

CONTRACT

34724

THIS CONTRACT ("Contract") is entered into, in duplicate, effective as of August 8, 2017, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 18, 2017, by and between PURPLE REIGN LIFE SKILLS CENTER LLC, a California limited liability company ("Contractor"), with offices located at 15603 Sandel Avenue, Gardena, California 90248, and the CITY OF LONG BEACH, a municipal corporation ("City") and administering entity for Pacific Gateway Workforce Investment Network.

WHEREAS, City submitted an application ("Application") to the Employment Development Department of the State of California (the "State"), for funds to provide meaningful training and employment opportunities for economically disadvantaged, unemployed and underemployed persons consistent with the Workforce Investment Act of 1998 ("WIA") codified as Section 504 of the Rehabilitation Act, 29 U.S.C. 794(d) and all regulations, directives, policies, procedures and amendments issued thereto and/or legislation, regulations, policies, directives, and/or procedures which may replace the Workforce Investment Act; and

WHEREAS, Congress reauthorized the Workforce Investment Act of 1998 on July 22, 2014 as the "Workforce Innovation and Opportunity Act (WIOA)" to provide workforce investment activities, through statewide and local workforce investment systems such as Pacific Gateway Workforce Investment Network (PGWIN), administered by the City of Long Beach; and

WHEREAS, the Application was approved by the State and a Workforce Investment Act/Workforce Innovation and Opportunity Act subgrant has been executed by and between the State and the City authorizing such programs and providing the funding therefore under Workforce Investment Act/Workforce Innovation and Opportunity Act Master Subgrant Agreement which has been designated as K7102038 CFDA No. 17.258, 17.278 and 17.279 the ("Prime Contract"); and

1 WHEREAS, Contractor desires to participate in said program and is qualified
2 by procurement for the reason of experience, preparation, organization, staffing and
3 facilities to provide services; and

4 WHEREAS, City is willing to utilize Contractor to provide various workforce
5 development services to Pacific Gateway and its Board;

6 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
7 conditions in this Agreement, the parties agree as follows:

8 1. DOCUMENT INCORPORATION.

9 A. The following documents are attached hereto as exhibits and
10 incorporated herein and made a part hereof by this reference as if fully set forth:

11 i. The Prime Contract, Exhibit "A", and any extension or
12 continuation thereof or any grant agreement which is the successor thereto
13 which authorizes a training and employment program for the economically
14 disadvantaged, unemployed and underemployed persons, and the
15 documents incorporated therein and attachments thereto, including the
16 assurances and certifications made by the State to the City.

17 ii. Contractor's program description, statement of work
18 performed, Contractor's operation plan for participants, program conditions
19 and standards for Contractor's performance under this Contract (collectively,
20 the "Statement of Work") attached hereto as Exhibit "B".

21 B. Contractor and City agree to be bound by all the terms,
22 conditions and provisions contained in the Prime Contract, the Application, and the
23 Statement of Work (collectively, the "Contract Documents").

24 C. Contractor hereby agrees to assume full responsibility for the
25 performance of the operation, coordination and administration of such program
26 pursuant to all the terms and conditions of the exhibits to the extent that said
27 documents are applicable to the delivery of services by Contractor hereunder; and
28 the parties hereto agree to perform all duties, obligations and tasks to be performed

1 by each party under the Contract Documents.

2 D. In the event there is any conflict between the provisions of this
3 Contract and the provisions of the Prime Contract, including the attachments thereto
4 and the documents incorporated therein, as presently worded or amended in the
5 future, the parties agree that the provisions of the Prime Contract shall control.

6 Contractor shall conduct training and employment activities in accordance
7 with the provisions of the Contract Documents.

8 2. TERM.

9 A. The term of this Contract ("Term") shall be deemed to have
10 commenced as of July 1, 2017, and unless sooner terminated pursuant to the
11 provisions hereof, shall terminate on June 30, 2019. Either of the parties hereto
12 shall have the right to terminate this Contract in its entirety at any time during the
13 Term for any or no reason whatsoever by giving fifteen (15) days prior written notice
14 of termination to the other party. City shall have the additional right to cancel any
15 part of this Contract at any time during the Term for any reason whatsoever by giving
16 fifteen (15) days' notice of such cancellation to the Contractor.

17 B. Notwithstanding the foregoing, the City shall have the right to
18 terminate and cancel this Contract without notice, in its sole discretion, if the actions
19 or non-action of Contractor subjects the City to liability, legal obligations or program
20 operation obligations beyond the liability and obligations under the Contract
21 Documents. If this Contract is terminated prior to the expiration of the Term,
22 Contractor shall be reimbursed for all eligible program allowable costs which have
23 been accrued but not paid through the effective date of termination. Contractor
24 agrees to accept such amount, plus all amounts previously paid, as full payment
25 and satisfaction of all obligations of City to Contractor.

26 3. AWARD UNDER SPECIAL CONDITIONS. The City may award a
27 contract under special conditions if it determines the Contractor as "high risk" under the
28 following categories:

1 A. (1) A history of unsatisfactory performance, or (2) Is not
2 financially stable, or (3) Has a management system which does not meet the
3 management standards, or (4) Has not conformed to terms and conditions of
4 previous awards, or (5) Is otherwise not responsible; and if the City determines that
5 an award will be made, special conditions and/or restrictions shall correspond to the
6 high risk condition and shall be included in the award.

7 B. Special conditions or restrictions may include: (1) Payment on
8 a reimbursement basis; (2) Withholding authority to proceed to the next phase until
9 receipt of evidence of acceptable performance within a given funding period; (3)
10 Requiring additional, more detailed financial reports; (4) Additional project
11 monitoring; (5) Requiring the Contractor to obtain technical or management
12 assistance; or (6) Establishing additional prior approvals.

13 C. If the City decides to impose such conditions, the City will either
14 include such corrective action in the Statement of Work or notify the Contractor as
15 early as possible, in writing, of: (1) The nature of the special conditions/restrictions;
16 (2) The reason(s) for imposing them; (3) The corrective actions which must be taken
17 before they will be removed and the time allowed for completing the corrective
18 actions and (4) The method of requesting reconsideration of the conditions or
19 restrictions imposed.

20 4. PERFORMANCE REVIEW.

21 A. After each quarter during the Term, the City will conduct a
22 review of Contractor's performance by comparing the Contractor's planned
23 performance and/or contract earning levels with the actual performance and
24 contract earning levels achieved by Contractor. If the Contractor is ten percent
25 (10%) or more below their planned total at the end of the first quarter or any quarter
26 thereafter, the City has the right to unilaterally cancel the contract or de-obligate
27 funds up to the amount of the under expenditure or underperformance.
28 Alternatively, upon review and approval of the City, Contractor may be allowed to

1 submit a corrective action plan demonstrating that program performance is
2 attainable and expenditure levels can be met. At the discretion of the City,
3 Contractor may be allowed to continue program services.

4 B. Underperformance at the end of the second quarter or any
5 quarter thereafter, shall permit the City to unilaterally cancel this Contract or, in the
6 alternative and at the sole discretion of the City, deobligate funds from this Contract
7 up to the amount of the underexpenditures.

8 5. CONTRACT AMOUNT AND PAYMENT.

9 A. The total amount which shall be payable by City to Contractor
10 for Contractor's allowable services during the Term shall not exceed One Hundred
11 Twenty-Five Thousand Dollars (\$125,000).

12 B. The City shall, in due course, reimburse the Contractor for the
13 actual, allowable, reasonable and necessary costs and expenses incurred by
14 Contractor in the performance of this Contract which are authorized and approved
15 by Exhibit "B" and are in accordance with and pursuant to the Prime Contract, to the
16 extent that such Prime Contract is applicable to the Contractor's performance
17 hereunder.

18 C. Payment to the Contractor shall be limited to the amounts
19 specified in Exhibit "B" for the categories, criteria and rates established in said
20 Exhibit. The allocation of the total contract amount among the items in the Budget
21 may vary by as much as ten percent (10%) without the approval by Workforce
22 Investment Board's Executive Director ("Executive Director"). Additionally,
23 Contractor may, with the prior written approval of the Executive Director or his
24 designee, make adjustments within and among the categories of expenditures in
25 the Budget in excess of ten percent (10%), and modify the performance to be
26 rendered hereunder as provided in Exhibit "B"; provided, however, that any such
27 adjustment in expenditures shall not result in an increase in the amount of the total
28 contract. The agent or representative of Contractor who signs as the maker of

1 checks or drafts or in any manner authorizes the disbursement of said funds or
2 expenditure of same shall be covered by a blanket fidelity or comprehensive crime
3 bond regarding the handling of said funds in an amount set out in Section 13,
4 paragraph E of this Contract.

5 D. Contractor shall not charge nor receive compensation under
6 this Contract for any services or expenses unless said services or expenses are
7 directly and exclusively related to the purposes of this Contract, and provided that
8 payment is not also received by Contractor from some other source for said services
9 or expenses.

10 E. Disbursement of funds received from the State shall be under
11 the direction of the City Manager or his designee and shall be in accordance with
12 the provisions of this Contract and made pursuant to the Prime Contract and any
13 additional procedures, regulations and reporting requirements which are
14 established by the City that do not conflict with applicable procedures, regulations
15 and reporting requirements of the State.

16 F. All payments to Contractor by the City will be based upon
17 invoices and the necessary supporting documents which the State and the City may
18 require Contractor to submit. The expenditure of all funds shall be accounted for
19 promptly and submitted with the funded "Period of Availability" for the program year.
20 Reimbursement will not be made for claims generated beyond contract end date or
21 ninety (90) days after the contract end date for properly accrued expenditures.
22 Contractor shall keep separate detailed accounts for each expenditure for each
23 component part of this project.

24 G. Public or private non-profit contractor revenues in excess of
25 costs are considered program income or profits in accordance with Code of Federal
26 Regulations definition of "Income" pursuant to 29 CFR 97.32(2). When authorized,
27 program income may be added to the funds committed to the grant agreement. The
28 program income shall be used for the purposes and under the conditions of the grant

1 agreement or as amended unless the Governor of the State of California requires
2 that such income be turned over to the State.

3 6. RECORDS.

4 A. Records relating to the performance of this Contract shall be
5 kept and maintained by Contractor in accordance with the manner and method
6 prescribed by applicable State regulations and guidelines and City requirements,
7 and will be current, complete and available for purposes of inspection and audit
8 during business hours as deemed necessary upon request by representatives of
9 federal, state and local agencies.

10 B. Contractor shall provide access to all documents and materials
11 related to this Contract and shall provide any information that the City, or its
12 designee requires in order to monitor and evaluate Contractor's performance
13 hereunder. All such records shall be maintained and accessible for a period of
14 seven (7) years from the expiration or earlier termination of this Contract.

15 7. FINANCIAL REPORTS.

16 A. Contractor shall promptly distribute to the City Manager or his
17 designee copies of all correspondence including, but not limited to, financial,
18 operational and performance reports which Contractor submits to or receives from
19 the State. Contractor shall provide such other reports, documents or information as
20 may be requested or required by the City or the State within three (3) days of written
21 request. Upon expiration or earlier termination of this Contract, and within the time
22 and in the manner prescribed by the City, the Contractor shall perform all necessary
23 close-out procedures required by the State and the City, including preparation of
24 close-out reports and transmittal to the City of all documents in the possession of
25 Contractor which relate to the Conduct of the Program, within the time and in the
26 manner prescribed by the City. Final payment to the Contractor under this Contract
27 will be paid only after the City has determined that Contractor has satisfactorily
28 completed said close-out procedures.

1 B. If the Contractor is subject to the Single Audit Act (SAA), the
2 Contractor shall include this Contract within the scope of the SAA audit. A copy of
3 the SAA final audit report shall be delivered by Contractor to the City of Long Beach
4 within thirty (30) calendar days after its request and, in any event, no later than six
5 (6) months after the end of the then-current fiscal year of Contractor. In the event
6 the Contractor fails to comply with this requirement, the Contractor shall be liable
7 for any costs incurred by City for a substitute audit or review.

8 8. ACCOUNTING PROCEDURES.

9 A. On a monthly basis, commencing on the last day of the month
10 next succeeding the Effective Date of this Contract, the Contractor will submit an
11 invoice with supporting documentation for payment based upon the cost categories
12 in Exhibit "B". These invoices will be due by the tenth (10th) working day after the
13 end of each month. Contractor shall complete the monthly payment requests in the
14 format required by the City.

15 B. The Contractor will establish separate account numbers within
16 its accounting system to account for the expenditures and revenues of this Contract.
17 The Contractor's accounting system will be in compliance with all applicable
18 procedures and Federal and State authorities having jurisdiction over this Contract,
19 and shall be consistent with the fiscal and accounting procedures, including accruals
20 set forth herein. Without limiting the generality of the foregoing, the Contractor shall
21 adhere to the following fiscal and accounting procedures:

22 i. Maintain a bank account and perform monthly bank
23 reconciliations.

24 (a) Deposit all receipts in the bank account promptly
25 and intact.

26 (b) Do not pay any expense directly out of cash
27 receipts.

28 (c) Maintain bank validated copies for every deposit

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slip in chronological order. Each deposit slip should include sufficient detail to explain the source of the funds being deposited. (This may be done by recording the details on the deposit slip or by attached supporting documentation which may have been received with the receipts).

(d) Disburse all funds by check, preferably signed or approved electronically by two (2) employees, neither of whom is the bookkeeper or the accounting clerk.

ii. Designate specific employees to perform each of the following functions:

(a) Receipt for goods and services provided to Contractor.

(b) Approve the purchase of goods and services for Contractor.

(c) Approve employee time sheets.

(d) Each above function shall be designated to a different employee.

iii. Maintain documented support for every check written which should include:

(a) Original invoice from each vendor.

(b) Indication by signature and date of an authorized employee that the goods or services were received by the Contractor. This may be done on a separate receiving report, a copy of a packing slip or on the invoice itself.

(c) Indication that the goods or services were approved for purchase by an authorized individual. This should be by signature and date and should appear on the invoice or on the purchase order or purchase requisition, if such is used by the

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Contractor.

iv. Maintain a copy of each invoice submitted to the Operations Division with copies of all supporting documents.

v. Maintain the following records in an orderly fashion by grant period or Contractor's fiscal year:

- (a) Bank statements and bank reconciliations.
- (b) Deposit slips and supports.
- (c) Checks and supports.
- (d) Time sheets or documentation to verify

Contractor's labor costs.

- (e) Cash receipts and cash disbursement journals.
- (f) Requests for reimbursement and supports.
- (g) Financial statements.
- (h) Maintain and file all required tax and personnel

reports with appropriate agencies.

vi. Contractor must adhere to all audit requirements as outlined in Contractor's respective OMB Circular, 29 CFR 95, and 29 CFR Part 96, and A 133, 29 CFR 97.26 and 29 CFR 95.26 as applicable.

C. All invoices and billings will be considered final and must be submitted within forty-five (45) calendar days from the end of the Term. Resolution of disputed matters must be resubmitted within fifteen (15) calendar days from date mailed to Contractor. City, in its sole discretion, may elect not to pay any invoices or billings submitted after the cut-off date, or if funding is no longer available.

9. INDEPENDENT CONTRACTOR STATUS. It is distinctly understood that in the performance of this Contract, the Contractor shall at all times be considered a wholly independent contractor and that Contractor's obligations to and authority from the City are solely as are preserved by this Contract. Contractor expressly warrants that it will not, at any time, hold itself out or in any manner represent that Contractor or any of its

1 agents, volunteers, subscribers, members, officers or employees are in any manner the
2 officers, employees or agents of the City or the Pacific Gateway Workforce Investment
3 Network (Network), an unincorporated non-profit association. Contractor shall not have
4 any authority to bind the City or Network at any time or for any purpose. Contractor nor
5 any of Contractor's officers, employees or agents shall have any power or authority as
6 agents or employees of the City or Network and shall not be entitled to any of the rights,
7 privileges or benefits of a City or Network employee.

8 10. ASSIGNMENT AND SUBCONTRACTING. This Agreement
9 contemplates the personal services of Contractor and Contractor's employees, and the
10 parties acknowledge that a substantial inducement to City for entering this Agreement was
11 and is the professional reputation and competence of Contractor and Contractor's
12 employees. Contractor shall not assign its rights or delegate its duties under this
13 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
14 of City, except that Contractor may with the prior approval of the City Manager of City,
15 assign any moneys due or to become due the Contractor under this Agreement. Any
16 attempted assignment or delegation shall be void, and any assignee or delegate shall
17 acquire no right or interest by reason of an attempted assignment or delegation.
18 Furthermore, Contractor shall not subcontract any portion of its performance without the
19 prior approval of the City Manager or designee, or substitute an approved subconsultant
20 or contractor without approval prior to the substitution. Nothing stated in this Section shall
21 prevent Contractor from employing as many employees as Contractor deems necessary
22 for performance of this Agreement.

23 11. INDEMNITY.

24 A. Contractor shall indemnify, protect and hold harmless City, its
25 Boards, Commissions, and their officials, employees and agents ("Indemnified
26 Parties"), from and against any and all liability, claims, demands, damage, loss,
27 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
28 costs and expenses, including attorneys' fees, court costs, expert and witness fees,

1 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
2 in part, out of or in connection with (1) Contractor's breach or failure to comply with
3 any of its obligations contained in this Agreement, including any obligations arising
4 from the Project's compliance with or failure to comply with applicable laws, including all
5 applicable federal and state labor requirements including, without limitation, the
6 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts,
7 errors, omissions or misrepresentations committed by Contractor, its officers,
8 employees, agents, subcontractors, or anyone under Contractor's control, in the
9 performance of work or services under this Agreement (collectively "Claims" or
10 individually "Claim").

11 B. In addition to Contractor's duty to indemnify, Contractor shall
12 have a separate and wholly independent duty to defend Indemnified Parties at
13 Contractor's expense by legal counsel approved by City, from and against all
14 Claims, and shall continue this defense until the Claims are resolved, whether by
15 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
16 breach, or the like on the part of Contractor shall be required for the duty to defend
17 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
18 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
19 in the defense.

20 C. If a court of competent jurisdiction determines that a Claim was
21 caused by the sole negligence or willful misconduct of Indemnified Parties,
22 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
23 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
24 percentage of willful misconduct attributed by the court to the Indemnified Parties.

25 D. The provisions of this Section shall survive the expiration or
26 termination of this Agreement.

27 12. EMPLOYMENT TRAINING ACT CLAUSES. Contractor shall
28 administer contract within the policies and procedures mandated by the Workforce

1 Investment Act of 1998, subsequently reauthorized as Workforce Innovation and
2 Opportunity Act, and the Network and agrees to comply with the following contract clauses,
3 as applicable, during the duration of the contract period:

- 4 A. Compliance with requirements and/or regulations related to
5 patent rights, copyrights, and rights in data;
- 6 B. Maintenance of records for 7 years;
- 7 C. The Equal Employment Opportunity Act provisions;
- 8 D. The Americans with Disabilities Act of 1990;
- 9 E. The Contract Work Hours and Safety Standards Act;
- 10 F. The Clean Air Act and Environmental Protection Agency
11 regulations;
- 12 G. The Energy Policy Conservation Act;
- 13 H. The Byrd Anti-Lobbying Amendment;
- 14 I. Veteran's Priority Provisions;
- 15 J. Whistle Blower Protection;
- 16 K. Buy American Requirements.

17 13. INSURANCE. Concurrent with the execution of this Contract by
18 Contractor, as a condition precedent to the effectiveness of this Contract, and in partial
19 performance of the obligations of indemnity assumed by Contractor under Section 11
20 above, Contractor shall procure and maintain during the Term at Contractor's expense:

21 A. Comprehensive General Liability in an amount not less than Two
22 Million Dollars (\$2,000,000.00) combined single limit for each occurrence or Four Million
23 Dollars (\$4,000,000.00) General Aggregate for bodily injury, personal injury and property
24 damage. The Indemnified Parties shall be covered as insureds in respect to liability arising
25 out of activities performed by or on behalf of the Contractor and coverage shall be in a form
26 acceptable to the Risk Manager of the City ("Risk Manager").

27 B. Automobile Liability in an amount not less than Five Hundred
28 Thousand Dollars (\$500,000.00) combined single limit per accident for bodily injury and

1 property damage covering owned, non-owned and hired vehicles.

2 C. Workers' Compensation as required by the Labor Code of the State of
3 California and Employers' Liability Insurance with limits of one Million Dollars
4 (\$1,000,000.00) per occurrence.

5 D. Accidental Medical, Death and Dismemberment Insurance for all
6 participants not entitled to workers' compensation benefits under the provisions of Section
7 3700 of the Labor Code of the State of California, unless this requirement has been waived
8 in writing by the Risk Manager. Said insurance shall have limits of not less than One
9 Hundred Thousand Dollars (\$100,000.00) Accident Medical and Twenty-Five Thousand
10 Dollars (\$25,000.00) Accidental Death and Dismemberment.

11 E. Blanket Honesty or Comprehensive Crime Bond in an amount of fifty
12 percent (50%) of sums payable under this Contract, or Twenty-Five Thousand Dollars
13 (\$25,000.00), whichever is higher, to safeguard the proper handling of funds by those
14 employee's agents or representatives of the Contractor who sign as the maker of checks
15 or drafts or in any manner authorize the disbursement or expenditure of said funds.

16 Each insurance policy shall be endorsed to provide that coverage shall not
17 be cancelled by either party, reduced in amount or in limits, except after thirty (30) days
18 prior written notice has been given to the City. All such insurance shall be primary and not
19 contributing to any other insurance or self-insurance maintained by the Indemnified Parties.

20 The insurance required hereunder shall be placed with carriers admitted to
21 write insurance in California, or carriers with a rating of or equivalent to A:VIII by A.M. Best
22 Company and may be subject to such self-insurance or deductible as may be approved by
23 the Risk Manager. Any Contractors which Contractor may use in the performance of
24 services under this Contract shall be required to maintain insurance in accordance with the
25 requirements here in Section 13.

26 Contractor shall furnish the City with certificates of insurance and with original
27 endorsements affecting coverage as required above. The certificates and endorsements
28 for each insurance policy shall be signed by a person authorized by that insurer to bind

1 coverage on its behalf. Policies written on a “claims made” basis shall provide for an
2 extended reporting period of not less than One Hundred Eighty (180) days. No claims
3 made policies shall be acceptable to City unless the City Manager determines that no
4 occurrence policy is available in the market for the particular risk being insured. Any
5 modification or waiver of the insurance requirements contained in this Contract shall only
6 be made with the written approval of the Risk Manager in accordance with established city
7 policy.

8 14. DRUG-FREE WORKPLACE. Contractor shall comply with
9 Government Code Sections 8350 et seq. and 29 CFR Part 98, in matters relating to
10 providing a drug-free workplace including, but not limited to, the following:

11 A. Publishing a statement notifying employees that unlawful
12 manufacture, distribution, dispensation, possession, or use of a controlled
13 substance is prohibited and specifying actions to be taken against employees for
14 violations, as required by Government Code Section 8355(a).

15 B. Establishing a Drug-Free Awareness Program as required by
16 Government Code Section 8355(b), to inform employees about all of the following:

17 i. The dangers of drug abuse in the workplace,
18 ii. The person’s or organization’s policy of maintaining a
19 drug-free workplace;

20 iii. Any available counseling, rehabilitation and employee
21 assistance programs, and

22 iv. Penalties that may be imposed upon employees for drug
23 abuse violations.

24 C. Ensuring that every employee who provides services under this
25 Contract:

26 i. Will receive a copy of Contractor’s drug-free policy
27 statement, and

28 ii. Will agree to abide by the terms of Contractor’s

1 statement as a condition of employment on this Contract:

2 D. Payments due Contractor may be subject to suspension or
3 termination for failure to carry out the requirements of Government Code Sections
4 8350 et seq. and 29 CFR Part 98, Debarment and Suspension; Drug Free
5 Workplace. As provided in Government Code Section 8357, the City shall not be
6 required to ensure that Contractor provides a drug-free workplace.

7 15. NONDISCRIMINATION.

8 A. In connection with performance of this Agreement and subject
9 to applicable rules and regulations, Contractor shall not discriminate against any
10 employee or applicant for employment because of race, religion, national origin,
11 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap, or
12 disability. Contractor shall ensure that applicants are employed, and that employees
13 are treated during their employment, without regard to these bases. These actions
14 shall include, but not be limited to, the following: employment, upgrading, demotion
15 or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay
16 or other forms of compensation, and selection for training, including apprenticeship.

17 B. It is the policy of City to encourage the participation of
18 Disadvantaged, Minority and Women-owned Business Enterprises in City's
19 procurement process, and Contractor agrees to use its best efforts to carry out this
20 policy in its use of subconsultants and contractors to the fullest extent consistent
21 with the efficient performance of this Agreement. Contractor may rely on written
22 representations by subconsultants and contractors regarding their status.
23 Contractor shall report to City in May and in December or, in the case of short-term
24 agreements, prior to invoicing for final payment, the names of all subconsultants
25 and contractors hired by Contractor for this Project and information on whether or
26 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
27 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

28 16. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in

1 accordance with the provisions of the Ordinance, this Agreement is subject to the
2 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
3 Long Beach Municipal Code, as amended from time to time.

4 A. During the performance of this Agreement, the Contractor
5 certifies and represents that the Contractor will comply with the EBO. The
6 Contractor agrees to post the following statement in conspicuous places at its place
7 of business available to employees and applicants for employment:

8 “During the performance of a contract with the City of Long Beach, the
9 Contractor will provide equal benefits to employees with spouses and its employees
10 with domestic partners. Additional information about the City of Long Beach’s Equal
11 Benefits Ordinance may be obtained from the City of Long Beach Business Services
12 Division at 562-570-6200.”

13 B. The failure of the Contractor to comply with the EBO will be
14 deemed to be a material breach of the Agreement by the City.

15 C. If the Contractor fails to comply with the EBO, the City may
16 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
17 to become due under the Agreement may be retained by the City. The City may
18 also pursue any and all other remedies at law or in equity for any breach.

19 D. Failure to comply with the EBO may be used as evidence
20 against the Contractor in actions taken pursuant to the provisions of Long Beach
21 Municipal Code 2.93 et seq., Contractor Responsibility.

22 E. If the City determines that the Contractor has set up or used its
23 contracting entity for the purpose of evading the intent of the EBO, the City may
24 terminate the Agreement on behalf of the City. Violation of this provision may be
25 used as evidence against the Contractor in actions taken pursuant to the provisions
26 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

27 17. CONFIDENTIALITY.

28 A. Contractor shall keep confidential all financial, operations, and

1 performance records relating to its performance of this Contract ("Data") and shall
2 not disclosed the Data or use the Data directly or indirectly other than in the course
3 of services provided hereunder. The obligation of confidentiality shall continue
4 following expiration or earlier termination of this Contract. In addition, Contractor
5 shall keep confidential all information, whether written or oral, or visual, obtained by
6 any means whatsoever in the course of Contractor's performance hereunder for the
7 same period of time. Contractor shall not disclose Data to any third party, nor use it
8 for Contractor's own benefit or the benefit of others without first obtaining the prior
9 written authorization and consent of the City.

10 B. All Data and other information, in whatever form or medium,
11 compiled or prepared by Contractor in performing its services or furnished to
12 Contractor by City shall be the property of City and City shall have the unrestricted
13 right to use or disseminate same without payment of further compensation to
14 Contractor. Copies of Contractor's work product may be retained by Contractor for
15 its own records.

16 18. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
17 breach of confidentiality with respect to Data that:

18 A. Contractor demonstrates Contractor knew prior to the time City
19 disclosed it; or

20 B. Is or becomes publicly available without breach of this Contract
21 by Contractor; or

22 C. A third party who has a right to disclose such information does
23 so to Contractor without restrictions on further disclosure; or

24 D. Must be disclosed pursuant to subpoena, court order, state or
25 federal WIA rules and regulations, federal Department of Labor rules and
26 regulations, or the rules and regulations of any other governmental agency having
27 jurisdiction over WIA administration.

28 19. NOTICES. Any notice or approval required by this Agreement shall

1 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
2 postage prepaid, addressed to Consultant at the address first stated above, and to the City
3 at 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
4 copy to the Pacific Gateway's Executive Director at 3447 Atlantic Avenue, Long Beach, CA
5 90806. Notice of change of address shall be given in the same manner as stated for other
6 notices. Notice shall be deemed given on the date deposited in the mail or on the date
7 personal delivery is made, whichever occurs first.

8 20. CONTRACT ADMINISTRATION. The City Manager, or designee, is
9 authorized and directed, for and on behalf of the City, to administer this Contract and all
10 related matters, and any decision of the City Manager, or his designee, in connection
11 herewith shall be final.

12 21. CORPORATE STATUS. If the Contractor is a corporation, Contractor
13 shall, as a condition precedent to the effectiveness of this Contract, submit to City proof of
14 good standing of the corporate status.

15 22. ENTIRE AGREEMENT. This document fully expresses all
16 understandings of the parties concerning all matters covered and shall constitute the total
17 Agreement. Except for the adjustments of Exhibit "B" as provided in Section 5 hereof, no
18 addition to or alteration of the terms of this Contract whether by written or oral
19 understanding of the parties, their officers, agents or employees shall be valid unless made
20 in writing and formally adopted in the same manner as this Contract.

21 23. CAPTIONS AND ORGANIZATION. The various headings and
22 numbers herein and the grouping of the provisions of this Contract into separate Sections,
23 paragraphs and clauses are for the purpose of convenience only and shall not be
24 considered a part hereof, and shall have no effect on the construction or interpretation of
25 any part of this contract.

26 24. TAX REPORTING. As required by federal and state law, City is
27 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
28 Contractor shall be solely responsible for payment of all federal and state taxes resulting

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 from payments under this Agreement. Contractor shall submit Contractor's Employer
2 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not
3 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
4 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
5 Contractor provides one of these numbers.

6 25. AUTHORIZATION TO EXECUTE. Contractor warrants and affirms to
7 City that any and all persons signing this Contract are authorized and empowered to so
8 sign and that the execution of this Contract by such person or persons does bind Contractor
9 to all terms, covenants and conditions of this Contract.

10 IN WITNESS WHEREOF, the parties hereto have caused these presents to
11 be duly executed with all the formalities required by law on the respective dates set forth
12 opposite their signatures.

13
14
15 8/28, 2017

PURPLE REIGN LIFE SKILLS CENTER
LLC, a California limited liability company
By Sharon Cruse
Name Sharon Cruse
Title Owner

17 8/28, 2017

By Sharon Cruse
Name Sharon Cruse
Title Owner

20
21
22 Sept. 5, 2017

"Contractor"
CITY OF LONG BEACH, a municipal
corporation

By Tom Modica
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

"City" Tom Modica
Assistant City Manager

25 This Contract is approved as to form on 8-29, 2017.

26
27 CHARLES PARKIN, City Attorney
28 By Charles Parkin
Deputy

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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7 City that any and all persons signing this Contract are authorized and empowered to so
8 sign and that the execution of this Contract by such person or persons does bind Contractor
9 to all terms, covenants and conditions of this Contract.

10 IN WITNESS WHEREOF, the parties hereto have caused these presents to
11 be duly executed with all the formalities required by law on the respective dates set forth
12 opposite their signatures.

13 _____, 2017

PURPLE REIGN LIFE SKILLS CENTER
LLC, a California limited liability company
By Sharon Cluse
Name Sharon Cluse
Title Owner

17 _____, 2017

By Sharon Cluse
Name Sharon Cluse
Title Owner

22 Sept. 5, 2017

"Contractor"
CITY OF LONG BEACH, a municipal
corporation
By T. Bell EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
City Manager

"City" Tom Modica
Assistant City Manager

This Contract is approved as to form on 8-29, 2017.

27 CHARLES PARKIN, City Attorney
28 By [Signature]
Deputy

EXHIBIT A

WIOA SUBGRANT AGREEMENT

City of Long Beach dba Pacific Gateway

SUBGRANT NO: K7102038
MODIFICATION NO: 1
SUBRECIPIENT CODE: LBC
UNIQUE ENTITY NO: 557398141

PASS-THROUGH ENTITY:
State of California
Employment Development Dept.
Central Office Workforce
Services Division
P.O.Box 826880, MIC 69
Sacramento, CA 94280-0001

SUBRECIPIENT: City of Long Beach dba Pacific Gateway
3447 ATLANTIC AVENUE
LONG BEACH, CA 90807

GOVERNMENTAL
ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the City of Long Beach dba Pacific Gateway, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- Rapid Response Layoff Aversion
- Rapid Response by Formula
- Dislocated Worker Rd 1
- Adult Formula RD 1

ALLOCATION(s)	PRIOR AMOUNT:	\$2,018,168.00
The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	INCREASE/DECREASE:	\$539,119.00
	TOTAL:	\$2,557,287.00


TERM OF AGREEMENT
From: 4/1/2016 To: 6/30/2018

Terms of Exhibits are as designated on each exhibit

PURPOSE: To add first round formula funds in grant codes 201, 501, 540 and 292.

APPROVED FOR PASS-THROUGH ENTITY (EDD)
(By Signature)

APPROVED FOR SUBRECIPIENT (By Signature)
Unilateral modification. Subrecipient Signature not required


Name and Title
JOSÉ LUIS MÁRQUEZ
CHIEF
CENTRAL OFFICE WORKFORCE SERVICES
DIVISION

Name and Title

I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein

This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance


Signature of EDD Accounting Officer


Signature of EDD Contract Officer

Budget Item: 7100 Fund: 0669 Budgetary Attachment: No
Chapter: Statute: FY: ****

SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

SUBGRANT NO:K7102038
MODIFICATION NO:1

City of Long Beach dba Pacific Gateway

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
WIA/WIOA 25% - Dislocated Worker Rapid Response				
96217 292 Rapid Response Layoff Aversion 07/01/2016 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$22,317.00	\$0.00	\$22,317.00
96217 540 Rapid Response by Formula 07/01/2016 to 06/30/2017 Prog/Element 61/70 Ref 001 Fed Catlg 17.278	\$0.00	\$78,791.00	\$0.00	\$78,791.00
Total WIA/WIOA 25% - Dislocated Worker Rapid Response	\$0.00	\$101,108.00	\$0.00	\$101,108.00
WIA/WIOA Formula				
96157 201 Adult Formula RD 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.258	\$0.00	\$235,112.00	\$0.00	\$235,112.00
96107 301 Youth Formula Rd 1 04/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$2,018,168.00	\$0.00	\$0.00	\$2,018,168.00
96207 501 Dislocated Worker Rd 1 07/01/2016 to 06/30/2018 Prog/Element 61/90 Ref 101 Fed Catlg 17.278	\$0.00	\$202,899.00	\$0.00	\$202,899.00
Total WIA/WIOA Formula	\$2,018,168.00	\$438,011.00	\$0.00	\$2,456,179.00
Grand Total:	\$2,018,168.00	\$539,119.00	\$0.00	\$2,557,287.00

NARRATIVE

SUBGRANT NO:K7102038
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach dba Pacific Gateway
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 7/22/2016
FUNDING SOURCE: Adult Formula RD 1 - 201

TERM OF THESE FUNDS: 07/01/2016 - 06/30/2018

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Adult Formula funds are being incorporated into the Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Adult Program. The funds in grant code 201 consist of 1st round funding and are available for expenditure from July 1, 2016 through June 30, 2018.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102038
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach dba Pacific Gateway
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 7/22/2016
FUNDING SOURCE: Dislocated Worker Rd 1 - 501

TERM OF THESE FUNDS: 07/01/2016 - 06/30/2018

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

Workforce Innovation and Opportunity Act (WIOA) Dislocated Worker Formula funds are being incorporated into the Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 501 consist of 1st round funding and are available for expenditures from July 1, 2016 through June 30, 2018.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102038
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach dba Pacific Gateway
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 7/22/2016
FUNDING SOURCE: Rapid Response by Formula - 540

TERM OF THESE FUNDS: 07/01/2016 - 06/30/2017

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

These Workforce Innovation and Opportunity Act (WIOA) 25 percent Rapid Response (RR) funds are being incorporated into your Program Year (PY) 2016-17 Subgrant Agreement to support the WIOA Dislocated Worker Program. The funds in grant code 540 consist of 1st round funding and are available for expenditures from July 1, 2016 to June 30, 2017. These "formula based" Rapid Response funds (see WSIN15-51) must be used for the cost of required and allowable Rapid Response activities in response to layoffs, business closures, and natural disasters.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

NARRATIVE

SUBGRANT NO:K7102038
MODIFICATION NO: 1

SUBRECIPIENT:City of Long Beach dba Pacific Gateway
FAIN NO: AA-28305-16-55-A-6
FEDERAL AWARD DATE: 7/22/2016
FUNDING SOURCE: Rapid Response Layoff Aversion - 292

TERM OF THESE FUNDS: 07/01/2016 - 06/30/2017

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

Layoff Aversion funds are being incorporated into the Program Year (PY) 2016-17 Subgrant Agreement to support the Layoff Aversion Program. These funds will support local areas through a high performing Rapid Response strategy, which will emphasize coordinated efforts to avert layoffs in the effort to save jobs. The term of these funds are from July 1, 2016 to June 30, 2017.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WICA (2015)

EXHIBIT B



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

City of Long Beach Request For Proposals Number EP17-051 For WORKFORCE DEVELOPMENT SERVICES / SUBJECT MATTER EXPERTS

Release Date:	02/14/2017
Questions Due to the City:	02/22/2017
Posting of the Q & A:	03/06/2017
Due Date:	03/14/2017

City Contact: Sokunthea Kol Buyer 562-570-6123

See Section 4 for instructions on submitting proposals.

Company Name Purple Reign Life Skills Center LLC Contact Person Sharon Cruse
Address 15603 Sandel Ave. City Gardena State CA Zip 90248
Telephone (310) 7188307 Fax (310) 668-7218 Federal Tax ID No. XXXXXXXXXX
E-mail: purplelady335@gmail.com

Prices contained in this proposal are subject to acceptance within 180 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date 3-13-17

Signed Sharon Cruse

Print Name & Title Sharon Cruse, Owner

Rev 2016 0919

Purple Reign Life Skills Center, LLC-Sample List of Available Training Subjects

Building Self Esteem
Business Etiquette
Communication Strategies
Conflict Resolution-Dealing with Difficult People
Creating a Dynamite Job Portfolio
Customer Services Training-Critical Elements
Getting Your Job Search Started
Mastering the Interview
Public speaking
Speak Easy-Conquering Your Fear of Speaking
Speaking Under Pressure
Time Management-Get Organized
Working Smarter

National Certifications
Customer Service and Sales Fundamentals-National Retail Federation
Serv-Safe-Food Safety
Guest Service Global Professional Designation
Food and Beverage Service
Tips and Teens
Loss Prevention

Other Skills Training
Imagine 21
Blue Print for Workplace Success
Blue Print for Customer Service
Preparing for a Phone Interview
Hotel Career Pathways
Getting Back to Work
Writing a Resume and Cover Letter
Managing Stress
Look Sharp

Purple Reign Life Skills Center, LLC-Sample List of Available Training Subjects

Building Self Esteem
Business Etiquette
Communication Strategies
Conflict Resolution-Dealing with Difficult People
Creating a Dynamite Job Portfolio
Customer Services Training-Critical Elements
Getting Your Job Search Started
Mastering the Interview
Public speaking
Speak Easy-Conquering Your Fear of Speaking
Speaking Under Pressure
Time Management-Get Organized
Working Smarter

National Certifications
Customer Service and Sales Fundamentals-National Retail Federation
Serv-Safe-Food Safety
Guest Service Global Professional Designation
Food and Beverage Service
Tips and Teens
Loss Prevention

Other Skills Training
Imagine 21
Blue Print for Workplace Success
Blue Print for Customer Service
Preparing for a Phone Interview
Hotel Career Pathways
Getting Back to Work
Writing a Resume and Cover Letter
Managing Stress
Look Sharp

19. Q: Does the proposer need to include the business license in the proposal?

A: No.

PREPARED BY: Sokunthea Kol, Buyer I

ACKNOWLEDGED BY: Purple Reign Life Skills Center/HCS
Company Name

Sharon Cluse
Print Name

Owner
Title

Sharon Cluse
Signature

3-13-17
Date



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Appendix B

COST PROPOSAL

COST PROPOSAL

Please provide rate per hour for each position. Cost information will be reviewed to determine that costs are reasonable and feasible for services proposed.

<i>Job Title/Function</i>	<i>Rate Per Hour</i>
1. Workshop Instructor/Facilitator	45.00
2.	
3.	
4.	
5.	



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Appendix A

NARRATIVE / TECHNICAL PROPOSAL

1. **Demonstrated Competence** - List all areas of subject matter expertise for which the agency is applying. Briefly describe agency's demonstrated competence in the areas for which the agency is applying. Include project management/tracking abilities, record-keeping capacity, existing internal process improvement, and capacity for handling corrective actions/findings, if needed.

Purple Reign Life Skills Center, LLC (PRLSC) has over twenty years of demonstrated competence in soft skills development and Pre-vocational services by facilitating work readiness and job training workshops (including but not limited to) mock interviews, resume development, job club facilitation and providing resources for career success. All records are promptly filed and retained for 12 months. Internal process improvements are monitored by surveys and corrective actions are quantified via performance reviews for participants.

2. **Experience in performance of comparable engagements** - Briefly describe relevant experience and background the vendor brings to Pacific Gateway's service delivery system. Describe information demonstrating the applicant is qualified to provide workforce development services for staffing and discuss prior experience. Describe any specific experience the applicant has delivering services in Pacific Gateway's service area or in similar PRLSC has over 20 years experience in group facilitation and/or training in corporate as well as the public sector and is qualified to provide workforce development services based on that experience. PRLSC has delivered services in Pacific Gateway's (PG) service area by partnering with Goodwill Southern Los Angeles County (Goodwill SOLAC) for over nine years delivering their Goodwill Works curriculum and incorporating life skills to achieve self-sufficiency. PRLSC, has worked directly with PG by training in the National Work Readiness Credential to participants at Youth Opportunity Center as well as other locations. We are currently working with LBUSD as sub contractor with Goodwill in the Long Beach Healthcare Career Preparatory Academy- Healthcare Program
3. **Expertise and availability of key personnel** - Describe staffing plan for the proposed category(ies), including a list of positions and qualifications of staff. Include resumes of key staff as part of your submission (refer to Section 9.1).

Staffing plan consists of two (3) Facilitators with combined years of experience over 40 years with varied degrees of education and skills. All staff are aware of expectations required to fulfill the requirements of this RFP.
(See Attached Resumes)

4. **Fiscal Stability** - Please describe effective financial systems currently in place to facilitate effective service delivery within Pacific Gateway's Career System. Effective systems include clearly defined mechanism for expenditure and cost allocation, reporting, and ability to submit invoices in a timely manner.

Please note: Fiscal Stability is to be provided in addition to and not to be confused with Financial Stability (reference Section 5.1 and 9.1).

Invoices for expenditure and costs allocation will be submitted via e-mail Invoice by the 5th day of the month and receipts for will supplied when applicable. Reporting will consist of Sign-In sheets, Project Reports outlining workshop details, date, time allocated and name of workshop.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 180 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Sharon Cruse 3-13-17
Authorized signature and date

SHARON CRUSE
Print Name & Title



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.***

Rev 12.11.13

Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, March 7, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

200710810163 PURPLE REIGN LIFE SKILLS CENTER LLC

Registration Date:	03/23/2007
Jurisdiction:	CALIFORNIA
Entity Type:	DOMESTIC
Status:	ACTIVE
Agent for Service of Process:	SHARON CRUSE CRUSE 15603 SANDEL AVENUE GARDENA CA 90248
Entity Address:	15603 SANDEL AVENUE GARDENA CA 90248
Entity Mailing Address:	PO BOX 2768 GARDENA CA 90248
LLC Management	Member Managed

A Statement of Information is due EVERY ODD-NUMBERED year beginning five months before and through the end of March.

Document Type	⇕ File Date	⇕ PDF
SI-COMPLETE	12/19/2016	
SI-COMPLETE	07/18/2007	

* Indicates the information is not contained in the California Secretary of State's database.

Note: If the agent for service of process is a corporation, the address of the agent may be requested by ordering a status report.

- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image of a Statement of Information is not available online, for information on ordering a copy of that statement refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search, such as a filing that is not a Statement of Information or filings for other types of business entities, or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#) [New Search](#) [Back to Search Results](#)

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Sharon A Cruse Title: Owner/Instructor

Signature: Sharon Cruse Date: 3/13/2017

Business Entity Name: Purple Reign Life Skills Center, LLC

**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Purple Reign Life Skills Ctr LLC Federal Tax ID No. [REDACTED]
Address: 115603 Sandel Ave
City: Gardena State CA ZIP: 90248
Contact Person: Sharon Chase Telephone: (213) 718-8307
Email: purple.lady335@gmail.com Fax: _____

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or



CITY OF LONG BEACH

Department of Financial Management Business Services Bureau

333 West Ocean Blvd., 7th Floor, Long Beach, CA 90802 (562) 570-6200 Fax (562) 570-5099 sbe@longbeach.gov

Certified Small Business Enterprise

Vendor Account Number: 499884

SHARON CRUSE

PURPLE REIGN LIFE SKILLS CENTER LLC

15603 SANDEL AVENUE

GARDENA, CA 90248

Thank you for submitting your Vendor Application seeking Small Business Enterprise recognition. Per our evaluation of the information you provided in your application and the North American Industry Classification System codes you identified, your status as a Small Business Enterprise (SBE) has been approved. This certification is recognized by the following organizations:

City of Long Beach

City of Long Beach is pleased to issue this SBE Certificate subject to the terms and conditions identified below:

NAICS code(s) for which SBE status is recognized: 611430 SBE Certificate Effective Date: 02/24/17 SBE Certificate Expiration Date: 02/24/20
--

Work Performed by your firm that falls within the above-mentioned NAICS code(s) will be counted as SBE participation for work performed on contracts procured by the above agencies.

The agencies reserve the right to withdraw this certification if at any time it is determined that certification was knowingly obtained by false, misleading or incorrect information and reserve the right to audit all statements. If any firm attempts to falsify or misrepresent information to obtain certification, the firm may be disqualified from participation in any contracts for a period of up to five years.

SBE Certification is valid for a period of three (3) years. To maintain SBE status, firms must update their existing SBE Vendor Application on or before the expiration date mentioned above. All information is subject to verification.

If there are any changes in your status that may impact your certification, you are required to update your account information online. A copy of your information can be viewed by logging into City of Long Beach Vendor Portal, click on Vendor Profile, and visiting the Small Business Certification tab.

Sincerely,
Acting Purchasing & Business Services Manager

333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802; (562) 570-6200 Fax (562) 570-5099



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

[Contractor = Subject Matter Experts

INDEMNIFICATION: Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the work under this Agreement and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

INSURANCE. As a condition precedent to the effectiveness of this Agreement, Contractor shall procure and maintain at Contractor's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the **City of Long Beach, and their officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If the subject matter expert may be working with minors or other vulnerable groups at any time during this Agreement, this insurance shall include coverage for insureds accused of participating in a physical abuse, sexual misconduct or sexual molestation.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of sub rogation against the **City of Long Beach, and their officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 0)1 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering owned, non-owned, and hired automobiles



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

- (d) As applicable to the discipline of the subject matter expert, professional liability or errors and omissions liability insurance in an amount not less than One Million Dollars (\$1,000,000) per claim and in aggregate covering the services provided pursuant to this Agreement.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the **City of Long Beach, and their officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Agreement shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.

By submitting a signature below, Bidder agrees that insurance requirements can be provided as requested.

Printed Name: Sharon Cruse Title: Owner
Signature: Sharon Cruse Date: 3-13-17

9. Company Background

9.1 Primary Contractor Information

- Purple Reign Life Skills Center, LLC (PRLSC) is a company that was registered in the state of California on March 23, 2007.
- Services are portable (performed at client's designated location(s), therefore there is no brick and mortar office location. Home based office business.
- There are no full or part time employees so none residing in Long Beach
- Location from which employees will be assigned-N/A
- Point of contact is Sharon Cruse, 15603 Sandel Avenue Gardena, Ca 90248 or P O Box 2768 Gardena, Ca 90247. Phone number is (213) 718-8307.
- Company background/history why Contractor is qualified
PRLSC began as a result of witnessing the lack of preparation for employment by various individuals. Based on the varied experiences, positions held and working with those with barriers to employment, PRLSC was founded. PRLSC has proven it is qualified to provide services described in this RFP via experiences, training and education.
- PRLSC has been providing services described in the RFP since 2005. While operating an allied health training and employment agency, life skills and Job Club training were part of the curriculum developed for that agency. Private sector training services are provided as employee development/continuous improvement workshops with other organizations. In the public sector, job training was conducted while employed as a Career Development Program Specialist for LACOE.
- Resumes for Sharon Cruse and Kiana Shaw are attached.
- Financial Stability (see attached Income Taxes)

9.3 References: Primary Contractor

Goodwill Southern Los Angeles County (SOLAC)

Description: "Goodwill Works" Work Readiness Training for Certified Nurse Assistant and Medical Billing and Coder Programs; Long Beach Career Preparatory Academy-Health Care

Dates: 2008-Present

Staff: Sharon Cruse, Young Choi and Kiana Shaw.

Project Manager: Ben Espitia, Director, Workforce Development (562) 435-3411x224

Email: bespitia@goodwillsolac.org

Soledad Enrichment Action

Description: Life Skills workshops for disadvantaged youth with barriers to employment.

Dates: 2013-Present

Staff: Sharon Cruse

Project Manager: LaKeya Johnson, M.A., Regional Program Manager (213) 445-8601

Email: ljohnson@seacharter.net

Peak Performance Training Centers, Inc

Description: Employee Development Workshops

Dates: 2013-Present

Staff: Sharon Cruse

Project Manager: Karen Williams, Director (310) 673-7782

Email: karen@pptcenter.com

9.2

Subcontractor Information

9.2.1 Does this proposal include the use of a subcontractor?

Yes ___ No ___ Initials ___

9.2.1.1. Specific Contractor is Hines Hospitality Group(HHG) whose expertise fits the RFP for Skills Development along with Certifications for Task and Services

9.2.1.2

- Hines Hospitality Group (HHG) is Sole Proprietor owned.
- HHG location is: 200 E. Anaheim Unit 606 Long Beach, Ca 90813
- Long Beach location is the office servicing the account
- HHG only has one employee and that person resides in Long Beach
- Long Beach is the location from which the employee will be assigned
- Point of Contact for HHG is: Carolyn Christian Hines, (562) 200-3693, hineshospitalitygroup@gmail.com
- In existence since 1982, HHG has and continues to work with government entities, county and private sector organizations in providing workforce development skills training and recruitment to youth and adults.
- Owner/Facilitator Carolyn Hines has extensive experience in Organizational and Career Development as well as teaching in various workforce development subjects. (See resume)
- Financial Stability-Start-Up

9.2.1.3 Sub Contractor References

Client Name: Sullivan International, Inc.
Project Description: Business Development
Project Dates: 4/2002-Present
Staff assigned for this RFP: Carolyn Hines
Client Project Manager: Barbara Sullivan, (562) 590-0512
sullivanba@aol.com

Client Name: South Bay Workforce Investment Board
Project Description: Workforce Training
Project Dates: 6/2004-Present
Staff assigned for this RFP: Carolyn Hines
Client Project Manager: Robert Chavez, (310) 680-3700

Client Name: Los Angeles Urban League
Project Description: Instructor-Customer Service, Retail
Project Dates: 5/2007-7/20012
Staff Assigned for this RFP: Carolyn Hines
Client Project Manager: Joyce Coleman Ashley (323) 292-8111

9.2.1.4 **Plan for payment: The Sub Contractor will receive payment within 10 days from the date that Contractor receives payment from the City of Long Beach and the City will received confirmation of payment directly from Sub Contractor.**

9.2.1.5 **Contractor will insist that proof of insurance has been put in place by Sub Contractor prior to beginning of any project.**

**Sharon Cruse
(213) 718-8307
Gardena, California 90248
E-Mail: purplelady335@gmail.com**

Purpose: Contribute to a better “quality of life” for underserved and other at-risk individuals through personal, career and other life management skills training.

QUALIFICATIONS

**Dynamic personality
Dedication and drive as a hard-working individual
Ability to manage multiple tasks in a pressured environment
Developed and administered job skills curriculum
Planned and conducted group activities: filling out job applications, dress for success instruction, mock interviews (group and one on one),
Excellent verbal and written communication skills
Instructor in Life Skills
National Work Readiness Credential Instructor and Proctor**

EMPLOYMENT HISTORY

CEO/Owner/Chief Encouragement Officer May 2007-Present
Purple Reign Life Skills Center, LLC
Develop relationships with various organizations and facilitate training and discussions relative to their curriculum. Encourage through personal experiences and empowering participants through life’s experiences

Career Development Program Specialist March 2010-May 2011
Los Angeles County Office of Education
Acted as liaison between agencies to procure job placements for participants. Facilitator of Job Club workshops. Prepared reports according to company guidelines.

Case Manager/Job Skills Instructor March 2007-May 15, 2007
Soledad Enrichment Action
Worked with at-risk youth who were referred via the Probation Department, and administered job skills instruction (hygiene, dress, mock interviews, job applications and interviews). Wrote assignment sheets for each student, insuring work was completed. Escorted students to facilities for skills evaluation.

**Operations Executive
Ladera Career Paths, Inc.**

June 2005 to September 2006

**Developed curriculum for and taught the Job Club/Life Skills class to graduating students
Responsible for day-to-day operations of the education and training facility as well as the temporary employment agency.**

EDUCATION

**University of Phoenix
Management**

Bachelor of Science, Business

**Cal State Univ. Dominguez Hills
Certifications:**

**Teaching High School Students
Teaching Adult Learners**

**Los Angeles County Office of Education
Certification:**

Principles of Adult/Vocational Instruction

South Bay Workforce Investment Board

Blueprint for Workplace Success

Kiana Shaw

906 N. Victor Ave #4,
Inglewood, CA 90302

213-324-3931
KianaRShaw@gmail.com

PROFESSIONAL CONSULTANT:

Expert in Business Management - I am an innovative and results driven leader focused on achieving excellent results in highly competitive environments that demand constant growth. I am experienced in driving product, process and customer service improvements, all while cultivating internal and external customer relationships and developing partnerships with executive and support staff.

PROFESSIONAL STRENGTHS:

Partnership Development	Productivity Improvement	Quality Management
Community Relations	Executive Development	Workshop and event Hosting
Entrepreneurial Leadership	Customer Relations	Curriculum Development
Executive Support	Strategic Partnerships	Personal Development
Process Optimization	Project Management	Leadership Development

PROFESSIONAL EDUCATION:

Certified Breakthrough Parenting Instructor ♦ Certified Master Personal Development Coach ♦ Public Policy Development through LAAAWPPI ♦ Certified Business Coach through CCS ♦ University of Phoenix - Major: Business Management (Degree in progress)

PROFESSIONAL ACHIEVEMENTS:

<u>Purple Reign Life Skills Center</u> Facilitator	5/2015 - Present
<u>LeadHERship Academy, LLC.</u> Chief Executive Officer	12/2013 - Present
<u>Village of Truth, Inc.</u> Executive Director	7/2008 – Present
<u>Boys 2 Men Group Home</u> Assistant Director	10/2003 – 1/2009
<u>Bobit Publishing</u> Executive Assistant	1997 – 2004

REFERENCES: Available upon request.

Carolyn Christian Hines

Professional Profile

Career Development

- Providing education and training services to clients
- Developmental implementation of policies and programs for tomorrow's workforce
- Capacity building efforts that provide services that seek retention of a diverse workforce.

Organizational Development

- Developed policies utilizing industry best practices for my clients' organizations
- Performance management that improve organizational objective via performance evaluation techniques
- Coordination of required training activities which comply with federal and state regulations

Teaching Experience

- UCLA/ Labor Occupational Safety Program; Work Readiness and Life Skills Instructor
- Los Angeles Community College District, Workforce Development, Adjunct Faculty
- American Business College, Dept of Rehabilitation, Hospitality Management Instructor

Corporate Training and Professional Development

- LAZBEN (Chrystal Park Hotel and Casino, Food and Beverage Manager
- Hyatt, Sheraton and Hilton Hotels
- Development Disability Management Services, Inc.

Employment History

9/1982-Present	Visionary/Strategist	Hines Hospitality Group
4/2002-Present	Business Development	Sullivan International Inc.
5/2006-7/2009	Job Developer	Los Angeles Urban League
2/2006-7/2006	Job Developer/Case Manager	LA County Probation (Soledad Enrichment Action

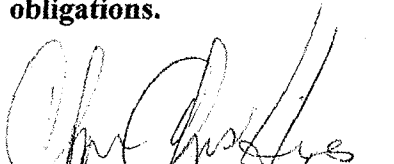
Education

Community College Training	Certificate	Cal State University Dominguez Hills
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References

References are available on request.

I, Carolyn Christian Hines, acknowledge that I received and read a copy of RFP No. EP17-051, Workforce Development Services, and agree to abide by the awarded Contractor's obligations.



Carolyn Christian Hines

March 13, 2017



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	Sharon A Cruse		
DBA Name (same as line 2 on W9):	Purple Reign Life Skills Center, LLC		
Federal Tax ID Number (or SSN):	██████████	required (this number is a fed tax ID):	<small>leave blank if not applicable</small> <input checked="" type="radio"/> SSN: <input type="radio"/>
Web Address:			
 Purchase Order Address: 15603 Sandel Avenue			
	Attn: Sharon A Cruse		
	City: Gardena		
	State: California	Zip Code: 90248	
Contact Name:	Sharon A Cruse		
Email:	purplelady335@gmail.com		
Phone Number:	213 718-8307		
Fax:	310 668-7218		
Toll Free:			
	<small>If 'remit to' address is the same as the purchase order address, put SAME in first box only</small>		
'Remit to' Address:	SAME		
Attn:			
City:			
State:	Zip Code:		
Contact Name:			
Email:			
Phone Number:			
Fax:			
Toll Free:			
 Type of Ownership:			
Individual <input type="radio"/>	Partnership <input type="radio"/>	Corporation <input type="radio"/>	LLC <input checked="" type="radio"/>
Nonprofit <input type="radio"/>	Government <input type="radio"/>		
 Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)			
MBE <input checked="" type="checkbox"/>	WBE <input checked="" type="checkbox"/>	Local <input checked="" type="checkbox"/>	DBE <input type="checkbox"/>
Certified SBE <input checked="" type="checkbox"/>	Certified Micro <input type="checkbox"/>		
<small>State certification number:</small>			

____ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 13th day of March, 2017, at Gardena, CA

Name Sharon Cruse Signature Sharon Cruse

Title Owner Federal Tax ID No. [REDACTED]



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Form **W-9**
 (Rev. December 2014)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sharon Cruse

2 Business name/disregarded entity name, if different from above
Purple Reign Life Skills Center, LLC

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C, S, partnership) ▶
 Other (see instructions) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member member.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Please do not enter information outside the W-9)

5 Address (number, street, and apt. or suite no.)
15603 Sandel Avenue

6 City, state, and ZIP code
Gardena, California 90248

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

 or
 Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Sharon Cruse* Date ▶ **3/13/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/irb.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third-party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-I (divisor)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Purple Reign Life Skills Center LLC
 Business/Contractor/Agency

Shaun Cruse
 Name of Authorized Representative

Owner
 Title of Authorized Representative

Shaun Cruse
 Signature of Authorized Representative

3-17-17
 Date

r20141001

**SCHEDULE C
(Form 1040)**

Profit or Loss From Business

(Sole Proprietorship)

OMB No. 1545-0074

2015

Attachment Sequence No. **09**

Department of the Treasury
Internal Revenue Service (99)

▶ **Information about Schedule C and its separate instructions is at www.irs.gov/schedulec.**
▶ **Attach to Form 1040, 1040NR, or 1041; partnerships generally must file Form 1065.**

Name of proprietor SHARON A CRUSE		Social security number (SSN) XXX-XX-XXXX
A Principal business or profession, including product or service (see instructions) CONSULTANT		B Enter code from instructions ▶ 812990
C Business name. If no separate business name, leave blank. PURPLE REIGN LIFE SKILLS CENTER LLC		D Employer ID number (EIN), (see instr.) [REDACTED]
E Business address (including suite or room no.) ▶ P O BOX 2768 City, town or post office, state, and ZIP code GARDENA CA 90247		
F Accounting method: (1) <input checked="" type="checkbox"/> Cash (2) <input type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ▶		
G Did you "materially participate" in the operation of this business during 2015? If "No," see instructions for limit on losses		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
H If you started or acquired this business during 2015, check here		<input type="checkbox"/> Yes <input type="checkbox"/> No
I Did you make any payments in 2015 that would require you to file Form(s) 1099? (see instructions)		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J If "Yes," did you or will you file required Forms 1099?		<input type="checkbox"/> Yes <input type="checkbox"/> No

Part I Income

1 Gross receipts or sales. See instructions for line 1 and check the box if this income was reported to you on Form W-2 and the "Statutory employee" box on that form was checked	▶ <input type="checkbox"/>	1	29,850
2 Returns and allowances		2	0
3 Subtract line 2 from line 1		3	29,850
4 Cost of goods sold (from line 42)		4	
5 Gross profit. Subtract line 4 from line 3		5	29,850
6 Other income, including federal and state gasoline or fuel tax credit or refund (see instructions)		6	
7 Gross income. Add lines 5 and 6		7	29,850

Part II Expenses. Enter expenses for business use of your home **only** on line 30.

8 Advertising	8		18 Office expense (see instructions)	18	1,897
9 Car and truck expenses (see instructions)	9	4,370	19 Pension and profit-sharing plans	19	
10 Commissions and fees	10		20 Rent or lease (see instructions):	20a	
11 Contract labor (see instructions)	11		a Vehicles, machinery, and equipment	20b	
12 Depletion	12		b Other business property	21	90
13 Depreciation and section 179 expense deduction (not included in Part III) (see instructions)	13		21 Repairs and maintenance	22	591
14 Employee benefit programs (other than on line 19)	14		22 Supplies (not included in Part III)	23	1,029
15 Insurance (other than health)	15	736	23 Taxes and licenses	24	
16 Interest:			24 Travel, meals, and entertainment:	24a	
a Mortgage (paid to banks, etc.)	16a		a Travel	24b	1,605
b Other	16b		b Deductible meals and entertainment (see instructions)	25	
17 Legal and professional services	17	200	25 Utilities	26	
			26 Wages (less employment credits)	27a	11,144
			27 a Other expenses (from line 48)	27b	
			b Reserved for future use	28	21,662
28 Total expenses before expenses for business use of home. Add lines 8 through 27a			29 Tentative profit or (loss). Subtract line 28 from line 7	29	8,188
29 Tentative profit or (loss). Subtract line 28 from line 7			30 Expenses for business use of your home. Do not report these expenses elsewhere. Attach Form 8829 unless using the simplified method (see instructions). Simplified method filers only: enter the total square footage of: (a) your home: _____ and (b) the part of your home used for business: _____. Use the Simplified Method Worksheet in the instructions to figure the amount to enter on line 30	30	8,188
31 Net profit or (loss). Subtract line 30 from line 29. • If a profit, enter on both Form 1040, line 12 (or Form 1040NR, line 13) and on Schedule SE, line 2 . (If you checked the box on line 1, see instructions). Estates and trusts, enter on Form 1041, line 3 . • If a loss, you must go to line 32.				31	0
32 If you have a loss, check the box that describes your investment in this activity (see instructions). • If you checked 32a, enter the loss on both Form 1040, line 12 , (or Form 1040NR, line 13) and on Schedule SE, line 2 . (If you checked the box on line 1, see the line 31 instructions). Estates and trusts, enter on Form 1041, line 3 . • If you checked 32b, you must attach Form 6198 . Your loss may be limited.				32a <input checked="" type="checkbox"/> All investment is at risk. 32b <input type="checkbox"/> Some investment is not at risk.	

For Paperwork Reduction Act Notice, see the separate instructions.

Schedule C (Form 1040) 2015

Name(s) SHARON A CRUSE SSN XXX-XX-XXXX

Part III Cost of Goods Sold (see instructions)

33 Method(s) used to value closing inventory: a Cost b Lower of cost or market c Other (attach explanation)

34 Was there any change in determining quantities, costs, or valuations between opening and closing inventory? If "Yes," attach explanation Yes No

35 Inventory at beginning of year. If different from last year's closing inventory, attach explanation	35
36 Purchases less cost of items withdrawn for personal use	36
37 Cost of labor. Do not include any amounts paid to yourself	37
38 Materials and supplies	38
39 Other costs	39
40 Add lines 35 through 39	40
41 Inventory at end of year	41
42 Cost of goods sold. Subtract line 41 from line 40. Enter the result here and on line 4	42

Part IV Information on Your Vehicle. Complete this part only if you are claiming car or truck expenses on line 9 and are not required to file Form 4562 for this business. See the instructions for line 13 to find out if you must file Form 4562.

43 When did you place your vehicle in service for business purposes? (month, day, year) 01-01-2015

44 Of the total number of miles you drove your vehicle during 2015, enter the number of miles you used your vehicle for:
 a Business 7,600 b Commuting (see instructions) c Other 7,600

45 Was your vehicle available for personal use during off-duty hours? Yes No

46 Do you (or your spouse) have another vehicle available for personal use? Yes No

47 a Do you have evidence to support your deduction? Yes No
 b If "Yes," is the evidence written? Yes No

Part V Other Expenses. List below business expenses not included on lines 8-26 or line 30.

PO BOX	74
BANK CHARGES	321
HONORARIUM EXPENSES	500
INTERNET WEBSITE	1,680
OUTSIDE SERVICES	7,109
TELEPHONE	1,440
FILING FEES	20
48 Total other expenses. Enter here and on line 27a	48 11,144

Expenses for Business Use of Your Home

▶ **File only with Schedule C (Form 1040). Use a separate Form 8829 for each home you used for business during the year.**

2015

Department of the Treasury
Internal Revenue Service (99) ▶ **Information about Form 8829 and its separate instructions is at www.irs.gov/form8829.**

Attachment
Sequence number **176**

Name(s) of proprietor(s)

Your social security number

SHARON A CRUSE

XXX-XX-XXXX

Part I Part of Your Home Used for Business

1 Area used regularly and exclusively for business, regularly for daycare, or for storage of inventory or product samples (see instructions)	1	497
2 Total area of home	2	1,241
3 Divide line 1 by line 2. Enter the result as a percentage	3	40.05%
For daycare facilities not used exclusively for business, go to line 4. All others, go to line 7.		
4 Multiply days used for daycare during year by hours used per day	4	hr.
5 Total hours available for use during the year (365 days x 24 hours) (see instructions)	5	hr.
6 Divide line 4 by line 5. Enter the result as a decimal amount	6	
7 Business percentage. For daycare facilities not used exclusively for business, multiply line 6 by line 3 (enter the result as a percentage). All others, enter the amount from line 3 ▶	7	40.05%

Part II Figure Your Allowable Deduction

8 Enter the amount from Schedule C, line 29, plus any gain derived from the business use of your home, minus any loss from the trade or business not derived from the business use of your home (see instructions) See instructions for columns (a) and (b) before completing lines 9-21.	8	8,188
	(a) Direct expenses	(b) Indirect expenses
9 Casualty losses (see instructions)	9	
10 Deductible mortgage interest (see instructions)	10	12,995
11 Real estate taxes (see instructions)	11	1,227
12 Add lines 9, 10, and 11	12	14,222
13 Multiply line 12, column (b) by line 7	13	5,696
14 Add line 12, column (a) and line 13	14	5,696
15 Subtract line 14 from line 8. If zero or less, enter -0-	15	2,492
16 Excess mortgage interest (see instructions)	16	
17 Insurance	17	1,310
18 Rent	18	
19 Repairs and maintenance	19	1,862
20 Utilities	20	7,260
21 Other expenses (see instructions)	21	
22 Add lines 16 through 21	22	10,432
23 Multiply line 22, column (b) by line 7	23	4,178
24 Carryover of prior year operating expenses (see instructions)	24	
25 Add line 22, column (a), line 23, and line 24	25	4,178
26 Allowable operating expenses. Enter the smaller of line 15 or line 25	26	2,492
27 Limit on excess casualty losses and depreciation. Subtract line 26 from line 15	27	
28 Excess casualty losses (see instructions)	28	
29 Depreciation of your home from line 41 below	29	
30 Carryover of prior year excess casualty losses and depreciation (see instructions)	30	
31 Add lines 28 through 30	31	
32 Allowable excess casualty losses and depreciation. Enter the smaller of line 27 or line 31	32	
33 Add lines 14, 26, and 32	33	8,188
34 Casualty loss portion, if any, from lines 14 and 32. Carry amount to Form 4684 (see instructions)	34	
35 Allowable expenses for business use of your home. Subtract line 34 from line 33. Enter here and on Schedule C, line 30. If your home was used for more than one business, see instructions ▶	35	8,188

Part III Depreciation of Your Home

36 Enter the smaller of your home's adjusted basis or its fair market value (see instructions)	36	
37 Value of land included on line 36	37	
38 Basis of building. Subtract line 37 from line 36	38	
39 Business basis of building. Multiply line 38 by line 7	39	
40 Depreciation percentage (see instructions)	40	%
41 Depreciation allowable (see instructions). Multiply line 39 by line 40. Enter here and on line 29 above	41	

Part IV Carryover of Unallowed Expenses to 2016

42 Operating expenses. Subtract line 26 from line 25. If less than zero, enter -0-	42	1,686
43 Excess casualty losses and depreciation. Subtract line 32 from line 31. If less than zero, enter -0-	43	

For Paperwork Reduction Act Notice, see your tax return instructions.

Sales of Business Property
(Also Involuntary Conversions and Recapture Amounts
Under Sections 179 and 280F(b)(2))

Department of the Treasury
Internal Revenue Service

Information about Form 4797 and its separate instructions is at www.irs.gov/form4797.

Name(s) shown on return

SHARON A CRUSE

Identifying number

XXX-XX-XXXX

1 Enter the gross proceeds from sales or exchanges reported to you for 2015 on Form(s) 1099-B or 1099-S (or substitute statement) that you are including on line 2, 10, or 20 (see instructions)

Part I Sales or Exchanges of Property Used in a Trade or Business and Involuntary Conversions From Other Than Casualty or Theft - Most Property Held More Than 1 Year (see instructions)

Table with 7 columns: (a) Description of property, (b) Date acquired, (c) Date sold, (d) Gross sales price, (e) Depreciation allowed or allowable since acquisition, (f) Cost or other basis, plus improvements and expense of sale, (g) Gain or (loss) Subtract (f) from the sum of (d) and (e)

- 3 Gain, if any, from Form 4684, line 39
4 Section 1231 gain from installment sales from Form 6252, line 26 or 37
5 Section 1231 gain or (loss) from like-kind exchanges from Form 8824
6 Gain, if any, from line 32, from other than casualty or theft
7 Combine lines 2 through 6. Enter the gain or (loss) here and on the appropriate line as follows:

Partnerships (except electing large partnerships) and S corporations. Report the gain or (loss) following the instructions for Form 1065, Schedule K, line 10, or Form 1120S, Schedule K, line 9. Skip lines 8, 9, 11, and 12 below.

Individuals, partners, S corporation shareholders, and all others. If line 7 is zero or a loss, enter the amount from line 7 on line 11 below and skip lines 8 and 9. If line 7 is a gain and you did not have any prior year section 1231 losses, or they were recaptured in an earlier year, enter the gain from line 7 as a long-term capital gain on the Schedule D filed with your return and skip lines 8, 9, 11, and 12 below.

- 8 Nonrecaptured net section 1231 losses from prior years (see instructions)
9 Subtract line 8 from line 7. If zero or less, enter -0-. If line 9 is zero, enter the gain from line 7 on line 12 below. If line 9 is more than zero, enter the amount from line 8 on line 12 below and enter the gain from line 9 as a long-term capital gain on the Schedule D filed with your return (see instructions)

Part II Ordinary Gains and Losses (see instructions)

10 Ordinary gains and losses not included on lines 11 through 16 (include property held 1 year or less):

Table with 7 columns: (a) Description of property, (b) Date acquired, (c) Date sold, (d) Gross sales price, (e) Depreciation allowed or allowable since acquisition, (f) Cost or other basis, plus improvements and expense of sale, (g) Gain or (loss) Subtract (f) from the sum of (d) and (e)

- 11 Loss, if any, from line 7
12 Gain, if any, from line 7 or amount from line 8, if applicable
13 Gain, if any, from line 31
14 Net gain or (loss) from Form 4684, lines 31 and 38a
15 Ordinary gain from installment sales from Form 6252, line 25 or 36
16 Ordinary gain or (loss) from like-kind exchanges from Form 8824
17 Combine lines 10 through 16

18 For all except individual returns, enter the amount from line 17 on the appropriate line of your return and skip lines a and b below. For individual returns, complete lines a and b below:

a If the loss on line 11 includes a loss from Form 4684, line 35, column (b)(ii), enter that part of the loss here. Enter the part of the loss from income-producing property on Schedule A (Form 1040), line 28, and the part of the loss from property used as an employee on Schedule A (Form 1040), line 23. Identify as from "Form 4797, line 18a." See instructions

b Redetermine the gain or (loss) on line 17 excluding the loss, if any, on line 18a. Enter here and on Form 1040, line 14

For Paperwork Reduction Act Notice, see separate instructions.

2015

Limited Liability Company
Return of Income

568

200710810163 PURP [REDACTED] 15 PBA 812990
TYB 01-01-2015 TYE 12-31-2015
PURPLE REIGN LIFE SKILLS CENTER LLC

P O BOX 2768
GARDENA CA 90247

ACCTMETHOD 1 ASSETS 0.
INITIAL 0 FINAL 0 AMENDED 0

- J (1) During this taxable year, did another person or legal entity acquire control or majority ownership (more than a 50% interest) of this LLC or any legal entity in which the LLC holds a controlling or majority interest that owned California real property (i.e., land, buildings), leased such property for a term of 35 years or more, or leased such property from a government agency for any term?
(2) During this taxable year, did this LLC acquire control or majority ownership (more than a 50% interest) in another legal entity that owned California real property (i.e., land, buildings), leased such property for a term of 35 years or more, or leased such property from a government agency for any term?
(3) During this taxable year, has more than 50% of the LLC's ownership interests cumulatively transferred in one or more transactions after an interest in California real property (i.e., land, buildings) was transferred to it that was excluded from property tax reassessment under Revenue and Taxation Code Section 62(a)(2) and it was not reported on a previous year's tax return?
(Yes requires filing of statement, penalties may apply - see instructions.)

Table with 12 rows and 3 columns: Description, Amount, and Whole dollars only. Includes items like Total income from Schedule IW, Limited Liability Company fee, 2015 annual Limited Liability Company tax, Total tax and fee, Amount paid with form FTB 3537, Overpayment from prior year, Withholding, Total payments, Use Tax, Payments balance, and Use Tax balance.

Enclose, but do not staple, any payment.

Whole dollars only

13	Tax and fee due. If line 5 is more than line 11, subtract line 11 from line 5	13	800	00
14	Overpayment. If line 11 is more than line 5, subtract line 5 from line 11	14		00
15	Amount of line 14 to be credited to 2016 tax or fee	15		00
16	Refund. If the total of line 15 is less than line 14, subtract the total from line 14.	16	0	00
17	Penalties and interest. See instructions	17		00
18	Total amount due. Add line 12, line 13, line 15, and line 17, then subtract line 14 from the result.	18	800	00

K Enter the maximum number of members in the LLC at any time during the year. For multiple member LLCs, attach a California Schedule K-1 (568) for each of these members

L Is this LLC an investment partnership? See General Information 0 Yes No

M (1) Is this LLC apportioning or allocating income to California using Schedule R? Yes No

(2) If "No," was this LLC registered in California without earning any income sourced in this state during the taxable year? Yes No

N Was there a distribution of property or a transfer (for example, by sale or death) of an LLC interest during the taxable year? Yes No

P (1) Does the LLC have any foreign (non-U.S.) nonresident members? Yes No

(2) Does the LLC have any domestic (non-foreign) nonresident members? Yes No

(3) Were Form 592, Form 592-A, Form 592-B, and Form 592-F filed for these members? Yes No

Q Are any members in this LLC also LLCs or partnerships? Yes No

R Is this LLC under audit by the IRS or has it been audited in a prior year? Yes No

S Is this LLC a member or partner in another multiple member LLC or partnership? Yes No
If "Yes," complete Schedule EO, Part I.

T Is this LLC a publicly traded partnership as defined in IRC Section 469(k)(2)? Yes No

U (1) Is this LLC a business entity disregarded for tax purposes? Yes No

(2) If "Yes," see instructions and complete Side 1, Side 2, Side 3, Schedule B, Side 5, and Side 7, if applicable. Are there credits or credit carryovers attributable to the disregarded entity? Yes No

(3) If "Yes" to U(1), does the disregarded entity have total income derived from or attributable to California that is less than the LLC's total income from all sources? Yes No

V Has the LLC included a Reportable Transaction, or Listed Transaction within this return? (See instructions for definitions). If "Yes," complete and attach federal Form 8886 for each transaction Yes No

W Did this LLC file the Federal Schedule M-3 (federal Form 1065)? Yes No

X Is this LLC a direct owner of any entity that filed a federal Schedule M-3? Yes No

Y Does the LLC have a beneficial interest in a trust or is it a grantor of a Trust? Yes No
If "Yes," attach schedule of trusts and federal identification numbers.

Z Does this LLC own an interest in a business entity disregarded for tax purposes? Yes No
If "Yes," complete Schedule EO, Part II.

(continued on Side 3)

(continued from Side 2)

AA Is any member of the LLC related (as defined in IRC Section 267(c)(4)) to any other member of the LLC? Yes No

BB Is any member of the LLC a trust for the benefit of any person related (as defined in IRC Section 267(c)(4)) to any other member? Yes No

CC (1) Is the LLC deferring any income from the disposition of assets? (see instructions) Yes No
(2) If "Yes," enter the year of asset disposition:

DD Is the LLC reporting previously deferred Income from:
 (see instructions) Installment Sale • IRC §1031 • IRC §1033 • Other

EE (1) Did this LLC generate a New Employment Credit? Yes No
(2) If "Yes," enter the generated amount 00

FF "Doing business as" name. See instructions: _____

GG (1) Has this LLC operated as another entity type such as a corporation, S corporation, General Partnership, Limited Partnership, or Sole Proprietorship in the previous five (5) years? Yes No
(2) If "Yes", provide prior FEIN(s) if different, business name(s), and entity type(s) for prior returns filed with the FTB and/or IRS (see instructions): _____

HH (1) Has this LLC previously operated outside California? Yes No
(2) Is this the first year of doing business in California? Yes No

Single Member LLC Information and Consent - Complete only if the LLC is disregarded. • Federal TIN/SSN

Sole Owner's name (as shown on owner's return) FOR DETAILED INFORMATION - SEE FORM CASMLLC **PURPLE REIGN LIFE SKILLS CENTER LLC** • XXX-XX-XXXX
 P O BOX 2768; GARDENA, CA 90247 FEIN/CA Corp no./CA SOS File no.

Street Address, City, State, and ZIP Code
 Member's Consent Statement: I consent to the jurisdiction of the State of California to tax my LLC income and agree to file returns and pay tax as may be required by the Franchise Tax Board.
 Signature Date 2015-10-01 SOLE MEMBER/OWN
 • Return filed with the FTB by the Owner
 (1) Form 540 (5) Form 541
 (2) Form 100 (6) Form 100S
 (3) Form 565 (7) Form 568
 (4) Other

Sign Here	Signature of authorized member or manager		Date	Telephone
	Authorized member or manager's email address (optional)			
Paid Preparer's Use Only	Paid preparer's signature	Date	Check if self-employed <input type="checkbox"/>	PTIN
	Firm's name (or yours, if self-employed) and address			FEIN
	MJS & ASSOCIATES 2067 W FLORENCE AVE Los Angeles, CA 90047			• XXXXXXXXXX • 27-1202375 • 323-758-7816
May the FTB discuss this return with the preparer shown above (see instructions)?				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Schedule A Cost of Goods Sold

1	Inventory at beginning of year	1		00
2	Purchases less cost of items withdrawn for personal use	2		00
3	Cost of labor	3		00
4	Additional IRC Section 263A costs. Attach schedule	4		00
5	Other costs. Attach schedule	5		00
6	Total. Add line 1 through line 5	6		00
7	Inventory at end of year	7		00
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on Schedule B, line 2	8		00

9 a Check all methods used for valuing closing inventory:
 (1) Cost (2) Lower of cost or market as described in Treas. Reg. Section 1.471-4 (3) Write down of "subnormal" goods as described in Treas. Reg. Section 1.471-2(c) (4) Other. Specify method used and attach explanation _____
 b Check this box if the LIFO inventory method was adopted this taxable year for any goods. If checked, attach federal Form 970.
 c Do the rules of IRC Section 263A (with respect to property produced or acquired for resale) apply to the LLC? Yes No
 d Was there any change (other than for IRC Section 263A purposes) in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation Yes No

Schedule B Income and Deductions

Caution: Include **only** trade or business income and expenses on line 1a through line 22 below. See the instructions for more information.

Income	1 a Gross receipts or sales \$29,850 b Less returns and allowances \$ _____ c Balance ●	1c	29,850	00
	2 Cost of goods sold (Schedule A, line 8) ●	2		00
	3 GROSS PROFIT. Subtract line 2 from line 1c ●	3	29,850	00
	4 Total ordinary income from other LLCs, partnerships, and fiduciaries. Attach schedule ●	4		00
	5 Total ordinary loss from other LLCs, partnerships, and fiduciaries. Attach schedule ●	5		00
	6 Total farm profit. Attach federal Schedule F (Form 1040) ●	6		00
	7 Total farm loss. Attach federal Schedule F (Form 1040) ●	7		00
	8 Total gains included on Schedule D-1, Part II, line 17 (gain only) ●	8		00
	9 Total losses included on Schedule D-1, Part II, line 17 (loss only) ●	9		00
	10 Other income. Attach schedule ●	10		00
	11 Other loss. Attach schedule ●	11		00
	12 Total income (loss). Combine line 3 through line 11 ●	12	29,850	00
Deductions	13 Salaries and wages (other than to members) ●	13		00
	14 Guaranteed payments to members ●	14		00
	15 Bad debts ●	15		00
	16 Deductible interest expense not claimed elsewhere on return ●	16		00
	17 a Depreciation and amortization. Attach form FTB 3885L \$ _____ b Less depreciation reported on Schedule A and elsewhere on return \$ _____ c Balance ●	17c		00
	18 Depletion. Do not deduct oil and gas depletion ●	18		00
	19 Retirement plans, etc. ●	19		00
	20 Employee benefit programs ●	20		00
	21 Other deductions. Attach schedule ●	21		00
	22 Total deductions. Add line 13 through line 21 ●	22		00
	23 Ordinary income (loss) from trade or business activities. Subtract line 22 from line 12 ●	23	29,850	00

Schedule T Nonconsenting Nonresident Members' Tax Liability. Attach additional sheets if necessary.

(a) Member's name	(b) SSN, ITIN, or FEIN	(c) Distributive share of income	(d) Tax rate	(e) Member's total tax due (see instructions)	(f) Amount withheld by this LLC on this member - reported on Form 592-B	(g) Member's net tax due

Total the amount of tax due. Enter the total here and on Side 1, line 4. If less than zero enter -0-

Schedule L Balance Sheets. See the instructions for Schedule L, before completing Schedules L, M-1, and M-2.

Assets	Beginning of taxable year		End of taxable year	
	(a)	(b)	(c)	(d)
1 Cash				
2 a Trade notes and accounts receivable				
b Less allowance for bad debts	()		()	
3 Inventories				•
4 U.S. government obligations				
5 Tax-exempt securities				
6 Other current assets. Attach schedule				•
7 Mortgage and real estate loans				
8 Other investments. Attach schedule				•
9 a Buildings and other depreciable assets				
b Less accumulated depreciation	()	⊙	()	•
10 a Depletable assets				
b Less accumulated depletion	()		()	
11 Land (net of any amortization)		⊙		•
12 a Intangible assets (amortizable only)				
b Less accumulated amortization	()		()	
13 Other assets. Attach schedule				•
14 Total assets				
Liabilities and Capital				
15 Accounts payable				•
16 Mortgages, notes, bonds payable in less than 1 year				•
17 Other current liabilities. Attach schedule				
18 All nonrecourse loans		⊙		•
19 Mortgages, notes, bonds payable in 1 year or more		⊙		•
20 Other liabilities. Attach schedule				•
21 Members' capital accounts		⊙		•
22 Total liabilities and capital				

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return. Use total amount under California law. See inst.

1 Net income (loss) per books		6 Income recorded on books this year not included on Schedule K, line 1 through line 11c. Itemize:	
2 Income included on Schedule K, line 1 through line 11c, not recorded on books this year. Itemize:		a Tax-exempt interest \$	
3 Guaranteed payments (other than health insurance)		b Other \$	
4 Expenses recorded on books this year not included on Sch K, line 1 through line 13e. Itemize:		c Total. Add line 6a and line 6b •	
a Depreciation \$		7 Deductions included on Sch K, line 1 through line 13e, not charged against book income this year. Itemize:	
b Travel and entertainment \$		a Depreciation \$	
c Annual LLC tax \$		b Other \$	
d Other \$		c Total. Add line 7a and line 7b •	
e Total. Add line 4a through 4d •		8 Total. Add line 6c and line 7c	
5 Total of line 1 through line 4e •		9 Income (loss) (Schedule K, line 21a). Subtract line 8 from line 5	

Schedule M-2 Analysis of Members' Capital Accounts. Use California amounts.

1 Balance at beginning of year		5 Total of line 1 through line 4	
2 Capital contributed during year		6 Distributions:	
a Cash •		a Cash •	
b Property •		b Property •	
3 Net income (loss) per books		7 Other decreases. Itemize •	
4 Other increases. Itemize •		8 Total of line 6 and line 7	
		9 Balance at end of year. Subtract line 8 from line 5	

Schedule O Amounts from Liquidation used to Capitalize a Limited Liability Company. (Complete only if initial return box is checked on Side 1, Question H.)

Name of entity liquidated (if more than one, attach a schedule) _____

Type of entity: (1) C Corporation (2) S Corporation (3) Partnership (4) Limited Partnership (5) Sole Proprietor (6) Farmer

Entity identification number(s) FEIN _____ SSN or ITIN _____ Corporation _____ CA SOS _____

Amount of liquidation gains recognized to capitalize the LLC •

Schedule IW Limited Liability Company (LLC) Income Worksheet

Enter your California income amounts on the worksheet. All amounts entered must be assigned for California law differences. Use only amounts that are from sources derived from or attributable to California when completing lines 1-17 of this worksheet. If your business is both within and outside of California, see Schedule IW instructions to assign the correct amounts to California. If the LLC is wholly within California, the total income amount is assigned to California and is entered beginning with line 1a. If the single member LLC (SMLLC) does not meet the 3 million criteria for filing Schedule B (568) and Schedule K (568), the SMLLC is still required to complete Schedule IW. Disregarded entities that do not meet the filing requirements to complete Schedule B or Schedule K should prepare Schedule IW by entering the California amounts attributable to the disregarded entity from the member's federal Schedule B, C, D, E, F (Form 1040), or additional schedules associated with other activities. Do not enter amounts on this worksheet that have already been reported by another LLC to determine its fee.

See instructions on page 13 of the Form 568 Booklet for more information on how to complete Schedule IW.

1	a	Total California income from Form 568, Schedule B, line 3. See instructions	<input checked="" type="radio"/>	1a	<u>29,850</u>
	b	Enter the California cost of goods sold from Form 568, Schedule B, line 2 and from federal Schedule F (Form 1040) (plus California adjustments) associated with the receipts assigned to California on lines 1a and 4	<input checked="" type="radio"/>	1b	_____
2	a	If the answer to Question U(1) on Form 568 Side 2, is "Yes", include the gross income of this disregarded entity that is not included in lines 1 and 8 through 16	<input checked="" type="radio"/>	2a	_____
	b	Enter the cost of goods sold of disregarded entities associated with the receipts assigned to California on line 2a	<input checked="" type="radio"/>	2b	_____
3	a	LLC's distributive share of ordinary income from pass-through entities	<input checked="" type="radio"/>	3a	_____
	b	Enter the LLC's distributive share of cost of goods sold from other pass-through entities associated with the receipt assigned to California on line 3a (see Schedule K-1s (565), Table 3, line 1a)	<input checked="" type="radio"/>	3b	_____
	c	Enter the LLC's distributive share of deductions from other pass-through entities associated with the receipt assigned to California on line 3a (see Schedule K-1s (565), Table 3, line 1b)	<input checked="" type="radio"/>	3c	_____
4		Add gross farm income from federal Schedule F (Form 1040). Use California amounts	<input checked="" type="radio"/>	4	_____
5		Enter the total of other income (not loss) from Form 568, Schedule B, line 10	<input checked="" type="radio"/>	5	_____
6		Enter the total gains (not losses) from Form 568, Schedule B, line 8	<input checked="" type="radio"/>	6	_____
7		Add line 1a through line 6	<input checked="" type="radio"/>	7	<u>29,850</u>
8		California rental real estate			
	a	Enter the total gross rents from federal Form 8825, line 18a	<input checked="" type="radio"/>	8a	_____
	b	Enter the total gross rents from all Schedule K-1s (565), Table 3, line 2	<input checked="" type="radio"/>	8b	_____
	c	Add line 8a and line 8b	<input checked="" type="radio"/>	8c	_____
9		Other California rentals.			
	a	Enter the amount from Schedule K (568), line 3a	<input checked="" type="radio"/>	9a	_____
	b	Enter the amount from all Schedule K-1s (565), Table 3, line 3	<input checked="" type="radio"/>	9b	_____
	c	Add lines 9a and 9b	<input checked="" type="radio"/>	9c	_____
10		California interest. Enter the amount from Form 568, Schedule K, line 5	<input checked="" type="radio"/>	10	_____
11		California dividends. Enter the amount from Form 568, Schedule K, line 6	<input checked="" type="radio"/>	11	_____
12		California royalties. Enter the amount from Form 568, Schedule K, line 7	<input checked="" type="radio"/>	12	_____
13		California capital gains. Enter the capital gains (not losses) included in the amounts from Form 568, Schedule K, lines 8 and 9	<input checked="" type="radio"/>	13	_____
14		California 1231 gains. Enter the amount of total gains (not losses) from Form 568, Schedule K, line 10a	<input checked="" type="radio"/>	14	_____
15		Other California portfolio income (not loss). Enter the amount from Form 568 Schedule K, line 11a	<input checked="" type="radio"/>	15	_____
16		Other California income (not loss) not included in line 5. Enter the amount from Form 568, Schedule K, line 11b	<input checked="" type="radio"/>	16	_____
17		Total California income. Add lines 7, 8c, 9c, 10, 11, 12, 13, 14, 15, and 16. Line 17 may not be a negative number. Enter here and on Form 568, Side 1, Line 1. If less than zero enter -0-	<input checked="" type="radio"/>	17	<u>29,850</u>

RFP REFERENCE PAGE

Cover Sheet

Page 1	Attachment A-Certification of Compliance with Terms
Page 2	Attachment C-Statement of Non-Collusion
Pages 3&4	Attachment D-Debarment, Suspension, Ineligibility Certification Form
Page 5	Attachment E-W-9 Request for Taxpayer Information
Page 6	Attachment F-Secretary of State Certification Print-Out
Page 7-10	Attachment G-Equal Benefits Ordinance
Pages 11	Attachment H--Small Business Enterprise Letter
Page 12-13	Attachment I- Insurance Requirements
Page 14	Appendix A-Narrative/Technical Proposal
Page 15	Appendix B-Cost Proposal

Other Attachments

Page 16	Primary Contractor Background Information**
Page 17	Primary Contractor References
Page 18	Subcontractor Information
Page 19	Subcontractor References
Pages 20-21	Resume of Sharon Cruse
Page 22	Resume of Kiana Shaw
Page 23	Resume of Carolyn Christian Hines-Subcontractor
Page 24	13.16-Signed Statement of Subcontractor
Page 25	Vendor Application Form
Page 26	Listing of Workforce topics available
Page 27	Addendum

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