

REQUEST FOR QUALIFICATIONS

TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION



City of Los Angeles Department of Recreation and Parks

Figueroa Plaza
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

Mandatory Pre-Qualification Conference: **TBD**
Non-Mandatory Technical Review Meeting: **TBD**
Submission Deadline: **TBD**

RESPONDENT'S CONTACT INFORMATION

Contact information for the person to whom all communication regarding the Statement of Qualifications submitted in response to this RFQ and the prospective contract should be directed

Organization Name: _____

Address: _____

E-Mail: _____

Contractor's (or Other Professional) License No.: _____

Business Tax Registration Certificate (BTRC) No.: _____

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IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

**REQUEST FOR QUALIFICATIONS FOR
TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND
TREE INVENTORY DATA COLLECTION TOTAL ANNUAL EXPENDITURES IN AN AMOUNT
NOT TO EXCEED: SEVEN MILLION DOLLARS (\$7,000,000.00) AMOUNT OF CONTRACT
PER YEAR, PER CONTRACTOR, PER CONTRACT**

IMPORTANT INFORMATION

MINIMUM LICENSE REQUIREMENTS:

- a) Tree Pruning and Removal: A Valid California Contractors License: D-49 Tree Service Contractor and be Certified by International Society of Arboriculture (ISA Certified Arborist).
- b) Urban Forestry Consulting Services and Tree Inventory Data Collection: ISA Certified Arborist with Tree Risk Assessment Qualifications, and/or Certification with American Society of Consulting Arborists

MANDATORY PRE-QUALIFICATION MEETING:

A **Mandatory pre-qualification** meeting will be conducted on **TBD** at 221 North Figueroa Street,

Conference Room 300A, Los Angeles, CA 90012.

A **Non-mandatory technical review** meeting will be conducted on **TBD** at 221 N. Figueroa Street,

Conference Room 300A, Los Angeles, CA 90012

DEADLINE AND DELIVERY INFORMATION:

Proposals must be received no later than **TBD** on **TBD**.

Two (2) complete, all pages and all attachments, **Request for Qualifications (RFQ)** documents (including addenda), at least one (1) must be unbound, with original initials/signatures and required forms, attachments and documentation must be submitted. In addition, a scanned PDF electronic copy must be submitted along with the two (2) originally signed copies of the complete RFQ.

Responses must be submitted in one (1) or more sealed envelopes *or boxes/packages*, clearly marked as follows:

**RFQ for TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES
AND TREE INVENTORY DATA COLLECTION – RESPONSE ENCLOSED**

- a. With the Name and Address of Firm responding.

Responses must be mailed or delivered in person to:

City of Los Angeles Board of Recreation and Park Commissioners
Attention: Board Secretary
Figueroa Plaza
221 N. Figueroa Street, Suite 300
Los Angeles, California 90012

Facsimile Responses or modifications of any RFQ document will not be considered. Late submittals will not be accepted. Responses received at any other location will be deemed non-responsive and returned to the Respondent.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

RESPONDENT'S CHECKLIST

Before submitting your Response, complete the following checklist, indicating whether you have properly completed, signed and returned the following items with your Response. Failure to do so *may* cause your Response to be declared non-responsive.

ITEM DESCRIPTION	INITIALS
<p>COMPLETED, SIGNED ORIGINALS The Response consists of two (2) originals, each set containing original initials and signatures, the complete RFQ documents, plus all addenda, with no missing pages, and all required forms and attachments.</p> <p>In addition, a <u>scanned PDF electronic copy</u> has been included with the Response.</p> <p>All signatures have been completed in ink.</p> <p>The Response has been properly signed and dated by the person(s) authorized to legally bind the Respondent/Proposer/Contractor.</p>	<hr/> <hr/> <hr/> <hr/>
<p>RIGHT TO REJECT RESPONSES In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City."</p>	<hr/>
<p>EXAMINATION OF RESPONDENT'S QUALIFICATIONS Respondent acknowledges that the Department of Recreation and Parks Finance Division will examine the Response and determine the acceptability of each Respondent's qualifications for this RFQ. The Department of Recreation and Parks reserves the right to use outside evaluation panels if necessary.</p>	<hr/>
<p>RESPONDENT QUALIFICATIONS / EVALUATION SHEET, RESPONSE ITEMS, RESPONSE FORM AND RELATED DOCUMENTS Respondent has completed all requests for information and answered all questions.</p>	<hr/>
<p>NON-COLLUSION AFFIDAVIT Respondent has read, signed, notarized, and submitted the Non-Collusion Affidavit. (see Exhibit C)</p>	<hr/>
<p>MUNICIPAL LOBBYING ORDINANCE Respondent has reviewed the Municipal Lobbying Ordinance and information relating to the Ordinance. (See Exhibit C)</p>	<hr/>
<p>INTRODUCTION, RESPONDENT'S INSTRUCTIONS AND SUBMITTALS Respondent has fully read and understood the "Introduction, Respondent's Instructions and Submittals" section of this RFQ.</p>	<hr/>
<p>COMPLIANCE DOCUMENT PACKET Respondent has completed the checklist and all required items in the Compliance Document Packet attached in Exhibit C. VERY IMPORTANT – FAILURE TO COMPLETE AND SIGN ALL FORMS IN SECTION I OF EXHIBIT C WILL RENDER YOUR RESPONSE NON-RESPONSIVE.</p>	<hr/>

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

ITEM DESCRIPTION	INITIALS
FORM A – H INDEX	
FORM A: CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET(S) Respondent filled out and submitted the form indicating all governmental agencies that projects have been completed for. Make as many copies of this form as necessary.	_____
FORM B: CONTRACTOR KEY EMPLOYEE REFERENCE SHEET(S) Respondent completed and submitted the form(s) indicating all key employees working for them. Make as many copies of this form as necessary.	_____
FORM C: PROJECT QUALIFICATION FORM(S) Respondent read, signed and submitted one completed form for each qualifying project.	_____
FORM D: INFORMATION RELEASE FORM (SIGNATURE REQUIRED) Respondent has read, signed, and submitted the Information Release Form.	_____
FORM E: CERTIFICATE OF LIABILITY INSURANCE (SIGNATURE REQUIRED) Respondent attached completed and signed form from insurance company, or attached the form provided by his/her insurance company showing all coverage limits. If self-insured, mark "Not Applicable."	_____
FORM F: APPLICANT'S DECLARATION OF SELF-INSURANCE Complete and sign form or mark "Not Applicable."	_____
FORM G: OUT-OF-STATE BIDDERS Respondent has submitted a signed and completed Out-Of-State Bidders form, if applicable. If not applicable, please enter "Not Applicable."	_____
FORM H: SLAVERY DISCLOSURE ORDINANCE EXEMPTION Sign and submit the SDO Exemption if applying for the exemption. If this is not applicable, please enter "Not Applicable."	_____
EXHIBIT A-C INDEX	
EXHIBIT A: SPECIFICATIONS & PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION. Respondent has read all sections of the "Specifications and Proposed As-Needed Contract Language", and filled out contact information in Article 17 (in Exhibit A).	_____
EXHIBIT B: INSURANCE INFORMATION AND MINIMUM COVERAGE LIMITS REQUIREMENTS Evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage <i>may</i> deem your response non-responsive.	_____
EXHIBIT C: COMPLIANCE DOCUMENT PACKET See checklist provided with Exhibit C and complete all items in Section I of packet. Section II of the compliance packet outlines items that must be completed within ten (10) calendar days after notice of award. ALL FORMS IN	_____

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SECTION I MUST BE COMPLETED, SIGNED AND SUBMITTED BY THE RFQ SUBMITTAL DEADLINE.

NAME OF RESPONDENT _____

RESPONDENT'S ADDRESS _____

STREET _____

CITY _____ **STATE** _____ **ZIP CODE** _____

➤ **RESPONDENT'S TELEPHONE NUMBER** _____

➤ **RESPONDENT'S FAX NUMBER** _____

➤ **RESPONDENT'S EMAIL ADDRESS** _____

➤ **BUSINESS TAX REGISTRATION CERTIFICATE NUMBER (BTRC) #** _____

➤ **RESPONDENT'S CHECK LIST**

Are all pertinent sections of the "Respondent's Check List" completed, signed and initialed?

Initial _____

➤ **RESPONDING TO RFQ FOR TREE PRUNING AND REMOVAL.**

➤ Initial _____

➤ **RESPONDING TO RFQ FOR URBAN FORESTRY CONSULTING AND TREE INVENTORY DATA COLLECTION.**

➤ Initial _____

BY:
(Signature) _____ Date _____

PRINT NAME: _____

TITLE OR POSITION: _____

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INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

Firms interested in providing **TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION** are invited to submit a Statement of Qualifications to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Qualifications (RFQ). The RFQ is the first phase of a two-phase procurement process, the second phase being the bid and award of as-needed **TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION** contracts for individual projects.

RAP will evaluate submitted Responses to the RFQ based upon the evaluation criteria identified herein and will select the Respondents it deems responsive and qualified. Only those Respondents will be recommended to the Board of Recreation and Park Commissioners (Board) for a contract award. **The term of the as-needed contract will be three (3) years.**

Complete sets of the RFQ documents, including all addenda, if issued, are available to interested parties online at www.labavn.org and <http://www.laparks.org/proposal.htm>. It shall be the Respondent's responsibility to verify that it has a complete set of RFQ documents, including all addenda, prior to the due date. Respondents are advised that the Board has not authorized any other agency, or Internet service other than the RAP Finance Division to distribute or sell RFQ documents. Respondents are therefore further advised that submission of a Response on documents other than those obtained from the above address will cause the Response to be deemed non-responsive.

The Board reserves the right to award an as-needed contract to multiple Respondents, and may award one (1) or more contracts at any time within a period of six (6) months after the receipt of Responses. If necessary, the Board may also request in writing an extension of RFQ proposals from all responsive Respondents for additional periods in increments of three (3) months or ninety (90) days, or until a contract(s) has been awarded and approved.

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

DESCRIPTION OF REQUESTED SERVICES

A) TREE PRUNING AND REMOVAL

B) URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION

EXPEDITED AWARD AND EXECUTION OF CONTRACT

Due to RAP's need to complete the contract work associated with this RFQ as expeditiously as possible, the Board has requested that all Respondents be advised of the following:

1. It is the intention of the Board to award an as-needed pre-qualified contract to the respondent(s) who meet the minimum qualifications outlined in this document. All pre-qualified respondents will compete for projects issued by RAP on an as-needed basis.
2. All respondents are requested to cooperate to the fullest extent possible by submitting all required documentation, and any additional documentation requested by staff, as expeditiously as possible. Failure of any respondent to comply with the submittal requirements as defined in this RFQ or to submit any required additional documentation by the date and time specified by staff may render the response non-responsive, making the respondent ineligible for any future contract awards under this RFQ.

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3. It is the intention of the Board to award this contract as expeditiously as possible.
4. Any respondent unable to meet the deadline requirements specified herein may be subject to rescission of the contract award by virtue of being declared non-responsive by the Board. At minimum, failure to submit additional documentation requested upon award of contract will render the contractor non-compliant, which results as no contract will be awarded, no work will be performed, and no payments until all required forms are submitted.
5. Respondents may submit qualifications for either TREE PRUNING AND REMOVAL, or URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION, or may submit qualifications for both. An offering of a contract for each requested service will be evaluated individually. A respondent may be awarded in one requested service, and not the other, both, or none, depending on the evaluation process of the submissions. Submission of qualifications in one requested service or both requested services does not guarantee the award of a contract in one or either requested service. Note, insurance requirements are different for each contracted service. If a firm is qualifying for both services the higher of the two insurance requirements will apply to both.

RAP CONTACT FOR INFORMATION AND ASSISTANCE

Requests for clarification of conflicts and/or omissions from the RFQ and/or contract documents shall be addressed in writing to the RFQ Administrator:

Robert Feld
Department of Recreation and Parks
Contracts, Finance Division
221 North Figueroa Street, Suite 180
Los Angeles, California, 90012

Phone: (213) 202-5621
Fax: (213) 202-2614 (Cover sheet required)
E-mail: robert.feld@lacity.org

MANDATORY PRE-QUALIFICATION MEETING

Respondents are required to attend a pre-qualification meeting scheduled for **TBD** at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012.

The purpose of the meeting is to inform prospective respondents of the submittal information and provisions relative to this RFQ, including the City's Business Inclusion Program, Equal Benefits Ordinance, Affirmative Action Program, Labor Code compliance, and any other applicable requirements.

NON-MANDATORY TECHNICAL REVIEW MEETING

The non-mandatory technical review meeting is scheduled for **TBD** at the City of Los Angeles, Department of Recreation and Parks, Figueroa Plaza, 221 North Figueroa Street, Conference Room 300A, Los Angeles, CA 90012. While attendance for this meeting is not required, respondents are encouraged to attend for their own benefit.

The purpose of the meeting is to review the prospective respondents' RFQ packages, to inform them of any missing forms and requirements, and allow them the opportunity to make any

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corrections before submitting their completed RFQ packages by the RFQ Submittal Deadline/Opening of Proposals.

SUBMITTAL DEADLINE/OPENING OF PROPOSALS

Proposals must be received no later than on **TBD** of the RFQ submittal date.

NO facsimile responses or facsimile modifications of responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED.**

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the [Deadline and Delivery Information](#) section at the top of this RFQ.

REVIEW OF RESPONSES

After the responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful respondents (if any) and the award of one or more as-needed contracts. The respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

REJECTION OF RESPONSES

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

RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES

In general, a respondent will not be released on account of errors. After responses have been opened and declared, no responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The respondent sends within five (5) calendar days after the opening of the responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners
Attention: Board Secretary
221 North Figueroa Street, Suite 300
Los Angeles, CA 90012

In the notice, the respondent:

- A. Specifies that the error results in a response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);

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- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

ERRORS INVOLVING SUBSTITUTION OF THE LISTED SUBCONTRACTORS ARE DETAILED ELSEWHERE IN THIS RFQ UNDER THE SECTION ENTITLED SUBLETTING AND SUBCONTRACTORS.

RFQ SUBMITTAL ITEMS

Respondents must submit the following:

- **Two (2)** complete original RFQ Responses, at least one must be unbound AND
- A scanned PDF electronic copy of the RFQ response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive).

Each original response must include the RFQ documents, all pages and all attachments, with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012.** All envelopes must show the contract title and the Responder's name and address, with **"RESPONSE ENCLOSED"** indicated in bold letters, and must be received at the above address not later than **3:00 P.M.** of the RFQ submittal date designated on Page 3 of this RFQ: "Important Information". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED. City staff will then review the RFQ's and MAY make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. NO Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses, one (1) of which must be an unbound copy, and a scanned PDF electronic copy as required may result in your response being deemed non-responsive.**

USE OF CITY-ISSUED FORMS

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ response *may* be cause for rejection of the response.

PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting respondent prior to pursuing any legal remedy which may be available. For this reason, no respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests must be received prior to the Board's award of any contract in response to this RFQ.

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2. Protests are transmitted via US Mail to:

Board of Recreation and Park Commissioners
Attention: Board Secretary
Figueroa Plaza
221 N. Figueroa St., Suite 300
Los Angeles, California 90012

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another respondent, the Board will only consider such protests if it appears that either respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

RESPONDENT QUALIFICATIONS/EVALUATION

The intent of this RFQ is to produce two lists of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple respondents for inclusion on the lists. Contracts will be awarded based on the completeness of the Response and the respondent's qualifications.

The respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications **MUST** be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet all of minimum requirements for the contract they are seeking to be awarded. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

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This is a pre-qualified contract. RAP may recommend multiple pre-qualified respondents for this contracts. All pre-qualified respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the respondent's qualifications, which will be evaluated based on the information provided in the response.

DEFINITIONS:

TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION includes but is not limited to the following:

A) TREE PRUNING AND REMOVAL work to include but is not limited to tree pruning, removal, root pruning, chipping, clean up, disposal, stump removal and replacement of existing surrounding infrastructure and maintenance. Additionally, work may require other arborvitae related activity. If selected for an as-needed contract, the responder must be willing and able to commit to the following services to be performed:

J. Conduct of Operations

1. At all times, work must conform to Article 12, Tree Work, Maintenance, or Removal, of the General Industry Safety Orders, Title 8, California Administrative Code. Head protection shall be worn by all employees engaged in tree operations and shall conform to Article 10, Section 3381 of the General Industry Safety Orders, Title 8, California Administrative Code. Arboricultural operations must be performed to comply with American National Standards Institute (ANSI) guidelines Z133.1-2006.
2. Cooperation with others: The Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to the park patrons or park employees.
3. Contractor to provide a qualified English-speaking supervisor who shall be present and readily available to RAP personnel and the public during hours of operation at each work site. Additionally, an ISA Certified Arborist shall be present on the site during entire tree pruning operations. RAP shall provide prioritized work orders of tree trimming and/or removal projects to Contractor. RAP shall schedule and have a site walk-through with Contractor prior to submittal of project cost estimate. Contractor shall schedule site walk-through with RAP within twelve (12) hours of notification in case of emergencies. Emergencies are defined as any situation involving trees whereby the RAP Contract Inspector views the present condition of those trees as a danger or hazard to public safety. Contractor shall submit to RAP the general order in which Contractor intends to complete the project prior to starting the work by providing start date and projected completion date. The Contractor's site supervisor shall be available to the RAP Contract Inspector at all times during normal working hours and emergency work periods. Avoiding contact with the RAP Contract Inspector may result in suspension of work.
4. Contractor's working hours must coincide with those of the Department (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays),

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other than emergency incidents. For emergencies, RAP must first approve any deviation from these hours and/or work on weekends and holidays.

5. Inclement weather: Work in trees shall be suspended during periods of inclement weather, including extreme heat, high winds and heavy rain.

6. Preservation of property: The Contractor shall be careful to protect from damage all existing trees, shrubs, plants, fences, buildings and other structures. The Contractor shall be liable for any and all damages caused by contract operations to such trees, shrubs, plants, other growth and features or property, including City of Los Angeles owned buildings. All damaged trees, shrubs, plants, other growth features, and property shall be replaced or restored to their original condition to the satisfaction of the RAP Contract Inspector at Contractor's expense.
7. Traffic control: At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. Contractor shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
8. Removal of brush and debris: All trimmings, debris, and other vegetation resulting from tree trimming operations shall be promptly removed from the work site and properly disposed of at Contractor's expense. Contractor shall make every effort to deliver the trimmings, wood and other debris from tree care activities to City operated green waste processing sites for recycling, whenever practical. All laws and ordinances applicable to and governing such disposal shall be fully complied with.
9. Daily clean up: The roads and pathways shall be swept, raked or cleared of tree trimming or removal debris at the close of each day's operation.
10. If the Contractor, after having officially started said contract, should discontinue work for any cause or reason, the Contractor shall notify RAP Contract Inspector of intent to do so, and shall further notify RAP Contract Inspector of the date of restarting operations.
11. All work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the Department Contract Inspector.
12. Failure to comply with any requirement contained herein may result in suspension of work.
13. RAP Contract Inspector must first approve any sub-contracting of work.
14. The playing of loud music during working hours is prohibited.
15. Contractor will provide all equipment and personnel for all tasks.

II. Specifications for Tree Pruning

1. Trees must be pruned to create a well-maintained ornamental appearance. All trees listed will receive maximum trimming (see below), unless otherwise specified. Trees trimmed are located within the limits of the City of Los Angeles.

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2. Maximum tree pruning – crown reduction, pruning top and sides to lighten and balance, removing deadwood and crossed branches, raised to legal height. This pruning is to provide for the general health of the tree and for public safety. However, at no time should reduction exceed one fourth (1/4) of the overall size of any tree unless specified by the RAP Contract Inspector. The finished trees shall have a symmetrical and aesthetic form with the weight evenly distributed.
3. Low branches overhanging sidewalk and street shall be removed to legal height.
4. Pruning shall include the removal of all dead, broken, diseased, insect-infested branches and stubs throughout the tree.
5. In order to shorten the length of limbs, use the thin to lateral method. Methods of pruning which may be called Topping, Heading Back, or Lions Tailing, shall not be used. Maintain symmetrical form of the tree.
6. To lighten end weight where such overburden appears likely to cause breakage of limbs four inches (4”) or more in diameter, the only pruning method to be used is drop crotch. Remove cross limbs and epicormic growth (suckers) as required. Pruners will be used to complete the final trimming process. Any exceptions will be at the discretion of the RAP Contract Inspector. All tree pruning will be done in a manner which will not injure or scar the tree.
7. Final pruning cuts shall be made without leaving a stub. They shall be made in a manner to favor the earliest covering of the wound by callus growth. This requires that the wound be as small as possible and the cut be reasonably flush outside the branch bark ridge area and that the cambium tissues at the edge of the cut be alive and healthy. Extreme flush cuts that produce large wounds and weaken the tree at the cut shall not be made.
8. Pruning and cutting tools shall be kept sharpened to a condition that will not damage the cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
9. The use of climbing spurs or spike shoes will not be permitted, except on Palm trees, dead trees or trees identified for removal. In order to prevent the spreading of fungal diseases on Palm trees, disinfect handsaw or pruners used to prune off live fronds in chlorine solution for at least five (5) minutes before pruning another palm tree. The Contractor may use chainsaws on dead non-conductive tissue of dead palm fronds.
10. Palm tree trimming/pruning specifications:
 - a. Date palms---remove dead fronds with chainsaws and two rows of green or live fronds with handsaws or pruners.
 - b. Fan palms---remove dead and green fronds including the seed pods. Green fronds are to be removed using handsaws or pruners and the tools disinfected after each use.
 - c. Fan palm scoring---remove frond husks on palms.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

- d. Green fronds of all palms are to be removed by handsaws or pruners and the tools disinfected with a chlorine bleach solution after use on each tree.
11. Contractor shall dispose of all branches, brush, debris, chipping, wood, and logs at Contractor's expense. Contractor shall make every effort to deliver the trimmings, wood and other debris from tree care activities to City operated green waste processing sites for recycling, whenever practical.

III. Specifications for Tree Removal

1. Work shall consist of the removal, including stump, of dead and live trees within the City of Los Angeles limits, when condition of a tree or trees poses both a safety hazard and a substantial fire hazard.
2. Trees to be removed shall be identified by the RAP Contract Inspector. Any tree, living or dead, shall be removed only upon the approval of the RAP Contract Inspector. RAP Contract Inspector shall prioritize tree removal for Contractor. Contractor shall respond by scheduling a walk-through with RAP Contract Inspector. In case of emergencies, Contractor shall respond to a work order within twelve (12) hours of notification, to schedule a project walk-through. Contractor shall submit to RAP a timetable in which Contractor intends to complete the project prior to starting work, by submitting a start date and completion date.
3. Trees identified for removal shall be removed completely including removal of limbs and trunk, and the stump ground to within six (6) to eight (8) inches below the surface of the ground. Stump shall be ground in all areas accessible by equipment. Stump grindings can be left as a mound over the stumped area.
4. Contractor must dispose of all branches, brush, debris, chipping, wood, and logs at Contractor's expense. The debris and wood removed shall be disposed of in a manner complying with prevailing industry standards and toward the goal of "zero waste" as defined by the California Integrated Waste Management Board (CIWMB). Contractor shall make every effort to deliver the trimmings, wood and other debris from tree removal activities to City operated green waste processing sites for recycling, whenever practical.
5. During the tree removal process, equipment and tools such as ropes, slings, blocks, winches, and/or cranes will be used as needed. Trees should be felled on the main road where possible. They are not to be felled on the hillside and left to slide down the mountain. All felled trees must be completely removed from the work area.

IV. Assigned Personnel

1. Contractor must notify RAP within forty-eight (48) hours, except sooner in emergencies, in writing, if key personnel identified in Contractor's proposal submittal cannot continue on project or specific job.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

2. City reserves the right to approve or reject key personnel replacements.

B) URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION may include (but are not limited to) the following:

1. Urban Forest Planning
2. Park Tree Inventories
3. Ecosystem Services and Values reporting
4. Urban Tree Canopy Studies
5. Climate Change and Climate Adaptation Strategies and Planning
6. Tree Management Software and Custom Programming
7. GIS Mapping, Architecture and Programming
8. Tree & Environmental Preservation Planning
9. Construction Monitoring for Tree Protection
10. Tree Risk Assessment
11. Wood Decay Evaluation Using Resistograph or Sonic Technology
12. Tree Forensics and Expert Witness Testimony
13. Pest Detection, Prescription and treatment

The consultant shall provide these professional services on an as-needed (on-call) basis. All consulting services require providing recommendations based on arboricultural best management practices, RAP's Urban Forestry Program and Tree Care Manual, the California Model Water Efficient Landscape Ordinance and City policies and procedures.

Management of Public Trees

In addition to serving as a professional advisor to City parks tree health and risk assessment, the City expects the consultant may participate in the following:

1. Manage and coordinate the planting, maintenance, removal and preservation/protection of public trees.
2. Work with staff and the public to develop and assist with tree planting and tree care activities. Provide inspections and risk assessment on the health and safety of trees on City property, including recommendations for removal, or maintenance.
3. Process site reviews and Tree Risk Assessment Reports in a timely manner.
4. Document all correspondence related to tree inspection including update the City tree software management system.
5. Advise on the use of accepted tree care standards and best management practices (BMP).
6. Provide on-site consultation to clarify and confirm criteria related to tree preservation Professional Urban Forestry Consulting Services

Tree risk assessment

Tree risk assessment requires expertise within many disciplines. The topic considers aspects of biomechanics: architecture, structure, decay and other defects, root characteristics, wood properties; site conditions: topography, geomorphology, soils and hydrology; and weather conditions: endemic and catastrophic storms, wind, snow, ice, and rain. The City expects the contractor to stay current in the scientific literature related to tree risk assessment, related technology, pest management, etc.; and use that knowledge to help make sound professional judgments on behalf of our clients to enhance public safety.

Materials and Equipment

CONSULTANT shall be responsible for providing CONSULTANT's staff with equipment necessary to perform the services requested by CITY.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

Training Obligations

CONSULTANT shall ensure, at its sole expense that the CONSULTANT's staff maintain certifications required to perform the services requested by CITY.

MINIMUM QUALIFICATIONS:

General Requirements TREE PRUNING AND REMOVAL:

Minimum Project History: Unless otherwise stated, qualifying projects must have been completed in the last ten (10) years. Submitted projects must have been performed at commercial and/or municipal sites in the southern California region with valid D-49 California Contractors Licenses as specified.

The Respondent must have performed fifteen (15) tree trimming projects that included tree pruning and removal of trees eighty (80) feet or higher. Respondents must have directly managed and performed one hundred percent (100%) of the tree pruning and removal. Respondents must have five crews available at all times.

Office Locations: Respondent must have an established office(s) within one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County. The response shall include the address of the office location(s) that will have the primary responsibility for providing client services and the name and phone number of the principal office manager(s).

Compliance History: All qualifications submitted are required for any future work for the City and shall be done in accordance with all the applicable rules and regulations as follows:

Respondents must have and be in good standing with a current D-49 California State and be Certified by International Society of Arboriculture (ISA Certified Arborist), and a foreman with these certifications must be present at all jobsites.

Must meet all current bonding requirements with the City of Los Angeles.

General Requirements URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION:

CONSULTANT QUALIFICATIONS

Qualified firms will have a wide range of experience providing urban forestry and arboricultural services in municipal, urban, park and wild-land settings. Firm qualifications should include personnel with advanced degrees and professional certifications including (but not limited to): International Society of Arboriculture (ISA) Certified Arborist, Municipal Specialist, Tree Risk Assessment Qualification (TRAQ); American Society of Consulting Professional Urban Forestry Consulting Services Arborist, Registered Consulting Arborist; State of California Registered Professional Forester, Pest Control Advisor, and Qualified Applicator's License; and, other applicable professional credentials, licenses and qualifications as they apply.

Minimum Qualifications/Certifications

Five (5) years of current experience performing consulting arborist services and tree inventory services within the State of California. Please provide full contact information and a brief description of the services rendered for a minimum of three (3) contracts including the dates performed and location within the last five (5) years.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

Current certification as an ISA Certified Arborist with TRAQ certification and/or ASCA Consulting Arborist, and/or other advanced professional certification distinction. Please provide a list of above referenced certified employees on staff.

Minimum one year of experience performing tree risk assessment reviews in the State of California concerning trees on public land. Please provide full contact information and a brief description of the services rendered for a minimum of three (3) contracts within the last five (5) years including dates and location.

Qualified Bidders must have completed, to the satisfaction of the client, a minimum of three (3) urban tree inventory projects of at least ten thousand (10,000) trees per project, within the last ten (10) years. Use of a sub-contractor for the **tree inventory portion** of the projects, will not qualify. Please provide full contact information and a brief description of services rendered including dates of contract.

Minimum attributes for qualifying tree inventory projects to include but may not be limited to: mapping coordinate, block side, area, location, species, diameter, stems, condition (rated as excellent one hundred percent (100%), very good ninety percent (90%), good eighty percent (80%), fair sixty percent (60%), poor forty percent (40%), critical twenty percent (20%), dead zero percent (0%), maintenance need (priority 1, 2, or 3 removal) (Priority 1, 2, or 3 prune) (large tree routine prune, small tree routine prune, training prune) (stump removal) (plant tree), observations, clearance required, overhead utilities, grow space (tree lawn, well/pit, median, raised planter, open/unrestricted, island, unmaintained area), space size, and notes.

All Qualification projects must be submitted on Form "C" and all information required on this form must be submitted complete. If any information is omitted, it may be deemed unqualified.

NOTE: A current license and/or registration number and expiration date is required. Relevant experience must be demonstrated by a list of publications prepared by the qualifying individual for the qualifying period. At least one of these publications must be included in the qualifying documentation required in this RFQ. Additional documentation may be requested for verification purposes.

COMPLIANCE DOCUMENTS

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

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ ("Compliance Documents").

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

The following compliance documents MUST be included with your Response:

- Responder's Signature Declaration and Affidavit (Section I.A of Exhibit C)
The Affidavit of Non-Collusion document must be signed and notarized.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

- Disposition of Proposals (Section I.B of Exhibit C)
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)
Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.

- Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)
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. Respondents 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 Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion

Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	18%
WBE Participation:	4%
SBE Participation:	25%
EBE Participation:	8%
DVBE Participation:	3%

- Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)
Please read the instructions in Exhibit C, Section H.
- Los Angeles Residence Information (Section I.I of Exhibit C)
- Reporting Requirements After Award of Contract (Section I.J of Exhibit C)

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

- Compliance with Los Angeles City Charter Section 470(C)(12) (Measure H) (Section I.K of Exhibit C)
- Nondiscrimination – Equal Employment Practices Certification (Section I.L of Exhibit C)
- Child Care Policies (Section I.M of Exhibit C)
- Iran Contracting Act of 2010 (Section I.N of Exhibit C)

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within ten [10] calendar days of notification by Department):

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- City-Approved Proof of Insurance
- City-Approved Performance Deposit
- Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit
- Equal Benefits Ordinance Statement
- First Source Hiring Ordinance Compliance Affidavit

Failure of the successful Respondent to submit all the required documents in section 'P' through 'W' of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections 'a' through 'm' of Exhibit C with the RFQ Response may render the response non-responsive, and no contract will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at www.labavn.org within ten (10) calendar days after the notice of award of this contract:

- Equal Benefits Ordinance/First Source Hiring Ordinance
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

AFFIRMATIVE ACTION PLAN

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

PREVAILING WAGES

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and 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 **IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.**

wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

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

SLAVERY DISCLOSURE ORDINANCE

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

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

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

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

CONTRACTOR RESPONSIBILITY ORDINANCE

Respondents 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). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

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

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. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for 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, included within Exhibit C. Failure to return the signed and completed declaration **(must be signed in two [2] places)** may result in your response being deemed non-responsive.

INSURANCE REQUIREMENTS

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

In addition, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at: <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

OFFICE OF CONTRACT COMPLIANCE FORMS

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

Department of Public Works Bureau of Contract Administration
Office of Contract Compliance
1149 South Broadway, Suite 300
Los Angeles, CA 90015
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

CONTRACTOR PARTICIPATION

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

COMMENCEMENT AND COMPLETION OF WORK

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

SAFETY ORDERS

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

SECURITY GUARD SERVICES

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

SELF-ACCRUAL OF USE TAX PROGRAM

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

IMPORTANT – RESPONDERS MUST SUBMIT ALL REQUIRED FORMS (COMPLETELY FILLED OUT) BY RFQ SUBMITTAL DEADLINE.

REQUEST FOR QUALIFICATIONS

TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION

Appendix A

FORMS A – H INDEX

- A Contractor Governmental Reference Sheet
- B Contractor Key Employee Reference Sheet
- C Project Qualification Form
- D Information Release Form
- E Certificate of Liability Insurance Form
- F Applicants Declaration of Self-Insurance
- G Out-Of-State Bidders
- H Slavery Disclosure Ordinance Exemption Application

FORM A

**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 response package for determining the successful Respondent. 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 _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

Name of Project _____

Location of Project _____

Project Description _____

Amount of the Contract _____ Duration in Months: _____

Awarding Agency _____

Awarding Agency Address _____

City _____ State: _____ Zip Code: _____

Awarding Agency Telephone Number (Include Area Code): _____

Awarding Agency Project Liaison: _____

Project Liaison Telephone Number (Include Area Code) _____

FORM B

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 _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

Name of Employee _____ Title _____

Years Experience _____ Current Licenses and/or Certifications _____

Other Pertinent Information _____

FORM C

PROJECT QUALIFICATION FORM

Prior to filling out this sheet, please refer to page 12 of this RFQ document for instructions.

Project Type: (TREE PRUNING AND REMOVAL):

Project Address/Location: _____

Customer Contact Name: _____

Customer Contact Phone #: _____

County: _____

Project Start Date: _____

Project Completion Date: _____

Project Summary:

Please print out additional Project Qualification Forms (Form C) as necessary.

FORM C

**DEPARTMENT OF RECREATION AND PARKS PROJECT
QUALIFICATION FORM**

Prior to filling out this sheet, please refer to page 12 of this RFQ document for instructions.

**Project Type: (URBAN FORESTRY CONSULTING SERVICE AND TREE INVENTORY DATA
COLLECTION):**

Project Address/Location: _____

Customer Contact Name: _____

Customer Contact Phone #: _____

County: _____

Project Start Date: _____

Project Completion Date: _____

Project Summary:

Please print out additional Project Qualification Forms (Form C) as necessary.

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

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

Name: _____ Title: _____

Signature: _____ Date: _____

Firm's Name: _____ Phone: _____

Firm's Address: _____
Street City, State Zip

FORM E

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance company is not attached, your response may be deemed non-responsive. Refer to **Exhibit B** for minimum coverage limits.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

COVERAGES

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

INSR/ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATU-TORY LIMITS</td> <td style="width: 40%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												

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

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

FORM E

IMPORTANT

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

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

DISCLAIMER

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

FORM F

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

It is hereby RESOLVED that:

Name and Address of Organization:

which is a For-profit Corporation, Non-profit Corporation, General Partnership, Limited Partnership, Sole Proprietor

Other: _____ has a formal program to self-insure _____ exposure in the amount
(type of coverage)
of \$ _____ per occurrence, and \$ _____ annual aggregate limit and agrees to the following terms and conditions:

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

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

Declaration

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

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

Executed this _____ day of _____, 20____, at _____ (Place)

(Signature) and _____ (Signature)

(Print name and title) and _____ (Print name and title)

Telephone: _____

Note: Two officers must sign for a corporation

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

FORM G

OUT-OF-STATE BIDDERS

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: _____

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

No Permit Number: _____

Signature: _____ Date: _____

FORM H

SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION

EXHIBITS A – C INDEX

- A. Specifications and Proposed As-Needed Contract Language
- B. Insurance Information and Coverage Requirements
- C. Compliance Document Package

EXHIBIT A

SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR (TREE PRUNING AND REMOVAL / URBAN FORESTRY CONSULTING SERVICES AND TREE INVENTORY DATA COLLECTION REQUEST FOR QUALIFICATIONS)

These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.

ARTICLE 1

SECTION HEADINGS

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

ARTICLE 2

SPECIFICATIONS

PARTIAL AND FINAL PAYMENT

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

ARTICLE 3

LOWEST PRICE GUARANTEE

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

ARTICLE 4

MOST FAVORABLE PUBLIC ENTITY PRICING

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

EXHIBIT A

ARTICLE 5 **NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

ARTICLE 6 **ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

ARTICLE 7 **DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

ARTICLE 8 **LICENSES AND PERMITS**

CONTRACTOR is required to have at least a California Contractor's License:

- a) "C-39" (Roofing Contractor)

ARTICLE 9 **TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

ARTICLE 10 **CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

ARTICLE 11 **TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

EXHIBIT A

ARTICLE 12 SUBCONTRACT APPROVAL

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

12.1 SUBLETTING AND SUBCONTRACTORS

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.
 1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
 2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
 - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
 - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
 3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
 4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) or one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
 5. All requests for approval of Subcontractors must contain the following information:
 - A. Project Name
 - B. Project Work Order Number

EXHIBIT A

- C. Subcontractor's Name
 - D. Subcontractor's Business Address
 - E. Subcontractor's Business Phone Number
 - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
 - G. Subcontractor's State of California Contractor License Number
 - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
 - I. Dollar Amount of Work to be performed
 - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
 7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
 8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
 9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
 10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
 11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
 12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms,

EXHIBIT A

conditions, plan and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.

- When the listed Subcontractor becomes bankrupt or insolvent.
- When the listed Subcontractor fails or refuses to perform its subcontract.
- When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
- When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
- When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
- When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
- When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

EXHIBIT A

12.4 PENALTIES

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

ARTICLE 13

PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

ARTICLE 14

PERFORMANCE BOND

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

14.1 PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the

EXHIBIT A

amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement. In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15
WARRANTY**

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

**ARTICLE 16
PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17
REPRESENTATIVES FOR THE PARTIES
CONTRACTOR'S REPRESENTATIVE**

Name: _____
Telephone: _____
Emergency/Cell Phone: _____
Fax: _____
Email: _____

PERSON TO CONTACT FOR CONSTRUCTION SERVICES:

Name: _____
Telephone: _____
Emergency/Cell Phone: _____
Fax: _____
Email: _____

CITY'S REPRESENTATIVE
Robert Feld
Department of Recreation and Parks
Contracts, Finance Division
221 N. Figueroa St.
Los Angeles, CA 90012
Phone: (213) 202-5621

EXHIBIT A

Fax (213) 202-2614

E-mail: robert.feld@lacity.org

ARTICLE 18 **CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

ARTICLE 19 **INDEPENDENT CONTRACTORS**

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

ARTICLE 20 **OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

ARTICLE 21 **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause.

ARTICLE 22 **SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

ARTICLE 23 **FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine

EXHIBIT A

restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

ARTICLE 24 **SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

ARTICLE 25 **GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

ARTICLE 26 **LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

ARTICLE 27 **INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf. The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

27.1 Indemnification

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

27.2 Insurance

27.2.1 General Conditions

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having

EXHIBIT A

coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles–Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City’s insurance plan. Except when City is a named insured, Contractor’s insurance is not expected to respond to claims which may arise from acts or omissions of the City.

ARTICLE 28 **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 within Exhibit C incorporated herein by this reference.

ARTICLE 29 **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and Incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

ARTICLE 30 **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE**

“General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance”

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as

EXHIBIT A

determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients of City financial assistance, generally shall provide the following:

- a. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
- b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
 - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
 - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
- c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
- d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
- e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
- f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
- g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.

EXHIBIT A

2. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.
3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
4. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

Grant Funded Applications

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37 et seq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

ARTICLE 31

AMERICANS WITH DISABILITY ACT

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto within Exhibit C and incorporated herein by this reference.

ARTICLE 32

EQUAL BENEFITS ORDINANCE

In accordance with the attached information on Page 54 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

ARTICLE 33

CONFLICT OF INTEREST

EXHIBIT A

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

ARTICLE 34 **CLEAN AIR/CLEAN WATER**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

ARTICLE 35 **ORDER OF PRECEDENCE**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

ARTICLE 36 **SAFETY REQUIREMENTS**

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

ARTICLE 37 **ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.

EXHIBIT B

Form Gen 133 (Rev. 05/12)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers’ Compensation Law or the California Financial Responsibility Law for Automobile Liability.
2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.
4. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at www.2sparta.com, or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. Property Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

EXHIBIT B

Form Gen. 146 (Rev. 3/09)

PRINT FORM

RESET FORM

Required Insurance and Minimum Limits

Name: RFD - Tree Pruning and Removal

Date: 08/01/2017

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 - 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 an Additional Insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

with \$2,000,000 aggregate

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 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage

Flood

Earthquake

Boiler and Machinery

Builder's Risk

Pollution Liability

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

100% of the contract price

Crime Insurance

Other: 1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://oc.oac.lacounty.org/risk/InsuranceForms.htm>

EXHIBIT B

Form Gen. 146 (Rev. 3/09)

PRINT FORM

RESET FORM

Required Insurance and Minimum Limits

Name: **RFQ - Urban Forestry Consulting Services and Tree Inventory Data Collection**

Date: **08/01/2017**

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
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability City of Los Angeles must be named as an Additional Insured	\$1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability	
<input checked="" type="checkbox"/> with \$2,000,000 aggregate	
<input type="checkbox"/> Sexual Misconduct	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	\$1,000,000
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)	\$1,000,000
Discovery Period 12 Months After Completion of Work or Date of Termination	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood	
<input type="checkbox"/> Earthquake	
<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
<input type="checkbox"/> Crime Insurance	

Other: **1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cac.lacity.org/risk/InsuranceForms.htm>**
2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

REQUEST FOR QUALIFICATIONS

**TREE PRUNING AND REMOVAL / URBAN
FORESTRY CONSULTING SERVICES AND
TREE INVENTORY DATA COLLECTION**

Appendix B

COMPLIANCE DOCUMENTS

REQUEST FOR 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
Web: www.laparks.org/proposal.htm



CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION AND PARKS

COMPLIANCE DOCUMENTS –
REQUEST FOR QUALIFICATIONS
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A.	Respondent’s Signature Declaration and Affidavit	_____
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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	_____

SECTION II – Compliance Documents to be submitted by Potential Awardees

P.	Business Tax Registration Certificate	_____
Q.	Affirmative Action Plan	_____
R.	Slavery Disclosure Affidavit	_____
S.	City-Approved Proof of Insurance	_____
T.	City-Approved Performance Bond	_____
U.	Form W-9, Request for Taxpayer Identification Number (TIN) and Certification	_____
V.	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms	_____
W.	Equal Benefits Ordinance Statement/First Source Hiring Ordinance Compliance Affidavit	_____



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

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

I/We, _____

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

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

Is of

(Name of form business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA COUNTY OF
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

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

SECTION B

DISPOSITION OF PROPOSALS

All Responses submitted in response to the 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

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

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

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

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

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

Signature of person authorized to bind proposerDate

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.

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 _____ 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:

City/County/State

Date

Name of Business Address

Signature of Authorized Office or Representative Print Name

Title Telephone Number