: Eric Lewis Title: Treasurer
Address: 605 W. Howard Lane, Suite 101, Austin, TX 78753

Name: Edward J. Write, Jr. Title: Secretary
Address: One Capital Mall, Suite 670, Sacramento, CA 95814

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule A pages are attached.**

FORM 55

Prohibited Contributors
(Bidders)

Los Angeles City ETHICS COMMISSION

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

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

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

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

☐ **Check this box if additional Schedule B pages are attached.**

SECTION L

NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION

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

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

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars ($5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four [4] pages) prior to award of a City construction contract valued at Five Thousand Dollars ($5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

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

INSTRUCTIONS:

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

CITY OF LOS ANGELES

NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

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

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

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

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

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

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

1. This provision applies to work or service performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The contractor agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

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

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

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

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

F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.

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

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

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

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

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

1. Hiring practices;

2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

3. Training and promotional opportunities; and

4. Reasonable accommodation for persons with disabilities.

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

Equal Employment Practices Provisions Certification –

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

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

KOMPAN, Inc.	
COMPANY NAME	AUTHORIZED SIGNATURE
605 W. Howard Lane, Suite 101	Eric Lewis, Treasurer
ADDRESS	NAME AND TITLE (TYPE OR PRINT)
Austin, Texas 78753	1-800-426-9788
CITY, COUNTY, STATE, ZIP	TELEPHONE/E-MAIL

SECTION M

CHILD CARE POLICIES

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

INSTRUCTIONS:

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

CHILD CARE POLICIES

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

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

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

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

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

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

II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the "Child Care Declaration Statement" form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the "Declaration Form".

III. Definition of a Stated Child Care Policy – A "Stated Child Care Policy" is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.

IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the "Child Care Declaration Statement."

A. EMPLOYER SUBSIDIZED CHILD CARE CENTER(S) –
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants,

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

B. EMPLOYER SUBSIDIZED CHILD CARE HOME(S)
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.

C. CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.

D. CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.

E. PAID PARENTAL LEAVE
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

F. PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.

G. SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars ($5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.

H. CHILD CARE REFERAL SERVICES
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).

I. PARENTING SEMINARS
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

J. COUNSELING OF A SELF-SUPPORTING CENTER

Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

K. START-UP OF A SELF-SUPPORTING CENTER
Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs

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

L. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER
Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

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

N. FLEXIPLACE/WORK-AT-HOME
Company offers employees the option to work in their homes; may be available part- or full-time.

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

P. WORK-AT-HOME FOLLOWING MATERNITY LEAVE
Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

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

R. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM
Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

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

CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT

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

KOMPAN, Inc.	800-426-9788
Business Name	Telephone No.
605 W. Howard Lane, Suite 101, Austin, TX 78753	
Business Address	
	Eric Lewis, Treasurer
Signature	Title

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

	YES	NO
Part One		
DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?	☑	☐
If YES, please attach a copy		
Part Two	☑	☐
DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?		
If YES, please check which from(s) of assistance		
Level I Assistance	☐	☑
Subsidized company child care center	☐	☑
Subsidized Network of child care homes	☐	☑
Child care reimbursement in addition to other benefits	☐	☑
Child care reimbursement in a flexible benefit package	☑	☐
Paid parental leave	☐	☑
Purchase of spaces for employees in community child care program(s) (centers or homes)		
Level II Assistance	☑	☐
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	☑	☐
Child care referral services	☑	☐
Parenting seminars	☑	☐
Counseling on work/family issues	☐	☑
Start-up of a self-supporting center	☐	☑
Start-up contributions to a "consortium center"		
Level III Assistance	☑	☐
Flexible work hours	☑	☐
Flex-place/work-at-home	☐	☑
Permanent part-time/job sharing	☑	☐
Work-at-home following maternity leave	☑	☐
Unpaid parental leave	☐	☑
Donations to enhance child care programs		
Other: (Describe) Please see attached Child Care Policy		

I HAVE READ AND COMPLETED:

	11/13/2019
(Signed) Eric Lewis, Treasurer	(Date)

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

Do not write in this space

Date Filed: Expiration Date:

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

This document must be returned with the
Proposal/Bid/Submission of Qualification

The undersigned hereby agrees that

will: KOMPAN, Inc.
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.

2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.

4. Certify that the business will maintain such compliance throughout the term of the contract.

5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.

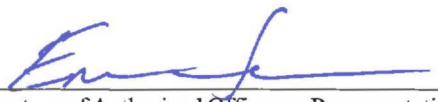
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Austin/Travis/Texas — City/County/State
11/13/2019 — Date

KOMPAN, Inc.
Name of Business

605 W. Howard Lane, Suite 101, Austin, TX 78753
Address of Business


Signature of Authorized Officer or Representative

Eric Lewis
Print Name

Treasurer
Title

800-426-9788
Telephone Number

SECTION N

IRAN CONTRACTING ACT OF 2010

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

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

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

INSTRUCTIONS:

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

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

Vendor Name/Financial Institution (printed) KOMPAN, Inc.		*BTRC(orn/a)* 0002639201-0001-6
By (Authorized Signature)		
Print Name and Title of Person Signing Eric Lewis, Treasurer		
Date Executed 11/04/2019	*City Approval(Signature)*	*(Print Name)*

OPTION #2: EXEMPTION

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

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

SECTION P

OUT-OF-STATE BIDDERS

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: 100-468455

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

No Permit Number: [ ] _____

Signature: _____

Date: 11/4/2019

SECTION Q

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET/
GOVERNMENTAL PROJECT SHEET

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET
CONTRACTOR MUST USE THIS FORM

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

Name of Employee Thomas J. Enright Title President, Kompan

Years Experience 34 Current Licenses and/or Certifications

Other Pertinent Information 34 years experience in building product manufacturing & construction; led over $500M in commercial projects including two largest synthetic turf contracts in North America.

Name of Employee Jon Tebert Title Sales Director, CA

Years Experience 25 years relevant experience; 1 year in the playground industry Current Licenses and/or Certifications

Other Pertinent Information 20+ years of leadership experience; expertise in building highly productive, professional sales teams. Mission: To help our clients create happier & healthier communities.

Name of Employee Joe McGuan Title KOMPAN Technical

Years Experience 38 Current Licenses and/or Certifications CPSI and CPMT

Other Pertinent Information Safety manager; has implemented & directed an ISO9001 program for an international playground manufacturer; third-party playground equipment and surfacing safety auditory & test technician for IPEMA certification program; member of ASTM and KOMPAN's IPEMA program representative; Joe will be on-call for technical advice for project, installation, warranty, and beyond.

Name of Employee Gene Hunter Title Project Manager

Years Experience 15 Current Licenses and/or Certifications

Other Pertinent Information Responsible for coordinating & managing all project resources for projects form start-up to close-out; improving performance efficiency, & ensuring work completion on schedule and on budget.

Name of Employee David Christensen Title Recreational Consultant

Years Experience 22 Current Licenses and/or Certifications Contractors License (Prefabricated Equipment) C61 and bonded; CPSI - 15 years experience inspecting Lead Containment and Removal Certification; OSHA Safety Certification; Forklift Operator Certification; Asbestos Removal Certification

Other Pertinent Information 22 Years Playground Installation Experience; General Contracting; experineced in installing play equipment, surfacing, concrete work, excavating, shades; helped found and run three non-profit organizations to help the homeless & poorest of the poor globally.

Name of Employee Everett Lathan Title Direct Sales Consultant

Years Experience 30 years relevant experience; 3 years at Kompan Current Licenses and/or Certifications

Other Pertinent Information 30 years of campaign and product management, allocating resources, budgeting and planning projects; experienced in creating ADA, ASTM and CPSC compliant play and sport & fitness solutions.

Name of Employee Grant Bauer Title Playground Design & Sales Consultant

Years Experience 9 years relevant experience; 1.5 years with Kompan Current Licenses and/or Certifications

Other Pertinent Information Experienced playground design consultant with a demonstrated history of working with municipalities and school districts throughout LA, OC and Riverside counties to create ADA, ASTM and CPSC compliant play and sport & fitness solutions for people of all ages and abilities.

Please print additional pages if require

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project: Commons Heritage Park & Outdoor Amphitheater

Location of Project: 68530 Avenida Lalo Guerrero, Cathedral City, CA 92234

Project Description: Play structures, installation, and surfacing

Amount of the Contract: $143,699 Duration in Months: 5 months

Awarding Agency: City of Cathedral City, Engineering Division

Awarding Agency Address: 68700 Avenida Lalo Guerrero

City: Cathedral City State: CA Zip Code: 92234

Awarding Agency Telephone Number (Include Area Code): 760-770-0349

Awarding Agency Project Liaison: Vicent Lopez

Project Liaison Telephone Number (Include Area Code): 760-770-0349

Name of Project: Creekside Park

Location of Project: 780 Creekside Drive, Walnut, CA 91789

Project Description: New play structures, installation, and surfacing

Amount of the Contract: $210,000 Duration in Months: 3 months

Awarding Agency: City of Walnut

Awarding Agency Address: 21701 Valley Blvd.

City: Walnut State: CA Zip Code: 91789

Awarding Agency Telephone Number (Include Area Code): 909-598-5605

Awarding Agency Project Liaison: Carl Partridge (Retired); New Liason: Melissa Barcelo

Project Liaison Telephone Number (Include Area Code): 909-598-5605

Name of Project: Fox Hills Park

Location of Project: Fox Hills Park, Green Valley Circle and Buckingham Parkway, Culver City, CA 90230

Project Description: New play structures, installation, and surfacing

Amount of the Contract: $175,000 Duration in Months: 2.5 months

Awarding Agency: City of Culver City

Awarding Agency Address: 9505 W. Jefferson Blvd.

City: Culver City State: CA Zip Code: 90230

Awarding Agency Telephone Number (Include Area Code): 310-253-6471

Awarding Agency Project Liaison: Patrick Reynolds

Project Liaison Telephone Number (Include Area Code): 310-253-6471

Please print additional pages if required

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project: Ron Ortega Recreation Park

Location of Project: Ron Ortega Recreation Park, 1501 Maxson Street, Oceanside, CA 92054

Project Description: Demo, New Play Structures, and Installation

Amount of the Contract: $107,196 Duration in Months: 1 Month - PO in October 2019

Awarding Agency: City of Oceanside, Engineering Dept., Carmen Ryan

Awarding Agency Address: 300 North Coast Highway

City: Oceanside State: CA Zip Code: 92054

Awarding Agency Telephone Number (Include Area Code): 760-435-5099

Awarding Agency Project Liaison: Chris Keiter

Project Liaison Telephone Number (Include Area Code): 413-348-5352

Name of Project: Larwin Park

Location of Project: Larwin Park, 6000 Ball Road, Buena Park, CA

Project Description: Play structures, shade, and installation

Amount of the Contract: $778,560 Duration in Months: 5 months

Awarding Agency: City of Buena Park

Awarding Agency Address: 6650 Beach Blvd.

City: Buena Park State: CA Zip Code: 90622

Awarding Agency Telephone Number (Include Area Code): 714-562-3500

Awarding Agency Project Liaison: Aaron Francis

Project Liaison Telephone Number (Include Area Code): 714-562-3678

Name of Project: Ladera Park

Location of Project: Ladera Park, 6027 ladera Park Ave., Los Angeles, CA 90056

Project Description: Play structure, installation, and surfacing

Amount of the Contract: $250,000 Duration in Months: 4 months

Awarding Agency: Los Angeles County Park & Rec

Awarding Agency Address: 1000 S. Fremont Ave.

City: Alhambra State: CA Zip Code: 91803

Awarding Agency Telephone Number (Include Area Code): 626-588-5364

Awarding Agency Project Liaison: William Hayes

Project Liaison Telephone Number (Include Area Code): 626-588-5336

Please print additional pages if required

SECTION R

INFORMATION RELEASE FORM

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Bid 3 to disclose in good faith any information they may have regarding my Bids for contracting. All information obtained will be in connection with Bids for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

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

I hereby acknowledge that I have read the above disclosure statement and have

understood it. Name: Eric Lewis Title: Treasurer

Signature: _____ Date: 11/04/2019

Firm's Name: KOMPAN, Inc. Phone: 1-800-426-9788

Firm's Address:

605 W. Howard Lane, Suite 101, Austin, TX 78753

Street, City, State Zip

SECTION S

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALFICATIONS

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL/BID/SUBMISSION OF QUALFICATION

I/We, Eric Lewis

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

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

is of KOMPAN, Inc. (Name of firm / business entity)

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

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

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

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

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal/bid/submission of qualification;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal/bid/submission of qualification price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(c) Did not, directly or indirectly, submit its proposal/bid/submission of qualification price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal/bid/submission of qualification depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

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

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

STATE OF ~~CALIFORNIA~~ Texas
COUNTY OF Travis

Subscribed and sworn to before me this 4th day of November, 2019
(Month / Year)

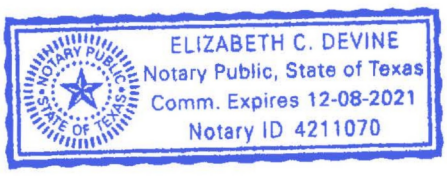
(Notary Public) Elizabeth C. Devine

(Signature)

Treasurer
(Title)

11/04/2019
(Date)

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



CITY OF LOS ANGELES - DISCLOSURE ORDINANCES

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

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

1. I, Thomas J. Enright am authorized to bind contractually the Company identified below.

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

91532	91-0819688		
BAVN Company Id	EIN/TIN		
KOMPAN, Inc.			
Company Name			
605 W. Howard Lane Suite 101	Austin	TX	78753
Street Address	City	State	Zip
800-426-9788	elidev@kompan.com		
Phone	Email		

3. The company came into existence in 1991 (year).

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

- [x] The Company found no records that the Company or any of its Predecessor Companies had any Participation or Investments in, or derived Profits from, Slavery or Slaveholder Insurance Policies during the Slavery Era.
- [ ] The Company found records that the Company or its Predecessor Companies Participated or Invested in, or derived Profits from Slavery during the Slavery Era. A description of the nature of that Participation, Investment, or Profit is required and should be sent to bca.eeoe@lacity.org.
- [ ] The Company found records that the Company or its Predecessor Companies bought, sold, or derived Profits from Slaveholder Insurance Policies during the Slavery Era. A list of names of any Enslaved Persons or Slaveholders under the Policies is required and should be sent to bca.eeoe@lacity.org.

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

- [x] The Person/Company found no records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017.
- [ ] The Person/Company found records that the Company has participated in contracts, bids, or proposals to provide goods or services for the design, construction, operation, or maintenance of a federally funded wall, fence or other barrier, including prototypes of a wall, fence or other barrier along the border between the United States and Mexico on or after March 17, 2017. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.

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

- [x] The Person found no records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association.
- [ ] The Person found records that the Company and its Subsidiaries, if any, have participated in contracts or sponsorships with the National Rifle Association. A description of the nature of that participation is required and should be sent to bca.eeoe@lacity.org.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Thomas J. Enright, the requestor for this "DO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Thomas J. Enright — *Signature*

14 November, 2019 — *Date*

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

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

DEFINITIONS

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

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

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

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

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

Participation means having been a Slaveholder during the Slavery Era.

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

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

Slavery means the practice of owning Enslaved Persons.

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

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

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

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

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

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

SECTION 1. CONTACT INFORMATION

BAVN Company Id: 91532 EIN/TIN: 91-0819688

Company Name: KOMPAN, Inc.

Company Address: 605 W. Howard Lane Suite 101

City: Austin State: TX Zip: 78753

Contact Person: Isis Martinez Phone: 800-426-9788 E-mail: isimar@kompan.com

Approximate Number of Employees in the United States: 101

Approximate Number of Employees in the City of Los Angeles: 0

SECTION 2. EBO REQUIREMENTS

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

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

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

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

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

SECTION 3. COMPLIANCE OPTIONS

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

..... I have no employees.

..... I provide no benefits.

..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.

✓ ..... I provide equal benefits as required by the City of Los Angeles EBO.

..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.

..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.

..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)

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

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

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

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

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

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

DECLARATION UNDER PENALTY OF PERJURY

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

TERMS OF ACCEPTANCE AND SIGNATURE:

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

Electronic Signature:*

Isis	Martinez
First name	*Last name*

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

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