

APPROVED

Sept 15 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-246

DATE September 15, 2022

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CABRILLO MARINE AQUARIUM – AWARD OF CONTRACT FOR DIVING
SAFETY OFFICER SERVICES TO WILLIAM C POWER DBA WILLIAM POWER

AP Diaz _____

M. Rudnick _____

H. Fujita _____

C. Santo Domingo _____

B. Jackson _____

N. Williams NDW



General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the award and execution of a Professional Services Contract (Contract) between the Department of Recreation and Parks (RAP) and William C Power dba William Power, an individual (Contractor), for as needed diving safety officer services for a term of three years and in the amount not to exceed Twenty Thousand dollars (\$20,000) per year for the three year term of the Contract, substantially in the form attached to this Report as Attachment 1 and subject to the approval of the City Attorney as to form;
2. Find, pursuant to the Personnel Department's finding, regarding Charter Section 1022, that the diving safety officer services to be performed under the Contract can be performed more economically and feasibly by the Contractor because RAP does not have in its employ personnel with the expertise, nor experience and equipment to provide the aforementioned services;
3. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15 (a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP;
4. Approve the total encumbrance and payment in the amount not to exceed Twenty Thousand Dollars (\$20,000.00) per year for the three-year term of the Contract;
5. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the proposed Contract upon receipt of the necessary approvals;
6. Authorize RAP's General Manager or designee to make technical corrections as

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necessary to implement the intent of this Report.

SUMMARY

The Cabrillo Marine Aquarium (“Aquarium” or “CMA”), as an accredited member of the Association of Zoos and Aquarium (AZA), is required to maintain an aquatic diving safety officer to maintain its license, to avoid fines, and to continue serving the public. Diving safety officer services are essential to the Aquarium operating in compliance with expected ethical standards regarding its level of technical expertise in diving, maintaining its brand/image and maintaining its AZA accreditation.

AZA-accredited zoos and aquariums are evaluated for their veterinary program, involvement in conservation and research, education programs, safety policies and procedures, security, physical facilities, guest services, and the quality of the institution's staff. Maintaining high standards of involvement in conservation and research requires professional oversight of proper dive techniques, equipment maintenance, and operations. Diving safety officers, in partnership with Aquarium staff, are stakeholders in all aspects of conservation and research and must be integrated into the overall management of the Aquarium's conservation programs.

An on-call and as-needed diving safety officer meets the minimum AZA standards. The diving safety officer must possess a broad technical and scientific expertise in research-related diving, be a certified diving instructor, and must meet the requirements of the American Academy of Underwater Sciences (AAUS). RAP published a request for proposal (RFP) to obtain an experienced diving safety officer retained under contract who has experience in marine research and exhibits a thorough knowledge of diving theory and its application to safe diving practices, operational procedures, and diver training.

On June 14, 2022, the RFP was posted on the Regional Alliance Marketplace for Procurement (RAMP LA), published in the Daily Journal, and circulated through CMA contacts.

On August 1, 2022, one (1) proposal was received from William C Power dba William Power.

As stipulated in the RFP, evaluation of the bid proposals occurred in three (3) levels. Level I was a check and review for the required compliance and submittal documents, Level II was a comprehensive evaluation of the proposal, by an evaluation Panel, and Level III was an interview with the selected proposer. Proposers were required to successfully pass the Level I to proceed to Level II and pass Level II to be selected for Level III.

Level I Evaluation

Staff performed a Level I review including review of compliance documents and verification of references. William C Power dba William Power passed this level of review.

Level II Evaluation

An evaluation panel composed of two (2) RAP employees with extensive experience in the administration of the Aquarium reviewed the responsive proposal for the Level II evaluation.

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The proposal was scored in the areas of Proposer Qualifications and Capabilities (35 points possible), Adequacy of Services Provided by Proposer (25 points possible) Proposed Compensation (50 points possible), Cost of the Services Provided (15 points possible), Compliance with the RFP Process (25 points possible). RAP's panel awarded the proposal of William C Power dba William Power a combined and averaged score of one hundred (100) points. RAP staff reviewed the responsive proposal, verified background and experience and found that William C Power dba William Power was able to proceed to Level III.

Level III Evaluation

An interview panel composed of two (2) RAP employees determined that, based on the qualifications provided in the one (1) proposal, an interview was not required.

William C Power dba William Power, has over thirty (30) years of experience as a marine biologist and scientific diver for a governmental special district. He has extensive experience supporting the dive safety and operational goals of the CMA Dive Program, updating Dive Manuals and administering a dive program that is in alignment with the AAUS standards at a public aquarium. His office is located in Hermosa Beach, CA. It should be noted that Mr. Power has worked at the Cabrillo Marine Aquarium as an as-needed diving safety officer for over five (5) years.

In the RFP, RAP requested proposals with not-to-exceed amounts of fifty dollars (\$50) per hour. William C Power dba William Power's proposed rate of fifty dollars (\$50) per hour meets the requirement of the RFP. RAP staff recommends that the Contract to provide diving safety officer services be awarded to William C Power dba William Power in an amount not to exceed \$20,000 per year for a term not to exceed three years to begin in September of 2022.

TREES AND SHADE

No projects are currently associated with this proposed contract. As such there is no direct impact on trees or shade.

FISCAL IMPACT

Funding for this Contract will be provided from Fund No. 302, Department 88, Account 3040, Cabrillo Marine Aquarium.

This report was prepared by Cynthia Gonzalez, Management Assistant, Finance Division and reviewed by John Busby, Sr. Management Analyst I, Finance Division.

STRATEGIC PLAN INITIATIVES AND GOALS

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

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Goal No. 3: Create and Maintain World Class Parks and Facilities

Goal No. 2 Outcome No. 4: Connect more Angelenos to the diverse cultural programs in the park system by maintaining the AZA accreditation of the Cabrillo Marine Aquarium that is made available as free exhibits for Angelenos.

Goal No. 4: Actively Engage Communities

LIST OF ATTACHMENTS

- 1) Proposed Contract with William C Power dba William Power
- 2) RFP
- 3) Amendment I

PROFESSIONAL SERVICES AGREEMENT

Contractor: William C Power DBA William Power

Regarding: As-needed Diving Safety Officer Services

Said Agreement is Number _____

**Professional Services Agreement
AS-NEEDED DIVING SAFETY OFFICER SERVICES**

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ATTACHMENTS

- Appendix 1 Standard Provisions for City Contracts (Rev. 10.21) [ver. 4]
- Appendix 2 As-needed Diving Safety Officer Services RFP Released on June 14, 2022.
- Appendix 3 Form 146 Insurance Requirements
- Appendix 4 Proposal submitted by William C Power DBA William Power, in response to Exhibit B.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
AND
WILLIAM C POWER DBA WILLIAM POWER**

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into on _____, ____, 2022, by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of Recreation and Parks (“RAP”) and its Board of Recreation and Park Commissioners (hereinafter “City”), and William C Power DBA William Power, an individual (hereinafter “Contractor”).

WITNESSETH

WHEREAS, RAP owns and operates the Cabrillo Marine Aquarium, located at 3720 Stephen M. White Drive, San Pedro, CA 90731 (“Aquarium” or “CMA”), which engages visitors in education, recreation, and research to promote knowledge, appreciation, and conservation of the marine life of Southern California, in part, through maintenance of living collections of aquatic life; and,

WHEREAS, the Cabrillo Marine Aquarium is required to maintain access to services from a certified diving safety officer to remain an accredited member of the Association of Zoo’s and Aquarium (AZA), to avoid fines due to a lapse in AZA membership, and to continue serving the public by providing the highest quality of education, wildlife conservation and science; and,

WHEREAS, RAP advertised a request for proposal for such services (“RFP”); and,

WHEREAS, in accordance with Charter Section 1022, the Board of Recreation and Park Commissioners (“Board”) finds that the City does not have in its employ, personnel with sufficient expertise and experience to provide the aforementioned services; and,

WHEREAS, RAP finds, pursuant to Charter Section 371 (e) (10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for these services; and

WHEREAS, CONTRACTOR submitted a proposal in response to the RFP and was selected for award of this Contract to provide as-needed diving safety officer services; and

WHEREAS, in accordance with Los Angeles Administrative Code Section 10.15(a)(2), RAP finds that the services provided under this Agreement is for the

performance of professional, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I.
INTRODUCTION

A. Representatives of the Parties and Service of Notices

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

a. The representative of the City shall be, unless otherwise stated in the Agreement:

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

With copies to:

Cabrillo Marine Aquarium
Attention: Crislyn McKerron
3720 Stephen M. White Drive
San Pedro, CA 90731

b. The representative of the Contractor shall be:

William C Power DBA William Power
1215 1st Street
Hermosa Beach, CA 90254

2. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing or actual receipt, whichever first occurs.

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

ARTICLE II.
TERM AND SERVICES TO BE PROVIDED

A. Term of Performance

1. The term of this Agreement shall be for three years commencing on _____ and ending on _____. Performance may not begin until the Contractor has obtained approval from the City for the insurance required herein.

B. Purpose of the Agreement and Services to be Provided

1. The purpose of Contractor's work under this Agreement is to provide as-needed diving safety officer services.

2. Scope of Work

Contractor warrants that they have experience in marine research and a thorough knowledge of diving theory and its application to safe diving practices, operational procedures, and diver training. Contractor warrants they possess a broad technical and scientific expertise in research-related diving, is a certified diving instructor, and meets the requirements of the American Academy of Underwater Sciences (AAUS). Contractor warrants that they possess a current Scientific Diver certification as defined by the American Academy of Underwater Sciences. Contractor shall, in compliance with Association of Zoos and Aquarium (AZA) requirements and on an as-needed basis, under the direction of the Aquarium's director, provide the following services as a single, dedicated on-call Diving Safety Officer ("DSO") including, but not limited to:

- a. Maintaining awareness of CMA program and unique scope of diving needs;
- b. Respond to diving-related questions from CMA staff in a timely manner;
- c. Interact and communicate with CMA staff and Diving Control Board (DCB) members to maintain the high standards of the program; including scheduling of dive safety trainings, and live drill sessions;
- d. Manage and enforce all diving safety regulations and diving Standard Operating Procedures in a respectful manner to support staff dive members;
- e. Oversee and maintain all dive equipment maintenance and dive operations records;
- f. Collaborate with CMA dive staff and program members to maintain all Association of Zoos and Aquarium (AZA) diving and safety standards;

- g. Assure CMA diving operations and CMA divers follow safe practices and adhere to the standards in the CMA Diving Safety Manual (based on American Academy of Underwater Sciences standards);
- h. Make recommendations to the DCB and update CMA Diving Safety Manual;
- i. Review and approve dive plans;
- j. Maintain dive and equipment records for the CMA Diving Program;
- k. Oversee and properly maintain the dive program equipment ensuring all SCUBA, first aid, safety, and rescue equipment is present and in proper working condition;
- l. Coordinate and attend Diving Control Board meetings;
- m. Advise the CMA Diving Control Board on currently accepted diving safety standards;
- n. Attend diving symposiums such as the American Academy of Underwater Sciences annual Symposium, National DSO meeting, and Aquarium Dive Program Administrators;
- o. Attend Diving Officers of California (DOCAL) meetings and keep current on industry standards and current challenges;
- p. Provide written and oral communications using computers and database programs to maintain records, compile data, and produce reports as required to carry out the duties listed above;

ARTICLE III.
GENERAL TERMS AND CONDITIONS

A. Payment Terms, and Invoicing

1. Compensation and Method of Payment

- a. Contractor shall provide the services set forth in Article II above.
- b. Contractor understands and agrees that it may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City representative.
- c. City shall pay to CONTRACTOR for services rendered on an as-needed basis by Contractor under this Agreement at a rate of fifty dollars (\$50.00) per hour. No minimum amount is guaranteed under this Contract. In no event shall annual payments to the Contractor under this Agreement exceed \$20,000 per year.

CITY in entering in this Contract guarantees no minimum amount of compensation. CITY staff will monitor this not-to-exceed aggregate total.

2. Limitation of City's Obligation to Make Payments to Contractor. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

3. Invoicing

- a. Invoices shall be submitted to:

Cabrillo Marine Aquarium
Attention: Crislyn McKerron
or Authorized Representative
3720 Stephen M. White Drive
San Pedro, CA 90731

- b. To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.
- c. Contractor shall submit invoices that include, at a minimum, the following information:
 - i. Name and address of Contractor
 - ii. Name and address of City department being billed
 - iii. Date of invoice and period covered
 - iv. Agreement number
 - v. Task Order or Notice to Proceed
 - vi. Description of completed task/project and amount due for task/project, including:
 - A. Name of personnel working on task

- B. Hours spent on task and timesheet supporting charges (if applicable).
- C. Rate per hour and total due.
- vii. Original manufacturer's invoice for items where the cost or cost plus is supported by the contract
- viii. Certification by a duly authorized officer
- ix. Discount and terms (if applicable)
- x. Remittance Address (if different from company address)
- d. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within thirty (30) days of service, or monthly, and shall be payable to the Contractor no later than thirty (30) days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City representative.
- e. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- f. Subcontractors' Requirements.
 - . Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- g. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

B. Contractor's Personnel

1. Contractor shall use its own employees to perform the services described in this Agreement. The City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by the City.
2. Contractor shall not use subcontractors to assist in performance of this Agreement without the prior written approval of the City. If the City permits the use of subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. The City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. The City does not have any obligation to pay subcontractors and nothing herein creates any privity between the City and the subcontractors.

ARTICLE IV.
STANDARD PROVISIONS

A. Standard Provisions for City Contracts

Contractor agrees to comply with the Standard Provisions for City Contracts (Rev. 10/21)[v.4], attached hereto as Appendix 1.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses.

Contractor warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

F. Incorporation of Documents

This Contract and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations,

discussions, and agreements. The following documents are incorporated and made a part hereof by reference:

- Appendix 1 Standard Provisions for City Contracts (Rev. 10.21)[ver.4]
- Appendix 2 As-needed Diving Safety Officer Services RFP Released on June 14, 2022
- Appendix 3 Form 146 Insurance Requirements
- Appendix 4 Proposal submitted by William C Power DBA William Power in response to Exhibit B.

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Agreement; (2) Appendix 1; (3) Appendix 3; (4) Appendix 2 (5) Appendix 4

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

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

WILLIAM C POWER DBA WILLIAM
POWER

By: _____
President

By: _____

Date: _____

Date: _____

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

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

By: _____
Steven Hong
Deputy City Attorney

Date: _____

* Approved Signature Methods:

- 1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- 2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individual to sign.

Agreement Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 10/21) [v.4]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

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

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

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

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

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

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

____ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

____ **Pollution Liability** _____

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

____ **Crime Insurance** _____

Other: _____

**City of Los Angeles
Department of Recreation and Parks**



**Figueroa Plaza
221 North Figueroa St., Suite 100
Los Angeles, CA 90012**

**REQUEST FOR
PROPOSALS**

**AS-NEEDED DIVING SAFETY OFFICER
SERVICES**

RFP Release Date:	June 14, 2022
Mandatory Pre-Proposal Meeting:	July 13, 2022
Submission Deadline:	August 1, 2022

City of Los Angeles
Request for Proposals
AS-NEEDED DIVING SAFETY OFFICER SERVICES

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I. INTRODUCTION

The Department of Recreation and Parks (RAP or Department) seeks the professional and expert diving safety officer (DSO) services of a National Certified Dive Agency licensed DSO to oversee all diving operations conducted by the Aquarium staff on an as-needed basis at the Cabrillo Marine Aquarium (CMA). The City of Los Angeles does not have in its employ personnel with sufficient expertise and experience to provide the aforementioned as-needed services and wishes to award a long-term contract.

Proposers interested in providing diving safety officer services for the Cabrillo Marine Aquarium (CMA) are invited to submit a Proposal to the City of Los Angeles Department of Recreation and Parks (RAP) in response to this Request for Proposals (RFP).

This RFP is the first of a three-phase procurement process to select one (1) contractor to place under contract for a **three (3) year term with one (1) three (3) year option to renew, exercisable at the sole discretion of the General Manager of RAP**. The contract will have a not-to-exceed amount of twenty thousand (\$20,000.00) per year for three (3) years. In awarding this contract RAP guarantees no minimum compensation. RAP will evaluate responses submitted for this RFP based on evaluation criteria identified herein and will select a Respondent it deems both responsive and qualified. RAP will only recommend one Respondent to the Board of Recreation and Park Commissioners (Board) for a contract award.

II. ORGANIZATIONAL AND VENUE BACKGROUND

RAP provides stewardship over more than 16,000 acres of land, and offers extensive recreational, social and cultural programs at over 450 parks located across the City of Los Angeles. RAP maintains and operates vast recreational infrastructure including hundreds of athletic fields, children's playgrounds, basketball and tennis courts, community and recreation centers, aquatics facilities, senior centers, skate parks, golf courses, museums, dog parks and many other community assets such as the CMA.

The Aquarium was started at the Cabrillo Beach Bathhouse which became the Cabrillo Marine Museum with the first curator of the collection in 1935. In 1949 John Olguin, Captain of the Cabrillo Beach Lifeguards was appointed Director of the Museum and as the popularity of the museum as a school field trip site grew, began recruiting volunteers to assist with tour and beach walk programs. In 1969 the Aquarium and evening grunion program was recognized nationally by National Geographic Magazine. The next decade of the 1970's involved planning for a new Museum, the start of a whale watch program co-sponsored by the American Cetacean Society, incorporation of the Museums volunteers, and a contract awarded to Frank Gehry and Associates which reactivated the planning for a new museum. On October 1, 1981 the grand opening of the new Cabrillo Marine Museum was held. The California Coastal Commission

presented the Museum with a special Merit Award. Director John Olguin retired and Marineland closed, leaving Cabrillo Marine Museum as the only public aquarium in the greater Los Angeles Area. Throughout the decade of the 1980's new exhibits opened and Dr. Susanne Lawrenz-Miller was appointed Museum Director. The 1990's saw the development of a long-range plan for major expansion and capital expenditure, the name change to Cabrillo Marine Aquarium and a modification for the Master Plan when the Long Beach Aquarium of the Pacific reduced the need for large scale growth, still doubling the size of the Aquarium with focus on expansion of Programs and exhibits throughout the coastal park and new interactive laboratory, exhibit halls and library.

On October 23, 2004 the new \$10 million expansion was opened to the public and highlighted an Exploration Center, the S. Mark Taper Foundation Courtyard, the Aquatic Nursery and the Virginia Reid Moore Research Library. In 2005 the Aquarium received the prestigious Munson Aquatic Conservation Exhibitory award for its Aquatic Nursery exhibits and in 2006 again received the Munson award for its Aquatic Nursery Exhibits. In 2006 Dr. Susanne Lawrenz-Miller retired and Exhibit Director Mike Schaadt was named Aquarium Director. In 2010 Aquarium celebrated 75 years of engaging all visitors in education, recreation and research to promote knowledge, appreciation, and conservation of the marine life of southern California. The past few years have been years of administrative changes, strategic planning, and program growth for CMA's next quarter of a century.

III. PURPOSE OF THIS RFP

The Cabrillo Marine Aquarium ("Aquarium"), is an institution committed to providing the highest quality of education, wildlife conservation and science, and as an accredited member of the Association of Zoos and Aquarium (AZA), is required to maintain an aquatic diving safety officer to maintain its license, to avoid fines, and to continue serving the public. Diving safety officer services are essential to the Aquarium operating in compliance with expected ethical standards regarding our level of technical expertise in diving, maintaining our brand/image and maintaining our AZA accreditation.

The Diving Safety Office (DSO) oversees all diving operations conducted by the Aquarium staff; including conducting scientific collections, field research, and the maintenance of aquarium enclosures. The DSO will work with the Aquarium staff to manage dive protocols and procedures and to meet the operational needs of the dive program. The DSO will coordinate with the Aquarium staff and the Diving Control Board to oversee all diving operations and safety protocols, procedures, and training to ensure compliance with the American Academy of Underwater Sciences (AAUS) and the Association of Zoos and Aquariums (AZA).

It is the purpose of this RFP to obtain an experienced part-time diving safety officer retained under contract who possesses a range of technical expertise in diving, dive equipment, and a thorough knowledge of federal and state regulations regarding diving.

IV. SCOPE OF SERVICES

Under the direction of the Director of the Cabrillo Marine Aquarium (Aquarium) or designee requesting services, the selected diving safety officer must have experience in marine research and must exhibit a thorough knowledge of diving theory and its application to safe diving practices, operational procedures, and diver training. The DSO must possess a broad technical and scientific expertise in research-related diving, be a certified diving instructor (although not required to instruct students as part of DSO duties), and must meet the requirements of the American Academy of Underwater Sciences (AAUS). The DSO must possess a current Scientific Diver certification as defined by the American Academy of Underwater Sciences and shall provide the following services as a single, dedicated on-call DSO including, but not limited to:

- A. Awareness of CMA program and unique scope of diving needs;
- B. Accessible to answer diving-related questions from CMA staff in a timely manner;
- C. Must possess interpersonal skills at a level that will foster effective interaction with CMA staff and Diving Control Board members;
- D. Excellent written and oral communication skills and skills at using computers and database programs to maintain records, compile data, and produce reports is preferred;
- E. Leadership abilities sufficient to command authority and enforce adherence to regulations while retaining the necessary diplomacy to command mutual respect between diving program members;
- F. Ability to train others on proper dive techniques, equipment maintenance, and operations;
- G. Ability to plan and conduct research and scientific diving activities;
- H. Ability to establish priorities that will maximize the safety level of the diving program and knowledge of Association of Zoos and Aquarium (AZA) diving and safety standards;
- I. Assure CMA diving operations and divers follow safe practices and adhere to the standards in the CMA Diving Safety Manual (based on AAUS standards);
- J. Make recommendations and update CMA Diving Safety Manual;
- K. Must have firsthand knowledge and experience in the areas where dives are to be planned to be aware of environmental conditions to be factored into the dive plans;
- L. Review and approve dive plans;
- M. Maintain dive and equipment records for the CMA Diving Program;
- N. Oversee and properly maintain the dive program equipment ensuring all SCUBA, first aid, safety, and rescue equipment is present and in proper working condition;
- O. Coordinate and attend Diving Control Board meetings;
- P. Advise the CMA Diving Control Board on currently accepted diving safety standards;
- Q. Attend diving symposiums such as the AAUS annual Symposium, National DSO meeting, and Aquarium Dive Program Administrators;

R. Attend Diving Officers of California (DOCAL) meetings and keep current on industry standards and current challenges

RAP will pay the selected diving safety officer at a rate not to exceed \$50 per hour on an as-needed basis for diving services provided. No minimum amount is guaranteed under the contract that is awarded to the selected responder to this RFP. However, the entire contract payment amount shall not exceed \$20,000 per year.

All diving safety officer services must comply with guidelines set forth by the AZA. All work shall be on an as-needed basis.

V. EXPERIENCE AND MINIMUM QUALIFICATIONS

Years in Business: All respondents must be a current and active certified diving instructor and have a minimum of ten (10) years of experience in diving for an aquarium or university and a demonstrated capacity to manage and perform any of the items contained in the aforementioned Scope of Services.

Licenses and Certificates Required: The American Academy of Underwater Sciences (AAUS) requirements mandate that the DSO have an active instructor's license by a National Certified Dive Agency such as:

- Professional Association of Diving Instructors (PADI)
- National Association of Underwater Instructors (NAUI)
- Scuba Diving International (SDI)

The certification must be a depth certification to 130 feet.

The DSO must also be a certified instructor in Automated External Defibrillators (AED) as well as being first aid and CPR certified.

The DSO may be a certified instructor in O2 administration. (optional)

No Incidents of Professional Misconduct

Relevant Background and Experience:

- Demonstrated experience in all of the items contained in the Categories of the aforementioned Scope of Services
- Two Letters of Reference, dated and signed with name and title from the past 10 years. Letters of Reference from organizations that are comparable in size and type of operations to CMA are preferred.

Compliance Documents: As part of the RFP process, all proposers are to review, complete, and submit the compliance documents attached hereto as Exhibit D, which contain information, related forms, and instructions.

Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed.

Additional information regarding some compliance documents may be available at the Pre-Proposal Conference, on the City's Bureau of Contract Administration (BCA) website (<http://bca.lacity.org/index.cfm>), and/or by phone with the administering City Department or agency of a given ordinance or compliance document. Exemptions from certain ordinances may apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

VI. PROPOSAL ITEMS

This section along with the Scope of Services section (Section IV) and the Standard Provisions for City Contracts (Rev. 10/21)[v.4] (Attachment A), will be incorporated as part of the provisions of the Contract.

In the written proposal, proposers shall submit responses to each of the Proposal Submittal Items listed below. If selected as the winning proposal, the proposer must be willing and able to commit to the Proposal. The contents of a proposer's response will be deemed a binding commitment and included as an attachment to the Contract.

Keeping in mind the diving safety officer services required by the Aquarium and the requirements of the City as set forth in this RFP, proposers are encouraged to submit a practical and sustainable proposal. Accordingly, proposers must respond to each of the following items in their written proposal. Each response in the proposal must correspond to each of the numbered items herein.

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

Proposal Submittal Items:

1. Executive Summary

The Executive Summary must be limited to two (2) typed pages (single-spaced, 12-point font, or similar) and must provide a comprehensive but concise summary of the

Proposer's understanding of the requirements of this RFP, a description of the approach to providing the services requested in this RFP, and clearly state why the Proposer is the best qualified to provide the services outlined in this RFP. Include the name and address of the Proposer, telephone number and e-mail address.

2. Background and Experience

Only responses from proposers that possess relevant experience and a minimum of ten (10) years working in the field of providing diving safety officer services for public agencies and/or other large organizations of the type described in the Scope of Services will be considered for this RFP. Proposers shall submit a list of their references, experience, and qualifications as stated below:

a. Experience and Minimum Qualifications of Firm and Key Personnel

Proposers shall supply information concerning its background and experience and the key personnel proposing to work on RAP's contract as listed in Scope of Services (Section IV of this RFP). RAP reserves the right to approve or reject key personnel. For more information on the Minimum Qualifications, please refer to Section V of this RFP.

The following are examples of items that are to be included:

- Profile of proposer including a brief history, year founded, business entity type, location of headquarters and subsidiaries (if any), services provided, and approximate number of personnel
- Qualifications and experience of key personnel of the proposer that will be assigned to provide services under the contract. Submit resumes including titles, duties/tasks, listing relevant licenses held (if applicable), qualifications, as well as years of relevant work experience
- A copy of an instructor's license by a National Certified Dive Agency
- A description of the services and products provided including:
 - a. A narrative description of proposer's experience as a certified and licensed diver for an aquarium or university.
 - b. Details of the services and products to be provided, to include, as necessary, equipment that the proposer provides for diving safety officer services.

b. Experience with Similar Contracts

Proposers shall provide a description of previous work experience in servicing similar contracts over the past ten (10) years, preferably with public agency clients, but not limited to such. Complete the “Experience with Similar Contracts” Table (Exhibit H) to include the following information:

- Client’s name and address.
- Dollar amount of the entire project.
- Beginning and ending dates of the contracts.
- Contact person to provide reference (include name, title, telephone number, and e-mail address).
- Summary of the Scope of Services provided;

c. References

Submitted responses shall include at least two (2) reference letters from former or current clients to document work experience and client satisfaction. The letters are to include the name, business address, and phone number of the contact person.

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

3. Hourly Rate for Services

Please provide an hourly rate for the services to be provided in your proposal that does not exceed \$50 per hour.

VII. CONTRACTUAL AND OPERATING RESPONSIBILITIES

If awarded a contract, the selected proposer (“Contractor”) will be obligated to perform the responsibilities as described in:

- 1) This RFP.
- 2) The submitted proposal in response to this RFP.
- 3) The Sample Contract for AS - NEEDED DIVING SAFETY OFFICER SERVICES (Exhibit E). Please note that the Sample Contract will be modified to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- 4) Compliance documents as described in Section V.
- 5) The Standard Provisions for City Contracts (Rev. 10/21 v.4 or latest version) (Exhibit A).

6) Insurance Requirements acceptable to the CAO Risk Manager for the Department of Recreation and Park, naming City as an additional insured (Exhibit F).

VIII. EVALUATION, SELECTION, AND AWARD OF WORK

RAP will evaluate the responses received and make recommendations to the Board of Recreation and Parks Commissioners (Board) regarding the selected respondent with whom to enter into a contract for the provision of as-needed services. The award of the contract will be based on the completeness of the Response and the Respondent's qualifications.

RAP reserves the right to request additional information to clarify information submitted in response to this RFP. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondent with whom to enter into a contract for the provision of the required services. All Responses submitted will undergo a three-level review. A contract will be awarded based on the completeness of the Response and the score received in the Level III review. Each proposer must pass Level I in order to advance to Level II and must pass Level II in order to advance to Level III.

A. Evaluation Process and Scoring Criteria

RAP reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of three levels. Each proposer must pass Level I in order to advance to Level II and must pass Level II in order to advance to Level III.

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria:

1) Proposer qualifications, experience, and references with a particular focus on experience in diving, dive equipment, and a thorough knowledge of federal and state regulations regarding diving;

All recommendations are subject to the approval of the General Manager of the Department of Recreation and Parks, and the Board of Recreation and Park Commissioners. Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Department and may become available to the public as a public record and be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal. The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

Level I – Compliance with RFP Submission Requirements: RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with requirements and document submissions.

In order to be found responsive to the RFP under Level I Evaluations, Proposals must include:

- Proposal Submission Letter (Exhibit G)
- Compliance Documents - referenced in Section V. (Exhibit D)
- Proposal Items – referenced in Section VI. (Exhibits C and H)

Level II – Evaluation and Scoring Criteria of Proposal Items:

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

EVALUATION CRITERIA	POINTS
Proposer Qualifications and Capabilities	35 points
Adequacy of Services Provided by Proposer	25 points
Cost of the Services Provided	15 points
Compliance with RFP Requirements	25 points
Total Points Possible	100 points
Local Hiring Preference	5 or 8 points

1 Proposer Qualifications and Capabilities (35 maximum points)

The evaluation team will consider the following:

- (a) Number of years of experience as an active certified diver for an aquarium or university
- (b) Demonstrated capacity to manage and perform any of the items contained in the aforementioned scope of work
- (c) Possession of proper licenses and evaluation of memberships in professional organizations

2 Adequacy of Services Provided by Proposer (25 maximum points)

The evaluation team will consider the following;

- (a) Demonstrated ability to train others on proper dive techniques, equipment maintenance, and operations
- (b) Demonstration of necessary equipment and proper maintenance of dive equipment
- (c) Demonstrated ability to plan and conduct research and scientific diving activities

3 Cost of the Services Provided (15 maximum points)

The evaluation team will review the estimated costs of overseeing all diving operations to determine if the responder is able to provide services for the hourly rate proposed, which shall not exceed \$50. If the Responder is willing to provide services at this rate or lower, the Responder will receive the full 15 points possible in this category. Please provide your hourly rate in your proposal.

4 Compliance with RFP Requirements (25 maximum points)

The evaluation team will consider the completeness of the Proposer's written proposal with special emphasis given to completion of contract compliance issues and ability to conform to the terms and conditions of the RFP.

Level III – Interview of Proposer:

The two proposals receiving the highest percentage score from the Level II review will be invited to participate in an interview with CMA staff. These two candidates will be notified of the interview dates upon completion of Level I and Level II evaluation.

The proposal of the top-scoring candidate of these two candidates will be awarded a contract pursuant to this RFP.

B. Evaluation and Recommendation

Responsive proposals to this RFP will be scored in each of the criteria above and ranked according to scores achieved. A comprehensive evaluation of the proposals by a panel of City employees will be conducted.

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

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any outside expert review panel will serve as a basis to formulate the General Manager's recommendation, setting forth the reasons for recommendations in a Board Report. The Board of Recreation and Park Commissioners (Board) will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making its decision as to the selection, if any, stating publicly the reasons for their actions.

The award of this contract will be based on the Respondent's qualifications and scores received, which will be evaluated based on the information provided in the Response and the interview with CMA staff.

C. RAP Award

The General Manager recommends contract awards to the Board. RAP shall notify all proposers of the recommendation.

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

D. Protest to RFP or RFP Provision

Should a proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

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

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to 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."

F. Constitutional and Other Limits on Contractor's Rights to Exclusivity

Notwithstanding exclusivity granted to the Contractor by the terms of the awarded Contract, the City in its discretion may require Contractor, without any reduction in cost recovery reimbursement fees or other valuable consideration to Contractor, to

accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

IMPORTANT:

Charter Section 371(e)(10)

RAP staff will recommend that the Board, in its capacity as the contract awarding authority for RAP, find, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the services sought under this RFP. To select the best proposer for these services, RAP staff will recommend that the Board find it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP and that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP needs.

IX. EXHIBITS - PLEASE FIND SEPARATE DOCUMENTS UPLOADED TO LA RAMP

- A. Standard Provisions for City Contracts (Rev. 10/21 or latest version)
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Contract for Diving Safety Officer
- F. Insurance Requirements and Instructions (Form 146)
- G. Proposal Submission Letter
- H. Experience with Similar Contracts Table
- I. RFP LBPP Citywide

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability**

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

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

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

___ **Crime Insurance**

Other:

Cover letter for

City of Los Angeles Department of Recreation and Parks Proposal

for As-needed Diving Safety officer

Business name William Power

Sole proprietorship

William Carlisle Power, owner

1215 1st street

Hermosa Beach , CA 90254

310-977-9614 c

310-798-3662 h

Billpower@hotmail.com

I acknowledge and accept all of the terms and conditions set forth in this RFP and response, without exception.

Proposal

William C Power DBA William Power is submitting a proposal for the as-needed diving safety officer at a rate of \$50.00 per hour not to exceed \$20000 per year. I will adhere to the terms of the contract and perform the duties as described below from the RFP description

Under the direction of the Director of the Cabrillo Marine Aquarium (Aquarium) or designee requesting services, the selected diving safety officer must have experience in marine research and must exhibit a thorough knowledge of diving theory and its application to safe diving practices, operational procedures, and diver training. The DSO must possess a broad technical and scientific expertise in research-related diving, be a certified diving instructor (although not required to instruct students as part of DSO duties), and must meet the requirements of the American Academy of Underwater Sciences (AAUS). The DSO must possess a current Scientific Diver certification as defined by the American Academy of Underwater Sciences and shall provide the following services as a single, dedicated on-call DSO including, but not limited to:

- A. Awareness of CMA program and unique scope of diving needs;
- B. Accessible to answer diving-related questions from CMA staff in a timely manner;
- C. Must possess interpersonal skills at a level that will foster effective interaction with CMA staff and Diving Control Board members;
- D. Excellent written and oral communication skills and skills at using computers and database programs to maintain records, compile data, and produce reports is preferred;
- E. Leadership abilities sufficient to command authority and enforce adherence to regulations while retaining the necessary diplomacy to command mutual respect between diving program members;
- F. Ability to train others on proper dive techniques, equipment maintenance, and operations;
- G. Ability to plan and conduct research and scientific diving activities;
- H. Ability to establish priorities that will maximize the safety level of the diving program and knowledge of Association of Zoos and Aquarium (AZA) diving and safety standards;
- I. Assure CMA diving operations and divers follow safe practices and adhere to the standards in the CMA Diving Safety Manual (based on AAUS standards);
- J. Make recommendations and update CMA Diving Safety Manual;
- K. Must have firsthand knowledge and experience in the areas where dives are to be planned to be aware of environmental conditions to be factored into the dive plans;
- L. Review and approve dive plans;
- M. Maintain dive and equipment records for the CMA Diving Program;
- N. Oversee and properly maintain the dive program equipment ensuring all SCUBA, first aid, safety, and rescue equipment is present and in proper working condition;
- O. Coordinate and attend Diving Control Board meetings;
- P. Advise the CMA Diving Control Board on currently accepted diving safety standards;
- Q. Attend diving symposiums such as the AAUS annual Symposium, National DSO meeting, and Aquarium Dive Program Administrators;
- R. Attend Diving Officers of California (DOCAL) meetings and keep current on industry standards and current challenges.

And perform other duties as needed to fulfill the needs of the CMA dive program.

Ownership Description

William Power
1215 1st Street
Hermosa Beach, CA 90254

Business is a 2 year old sole proprietorship with no employees, planned mergers, or subcontractors.

I have 33 years experience as marine biologist and scientific diver for a governmental special district.

References

Jose Bacallao
3720 Stephen M White Drive
San Pedro CA 90731
Jose.Bacallao@lacity.org
310-548-7480

Work as a contractor as a as-needed dive safety officer

Terra Petry
24501 S. Figueroa street
Carson CA 90745
Terrapetry@lacsds.org
310-830-2400

Work as a contract dive safety officer and instructor

Mike Anghera
1173 Chestnut Ave
Carlsbad CA 92008
mikeanghera@gmail.com
805-698-1004

Work as a subcontractor for scientific diving projects.

Executive Summary

William Carlisle Power
1215 1st Street
Hermosa Beach, CA 90254
310-977-9614
billpower@hotmail.com

I am acutely aware of the requirements of the As Needed Dive Safety Officer (DSO) Cabrillo Marine Aquarium (CMA). I have been associated with CMA in a variety of ways for about the last 35 years. I worked as a part time aquarist in the mid 1980's and was involved in the dive program at that time. During my 30 + year career as a Marine Biologist for the LA County Sanitation Districts I was in contact with CMA staff on a regular basis during monitoring activities and other programs, allowing me to have interactions with a variety of staff not all of them divers, which gives me a better understanding of the facility. I functioned as a volunteer DSO for the dive program for 5 years before being a paid DSO for the last several years. During this time, I have been involved with updating the Dive Manual and getting the program to be more in line with the AAUS standards. Since being the DSO I have instituted a process that all dives are approved by me prior to staff being allowed to dive and have participated in or lead all of the Dive Control Board Meetings. I have also provided feedback to CMA administrators about the dive program during the past two AZA accreditation processes, including participating in a conference call with AZA reviewers.

Since I have been involved with CMA as the dive officer, I have worked on getting the program to be more in line with dive standards used in the Aquarium field. If I were to get this position as the DSO I would continue to work on keeping the program up to standards and make sure that all of the Aquarium staff is aware of the requirements for all aspects of the diving program at CMA. I would be available to answer staff questions on a needed basis and provide safety training; CPR, Emergency O2 provider, and other DAN education based SCUBA safety classes. I currently sit on several dive control boards, which gives me insight in to how different programs function. This gives me the ability to plan for potential problems associated with dive programs.

Although I have been diving around the country and the world, the majority of my dives have been in the Southern California area, with most off of the Palos Verdes area. I still continue to dive on a regular basis as a research diver for Occidental College, averaging around 150 dives for the last several years, mostly off Palos Verdes and Catalina Island. This gives me a good understanding of the sites and also the potential problems involved with CMA staff dives. I have also trained a variety of divers both at the Sanitation Districts and Occidental College in scientific diving techniques and procedures.

As a life member of AAUS, I keep up to date on changes to the standards and any DSO updates by attending the yearly symposiums and national DSO meeting. I have been a SDI SCUBA instructor since 2007 during which time, which allowed the Sanitation District to apply for

Organization Membership in AAUS. I completed the entire application process from start to finish, a process that took several years and multiple revisions. This knowledge along with my 20 years of experience as a DSO for the Sanitation Districts allows me to answer a wide range of diving/safety related questions for CMA staff in a short time frame. I also keep up to date with changes in Aquarium diving thru contacts at local and nationwide public aquariums. I have also recently become a member of Aquarium Dive Program Administrators, and as such should be more aware of any changes in policy. I also regular attend DOCAL meetings which keeps me informed about more California based diving procedures and problems, as CALOSHA often has more stringent policies from OSHA

I ended my career with the Sanitation Districts as the Supervisor of the Marine Biology Laboratory where I supervised a diverse group of staff. While at the Districts, I was involved in a variety of different governmental and NGO organizations and meetings where short and long term policies and programs were planned and implemented. I was involved with writing a variety of reports and technical articles, creating taxonomic keys, and editing reports and marine biology books.

William C Power
1215 1st street
Hermosa Beach, CA 90254
310-977-9614
Billpower@hotmail.com

EDUCATION

Bachelor of Science-Geology (Paleobiology) 03/1986
UCLA

CERTIFICATES

SDI Scuba Instructor #12247 2007
DAN instructor #86100 (CPR/AED/O2/Diving 1st aid for diving professionals) 4/2022

WORK EXPERIENCE

Los Angeles County Sanitation Districts 10/2020 to Present (consultant)

Dive Safety Officer

- Oversee all aspects of scientific dive program as an Organizational Member of the American Academy of Underwater Sciences (AAUS) including safety training and record keeping
- Train divers in scientific survey methods used by the Sanitation Districts including CRANE survey methods
- Train and assist in methods of collection of invertebrates and fish for various scientific surveys
- Plan and implement secession plan for replacing consulting DSO with permanent Sanitation Districts employee

Cabrillo Marine Aquarium Volunteer 2016-2020 Contractor 2020 to present

Dive Safety Officer

- Oversee and update dive program (SCUBA and free diving) at aquarium so that it complies with the standards of AAUS for scientific diving
- Perform check out and safety dives with all dive team members on a regular basis
- Perform safety training on the aquarium's boat regarding diving and other potential emergencies
- Provide input for all projects that require a diving component

Los Angeles County Sanitation Districts 06/1989 to 02/2020 (retired)

Supervising Scientist

- Oversee a diverse group of Marine Biologists, Laboratory technicians, and Boat personnel performing permit required Oceanographic monitoring of the Palos Verdes sea shelf and in the Southern California Bight.
- Create long and short term group wide goals to better understand the marine environment off the White Point ocean outfalls
- Interact and coordinate with various local, state, and federal agencies regarding marine monitoring and special environmental studies
- Serve as the Dive Safety Officer for the Sanitation Districts Dive Team and oversee all the training and safety need to stay current with industry standards including updating of dive manual
- Update dive program to AAUS standards and initiate application and follow thru to acceptance as Organizational Membership.

William C. Power

Open Water Scuba Diver Instructor: #12247

Facility: Laguna Sea Sports

Instructor: Jeffrey Bozanic/ Gordon Boivin

Date: August 02, 2007

Open Water Scuba Diver Instructor





**LOS ANGELES COUNTY
SANITATION DISTRICTS**
Converting Waste Into Resources

Robert C. Ferrante

Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400

Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998

(562) 699-7411 • www.lacsd.org

July 30, 2022

To whom it may concern,

I am writing to recommend William Power for the position of diving safety officer (DSO). William served as the DSO for the Sanitation Districts' SCUBA Dive Team (Dive Team) for 20 years prior to his retirement in 2020. Since late 2020, William was hired as a contractor DSO to oversee the Sanitation Districts' Dive Team.

The Dive Team is an integral component in completing NPDES permit required surveys in order to meet compliance requirements. As an organizational member of American Academy of Underwater Sciences (AAUS), the Dive Team follows the Scientific Diving Standards (Standards) set forth by AAUS facilitating safe and productive scientific diving. The Standards mandate a qualified appointed DSO shall be responsible for the conduct of the scientific diving program.

The administrative duties and responsibilities of the Sanitation Districts' DSO include, but not limited to, the following: ensure all dive team members are in good health and cleared to dive by a physician on an annual basis, ensure all dive team members have functional and appropriate equipment, approval of dive plans ensuring all safety components are outlined, maintenance of diving records, incident reporting, remain current on dive safety rules to ensure compliance with the scientific diving standards and all relevant regulations, participate in monthly Dive Safety Meetings, and host the annual Dive Control Board Meeting.

The field based operational duties and responsibilities of the DSO include, but not limited to, the following: training dives to teach proper survey techniques, certification dives to ensure safe diving at discrete depths to a maximum of 130 feet, training dives to practice diver rescue techniques (including in water rescues, hoisting of victims from water onto boat, and on deck procedures), attend Emergency Response Diver (ERD) training course held at USC Wrigley Institute on Catalina Island every five years or when a new diver is added to the team, and attend AAUS Diving for Science Symposium annually.

William possesses a skill set that qualifies him to meet the requirements of the duties and responsibilities stated above. His specialized skills and knowledge directly related to Sanitation Districts' monitoring programs has made William an asset to the Sanitation Districts. Utilization of his skills and vast knowledge of diving would add to the continued success and efficiency of any local dive team.

Respectfully,

Terra Petry

Terra C. Petry
Supervising Scientist
Marine Biology Laboratory
562-908-4288 ext. 5603
terrapetry@lacsd.org



29 July 2022

To Whom it May Concern;

I am writing this letter of recommendation in full support of Bill Power as the Dive Safety Officer (DSO) for the Cabrillo Marine Aquarium (CMA). Bill Power serves as the acting DSO, supporting the dive safety and operational goals of the CMA Dive Program. I have worked with Bill Power during my tenure as the CMA Exhibits Director and I have witnessed the highest quality of service and dedication to my team and this program.

Bill Power continues to be an effective and supportive DSO and he serves as a board member of the CMA Dive Control Board. His career experiences and skills have helped influence our team to model modern and safe diving techniques and to conduct the needed work in the field safely and professionally. Most recently, Bill Power was extremely beneficial supporting the 2022 Association of Zoos & Aquarium (AZA) accreditation. His contribution helped our team successfully navigate the regulatory and safety chapter of the AZA accreditation application.

I am grateful for Bill Power's contribution to the CMA Dive Program and I look forward to working with him in the future. Please feel free to contact me with any questions regarding Bill Power.

Sincerely,

Jose Bacallao (he/him/el)
Exhibits Director
Cabrillo Marine Aquarium
jose.bacallao@lacity.org
310-872-8316



3720 STEPHEN M. WHITE DRIVE • SAN PEDRO, CALIFORNIA 90731
PHONE 310-548-7562 • FAX 310-548-2649 • www.cabrillosmarineaquarium.org
A FACILITY OF THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
WITH SUPPORT FROM FRIENDS OF CABRILLO MARINE AQUARIUM

ACCREDITED BY THE
ASSOCIATION
OF ZOO &
AQUARIUMS

Exhibit G.

DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSALS
FOR AS-NEEDED DIVING SAFETY OFFICER
SERVICES

PROPOSAL SUBMISSION LETTER

Proposing Entity: William Cassie Power DBA William Power
(Complete legal name/include DBA if applicable)

Entity Address: 1215 1st St Hermosa Beach CA 90254

Organization Type: Sole Proprietor
(Corporation, partnership, sole proprietor, etc.)

Contact Name: William Power

Contact Telephone: 310-977-9614

Contact Fax: —

Email Address: Billpower@HOTMAIL.COM



30 July 2022

Authorized Signature

Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposals for As-Needed Diving Safety Officer Services and the resulting contract, without exception.

Instructions: 1.) Complete the above; 2.) Provide the appropriate signature of an authorized person/officer authorized to bind the proposer; 3.) Submit one original wet signature with one copy of the original submitted proposal and copies of this letter with the remaining copies of the submitted proposal.

RFP EXHIBIT H
Experience With Similar Contracts Table

Instructions: Before you begin, copy this blank form as needed to record your Experience With Similar Contracts history. Once complete, label page numbers accordingly. Page 1 of 1

Submissions in response to the Director of Instruction Request for Proposals (RFP) constitutes authorization for the Department of Recreation and Parks to contact former or current clients listed on this exhibit.

Client's Name: CABRILLO MARINE AQUARIUM	Address: 3720 Stephen M White DR SAN PEDRO CA 90731	Dollar amount of the entire Project: \$20000	Beginning and ending dates of the contract: (List most recent first.) 26 Aug 2019-22 26 Aug 2020-21	Reference Contact Person Name: JOSE BACALLAO Title: Exhibits Director Phone: 310-548-7480 E-Mail: JOSE.BACALLAO@LAcity.ORG
Summary of Scope of Services: AS NEEDED - Dive safety officer - Supervise & organize the scientific DIVING PROGRAM - ATTEND Dive Control BOARD Meetings				
Was ending date due to termination? If yes, explain reason for termination. NO - CONTRACT ENDED				
Client's Name:	Address:	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)	Reference Contact Person Name: Title: Phone: E-Mail:
Summary of Scope of Services:				
Was ending date due to termination? If yes, explain reason for termination.				
Client's Name:	Address:	Dollar amount of the entire Project:	Beginning and ending dates of the contract: (List most recent first.)	Reference Contact Person Name: Title: Phone: E-Mail:
Summary of Scope of Services:				
Was ending date due to termination? If yes, explain reason for termination.				

RFP - EXHIBIT H

AFFIDAVIT TO ACCOMPANY PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

I/We, William C. Power
being first duly sworn, deposes and states: That the undersigned

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

Is of William Power
(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

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

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

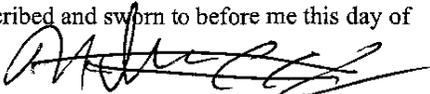
Affiant further deposes and states that prior to the public opening and reading of proposals/bids/submissions of qualification the said proposer:

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

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

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

STATE OF CALIFORNIA COUNTY OF
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

See attachment for Notary Public M.T.P.

7/2022/29
(Month/Year)(Date)

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

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

s.s.

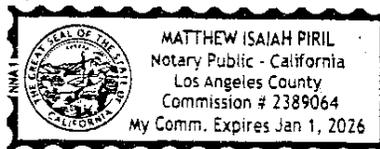
Subscribed and sworn to (or affirmed) before me on this 29th day of July,
Month

20 22, by William Power and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature of Notary Public
Exp: 01-01-2026



For other required information (Notary Name, Commission No., etc.)

See

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

Affiant(s) Thumbprint(s) Describe: _____

DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

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

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles. I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have

understood it. Name: William Power Title: OWNER

Signature:  Date: 28 July 2022

Firm's Name: William Power Phone: 310-977-9614

Firm's Address: 1215 1st St Hermosa Beach CA 90254
Street, City, State Zip

CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET

CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the Bid package for determining the successful Bidder. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project AS REQUIRED Dive safety officer
Location of Project Cabrillo Marine Aquarium
Project Description Function of Dive safety officer for CABRILLO Aquarium
Amount of the Contract 20,000/yr Duration in Months 36 months
Awarding Agency Department of Recreation & Parks
Awarding Agency Address 221 North Figueroa St Suite 100 LA CA 90012
City Los Angeles State CA Zip Code 90254
Awarding Agency Telephone Number (Include Area Code) 310-872-8316
Awarding Agency Project Liaison JOSE BACA LLO
Project Liaison Telephone Number (Include Area Code) 310-872-8316

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) _____

Please print additional pages if required

**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.

Employees

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 _____

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

Please print additional pages if require

CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT

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

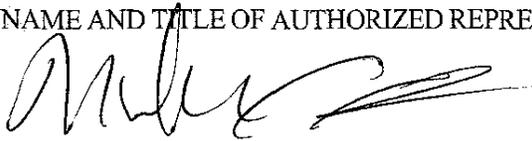
1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with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

AGREEMENT NUMBER: _____

CONTRACTOR: William Power

William C Power Sole Proprietor-owner

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE



IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

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

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

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

OPTION #1: CERTIFICATION

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

<i>Vendor Name/Financial Institution (printed)</i> WILLIAM POWER		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> William C Power - OWNER		
<i>Date Executed</i> 7/28/2022	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

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

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

City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT
OBLIGATIONS

This document must be returned with the
Proposal/Bid/Submission of Qualification

The undersigned hereby agrees that

will: WILLIAM POWER
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.
5. This certification is a material representation of fact upon which reliance was placed when the parties entered into this transaction.
6. The undersigned shall require that the language of this Certification be included in all subcontracts and that all subcontractors shall certify and disclose accordingly.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and was executed at:

Hermosa Beach / LA / CA
City/County/State

7/28/2022
Date

William Power
Name of Business

1215 1st ST, Hermosa Beach, CA 90254
Address of Business


Signature of Authorized Officer or Representative

William C Power
Print Name

OWNER
Title

310-977-9614
Telephone Number

**CITY OF LOS ANGELES
VENDOR CHILD CARE POLICY PROGRAM
CHILD CARE DECLARATION STATEMENT**

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

William Power 310-977-9614
 Business Name Telephone No.
1215 1st St, Hermosa Beach, CA 90254
 Business Address
[Signature] OWNER
 Signature Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

Part One YES NO
 DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY? *no Employees*
 If YES, please attach a copy

Part Two YES NO
 DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?
 If YES, please check which from(s) of assistance

Level I Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized company child care center	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsidized Network of child care homes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in addition to other benefits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care reimbursement in a flexible benefit package	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Paid parental leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Level II Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Child care referral services	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parenting seminars	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Counseling on work/family issues	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Start-up of a self-supporting center	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Start-up contributions to a "consortium center"	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Level III Assistance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flexible work hours	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Flex-place/work-at-home	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permanent part-time/job sharing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Work-at-home following maternity leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unpaid parental leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Donations to enhance child care programs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other: (Describe) _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>

I HAVE READ AND COMPLETED:
[Signature] 7/28/2022
 (Signed) (Date)

For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space
 Date Filed: _____ Expiration Date: _____

Equal Employment Practices Provisions Certification –

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

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

William Power

COMPANY NAME

1215 1st St

ADDRESS

Hermosa Beach, Los Angeles, CA

CITY, COUNTY, STATE, ZIP 90254



AUTHORIZED SIGNATURE

William C Power, OWNER

NAME AND TITLE (TYPE OR PRINT)

310-977-9614

TELEPHONE/E-MAIL

Bidder Certification

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

Original Filing Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN)	Awarding Authority (Department awarding the contract)	
	RECREATION & PARKS	
Bidder Name		
WILLIAM C POWER		
Address		
1215 1st ST Hermosa Beach CA 90254		
Email Address	Phone Number	
BPOWER@HOTMAIL.COM	310-977-9614	

Certification

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

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

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

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

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

WILLIAM C POWER	
Name	Signature
OWNER	7/28/2022
Title	Date

Prohibited Contributors (Bidders)

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original _____ Date of Last Amendment _____

Reference Number (Bid, Contract, or BAVN): _____ Date Bid Submitted: _____

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):
AS-NEEDED DIVING SAFETY OFFICER SERVICES

Awarding Authority (Department awarding the contract): RECREATION & PARKS

Bidder Name: WILLIAM C. POWER

Bidder Address: 1215 1st ST, HERMOSA BEACH CA 90254

Bidder Email Address: BIKPOWER@HOTMAIL.COM Bidder Phone Number: 310-977-9614

Schedule Summary

Please complete all three of the following:

- SCHEDULE A – Bidder's Principals** (check one)
 The bidder has one or more **PRINCIPALS**, as defined in LAMC § 49-7.35(A)(6).
 At least one principal is required for entities. (If you check "Yes", Schedule A is required.)

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
- SCHEDULE B – Subcontractors and Their Principals** (check one)
 The bidder has one or more **SUBCONTRACTORS** on this bid or proposal with
 subcontractors worth \$50,000 or more. (If you check "Yes", Schedule B is required.)

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
- TOTAL NUMBER OF PAGES SUBMITTED** (including this cover page): _____

Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:
 A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 49-7.35(A)(7) and any related ordinances; B) I understand that I must sign this form within ten business days of any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

WILLIAM C POWER
 Name
OWNER
 Title

[Signature]
 Signature
7/28/2022
 Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

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

Name:	William C Power	Title:	OWNER
Address:	1215 1st St, Hermosa Beach CA 90254		

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Name:		Title:	
Address:			

Check this box if additional Schedule A pages are attached.

Prohibited Contributors (Bidders)

Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name:	NO SUBCONTRACTORS
Subcontractor's Address:	

Please check one of the following options:

This subcontractor has one or more principals. Yes* No

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

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Check this box if additional Schedule B pages are attached.

REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10th) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (*) those whose sub-subcontracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

William Power

Contractor or Name of Company



By: (Signature)

7/28/2022
Date

LOS ANGELES RESIDENCE INFORMATION

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

Organization: William Power

I. Corporate or Main Office Address:

1215 1st ST
HERMOSA BEACH
CA 90254

II. Total Number of Employees in the Organization: 1

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

0 ; Percentage Residing in the City: 0

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

~~_____~~ _____
~~_____~~ _____
~~_____~~ _____
~~_____~~ _____
~~_____~~ _____

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

City: 0 ; Percentage Residing in the City: _____

NON-COLLUSION AFFIDAVIT TO ACCOMPANY PROPOSAL/BID/SUBMISSION OF QUALIFICATION

I/We, William C. Power

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

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

is of William Power (Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal/bid/submission of qualification:

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

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

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

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

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

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me this _____ day of _____

[Signature]
(Signature)

OWNER
(Title)

(Month / Year)

See attachment for Notary Public
(Notary Public) M.J.P.

(Date)

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

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

s.s.

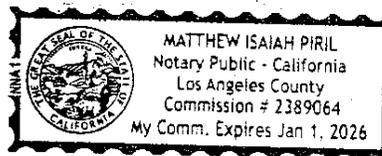
Subscribed and sworn to (or affirmed) before me on this 29th day of July,
Month

2022, by William Powell and
Name of Signer (1)

_____, proved to me on the basis of
Name of Signer (2)

satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature of Notary Public



exp: 01-01-2026
For other required information (Notary Name, Commission No. etc.)

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

containing _____ pages, and dated _____

Additional Information
Method of Affiant Identification
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other
<input type="checkbox"/> Affiant(s) Thumbprint(s) <input type="checkbox"/> Describe: _____

LWO -DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: William Power Phone Number: 310-977-9614
 2. Company Address: 1215 1st ST, Hermosa Beach CA 90254
 3. Are you a Subcontractor? Yes No If YES, state the name of your Prime Contractor:
 4. Type of Service Provided: AS NEEDED Dive safety OFFICER services

EXEMPTION INFORMATION:

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

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> 501(c)(3) Non-Profit Organizations: <ul style="list-style-type: none"> • A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. • The exemption is valid for all employees except Child Care Workers. • Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits. • Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under." • This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ul style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ C. MULTIPLY B by 8: \$ <u>0</u> 3. Based on Question 2 above, is A less than C? <input type="checkbox"/> YES <input type="checkbox"/> NO If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? <input type="checkbox"/> YES <input type="checkbox"/> NO 5. Fill & Submit LW-18 Subcontractor Information Form.
<input type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.

Print Name of Person Completing This Form: William Power Signature of Person Completing This Form: [Signature]
 Title: Owner Phone #: 310-977-9614 Date: 7/28/2022

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

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____
 Approved / Not Approved - Reason: _____
 By Analyst: _____ Date: _____

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.

In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

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

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

<u>Recreation & Parks</u>	<u>John Busby</u>	Phone
City Department/Division Awarding Contract	City Contact Person	
<u>AS-NEEDED Diving Safety officer services</u>	<u>8/11/2022</u>	
City Bid or Contract Number and Project Title (if applicable)	Bid	Date

BIDDER/CONTRACTOR INFORMATION

<u>William Power</u>	Contractor's License Number		
Bidder/Proposer Business Name			
<u>1215 1st ST</u>	<u>Hermosa Beach</u>	<u>CA</u>	<u>90254</u>
Street Address	City	State	Zip
<u>William Power owner</u>	<u>310-977-9614</u>	<u>—</u>	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

<u>William C Power owner</u>	<u>[Signature]</u>	<u>30 July 22</u>
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 7

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: _____ / _____ / _____ State of incorporation: _____
List the corporation's current officers.
President: _____
Vice President: _____
Secretary: _____
Treasurer: _____

Check the box only if your firm is a publicly traded corporation.
List those who own (5%) or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of five percent (5%) or more of the corporation's stock.

Partnership: Date formed: _____ / _____ / _____ State of formation: _____
List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: / /
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.
William Power - owner

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five (5) years?

Yes No

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

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

Yes No

If **Yes**, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five (5) years.

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

Yes No

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

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

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

D. FINANCIAL RESOURCE AND RESPONSIBILITY

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

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

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

If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISORY

7. How many years has your firm been in business? 2 Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
 Yes No

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five (5) years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

Check the box if you have not had any similar contracts in the last five (5) years.

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

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

11. In the past five (5) years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
 Yes No

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

12. In the past five (5) years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?
 Yes No

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

F. DISPUTES

13. In the past five (5) years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

• Payment to subcontractors?

Yes No

• Work performance on a contract?

Yes No

• Employment-related litigation brought by an employee?

Yes No

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

Yes No

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

15. In the past five (5) years, has your firm been assessed liquidated damages on a contract?

Yes No

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

G. COMPLIANCE

16. In the past five (5) years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes No

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

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

Yes No

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

18. In the past five (5) years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes No

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

Attachment B

Performance History

Contracts with City of Los Angeles

Cabrillo Marine Aquarium

Jose Bacallao 310-548-7480

Dive safety officer

\$20000

8/2020-8/2022

Contracts with other entities

Los Angeles County Sanitation Districts

Terra Petry 310-830-2400

Dive safety officer

\$20000

9/2020-present

**CITY OF LOS ANGELES
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that William Power will:
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for its employees.
2. Fully comply with and implement all lawfully served Wage and Earnings Assignment 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:

Hermosa Beach / LA / CA
City/County/State

7/28/2022
Date

William Power 1215 1st St. Hermosa Beach CA
Name of Business Address 90254

 William C Power
Signature of Authorized Office or Representative Print Name

Owner 310-977-9614
Title Telephone Number

DISPOSITION OF PROPOSALS/BIDS/SUBMISSIONS OF QUALIFICATIONS

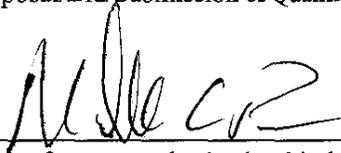
All proposals/bids/submissions of qualification submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure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

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

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

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

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



Signature of person authorized to bind proposer

7/28/2022

Date

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

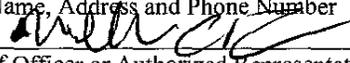
Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three (3) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

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

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

William Power 1215 1st ST Hermosa Beach CA 90291 310-977
 Company Name, Address and Phone Number 9614

 7/28/2022
 Signature of Officer or Authorized Representative Date

William C Power OWNER
 Print Name and Title of Officer or Authorized Representative

Recreation & Parks Contract Number
 Awarding City Department

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL FOR
AS-NEEDED DIVING SAFETY OFFICER SERVICES

July 29, 2022

Amendment 1

In the **RFP**, the following information on following page should be changed:

Page 1

Section I

This RFP is the first of a three-phase procurement process to select one (1) contractor to place under contract for a three (3) year term with one (1) three (3) year option to renew, exercisable at the sole discretion of the General Manager of RAP.

Change to:

This RFP is the first of a three-phase procurement process to select one (1) contractor to place under contract for a three (3) year term.