



OPEN MEETING

**SPECIAL OPEN MEETING OF THE BOARD OF DIRECTORS
OF THE GOLDEN RAIN FOUNDATION OF LAGUNA WOODS
A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION**

**Monday, October 23, 2023
Laguna Woods Village Community Center Board Room
24351 El Toro Road**

**IMMEDIATELY FOLLOWING PURCHASING TASK FORCE PRESENTATION
SCHEDULED AT 9:30 AM**

The purpose of this meeting is to discuss and adopt the revised Purchasing Policy

NOTICE AND AGENDA

1. Call Meeting to Order / Establish Quorum – Bunny Carpenter, President
2. Approval of the Agenda
3. Open Forum (Three Minutes per Speaker)
4. Entertain a Motion to Accept the Purchasing Policy (Revision 2023)
 - a) Purchasing Policy (redline)
 - b) Purchasing Policy (clean)
 - c) Change Order Policy (redline)
 - d) Change Order Policy (clean)
 - e) Purchasing Matrix
 - f) Sole Source Form
 - g) Single Source Form
5. Director Comments
6. Adjournment

PURCHASING POLICY

1. PURPOSE

To establish guidelines and rules to procure a service, project or product/equipment for capital and operating requirements. The Purchasing Policy will outline the approval process for purchases of certain expenditures that require Corporation approval. [Ma1] The VMS Purchasing ~~Department~~Division's goal is to obtain the product or service that best meets the needs of the corporation at the best possible value and interest of Laguna Woods Village~~to protect the corporation from litigation resulting from these services.~~

2. CODE OF CONDUCT

Corporation or VMS~~No employee, officer, or agent~~ shall not participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when Corporation or VMS~~the employee, officer, or agent~~, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. VMS ~~The officers, employees, and agents of the Corporation~~ shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub agreements except for where the financial interest is not substantial or the gift is an unsolicited item of nominal value. No officer, employee or agent~~VMS shall never intentionally be involved in bid splitting to break down proposals to evade or circumvent the requirements for signature authorization levels. No officer, employee or agent shall be involved in the creation of contracts or purchase orders to evade or circumvent the requirements for appropriate approvals.~~ Members of the Corporation ~~Board of directors~~ shall comply with all relevant fiduciary duties, including those governing conflicts of interest, when they vote upon matters related to procurement contracts in which they have a direct or indirect financial or personal interest. The Officers, employees, directors, and agents of the Corporation shall be subject to disciplinary actions for violations of these standards as identified by the Corporation.

3. FUNDS [Ma2]

Funding for all procurement activities is approved by the Corporation Board of Directors through the capital plan, a supplemental appropriation or the operating budgets of each VMS departmentDivision, prior to procurement of goods or services.

4. COMPETITIVE BIDDING PROCESS

The VMS Purchasing ~~Department~~Division carries out a bidding process whether the request is for ~~an item, a service or a project~~ a service, project or product/equipment. The following steps are taken:

- a. A Purchase Requisition (PR) and a detailed Scope of Work (SOW) are submitted by the requesting VMS departmentDivision. The VMS Purchasing ~~Department~~Division reviews the SOW and if it requires more detail, it is returned to the requesting VMS departmentDivision with questions and comments

- b. The VMS Purchasing Department will incorporate the final SOW into a request for proposal quote (RFPRFQ) for a product, professional services or bid solicitation for construction services, together with brief information about the community Laguna Woods Village, insurance requirements, a pre-bid meeting date and the deadline for submitting proposals/bids. The RFQ/bid solicitation is normally sent to a minimum of at least three (3) qualified vendors/contractors to obtain bids, or may be widely advertised to obtain bids. Vendors shall be qualified by a process which will include researching the company for history, size, licensing, and references.
- c. When the proposal/bids are received, the Purchasing Department VMS will evaluate [Ma3] them to ensure that each bidder meets the SOW and will recommend to the Corporations Committee the appropriate Board committee the best qualified bid and competitive proposal/bid. If a proposal is submitted late, the VMS Purchasing & Supply Manager along with the requesting VMS Division will determine if the proposal should be accepted in the best interest of the Corporation, and this shall be put in writing or rejected.

Exceptions to carrying out the bidding process are when:

- Single Source (Form)

A Single Source procurement is one in which two or more vendors can supply the commodity, technology or perform the services required, but staff recommend one vendor over the others for reasons such as expertise or previous experience with similar contracts.

Upon receipt of a justification which includes price justification to use a single source, Purchasing shall confirm, through a review of the material and appropriate market research, if a single source contract is appropriate. This form shall be signed by the VMS Department Director, the CEO, and the VMS Purchasing & Supply Manager.

- Purchasing with the support of and in collaboration with the requesting department, negotiates a contract with the vendor in the best interest of the Corporations, including terms and conditions, and pricing. Upon completing negotiation, Purchasing will then issue the appropriate contract award, subject to the applicable authorization levels. [CR4]

- Sole Source (Form)

A Sole Source procurement is one in which only one vendor can supply the product, commodities, technology or perform the services required by an agency.

Upon receipt of a justification to use a sole source, Purchasing shall confirm, through a review of the material and appropriate market research, if a sole source contract is appropriate. This form shall be signed by the VMS Department Director, the CEO, and the VMS Purchasing & Supply Manager. The Board of Directors passes a resolution to single source the work. [Ma5], [CR6]

- The cost of an item, service or project ~~is under~~ does not exceed the Minor Project Limit amount listed in the Appendix \$2,500, unless required by the VMS Purchasing & Supply Manager.
- ~~A specialized item or project is required and vendors/contractors are limited or the vendor/contractor has previously proven their expertise in this field. (Sole Source)~~
- ~~Work is required immediately (e.g. a broken water main). [MaZ]~~
- A current material ~~purchase trade~~ agreement or annual service contract is expiring using a proven vendor/contractor and their pricing ~~does will~~ not increase and their products will not substantially change.- In this case a new contract shall be drafted that addresses the new effective dates.
- ~~A contractor is currently working under a service contract and the same work is required for a one time project.~~
- ~~Having received no complaints from a contractor currently working if no price increase.~~
- ~~Blanket purchase orders are Long term purchase orders to supply products or services regularly for a certain amount of time. Blanket orders shall include: (1) purchase order conditions and pricing, (2) specifications and any other particulars relevant to the order such as minimum order quantity, percentage of discount, etc. Standard Terms and Conditions apply are used. Items are supplied without agreed prices on an emergency basis only. Unless there is a irreconcilable situation that cannot be addressed at the time of purchase, should in order to have an order of magnitude understanding of the cost associated with that purchase Unless there is aan irreconcilable situation that cannot be addressed at the time of purchase, Prices should be negotiated and agreed to in advance of purchases in order to have an order of magnitude understanding of the cost associated with that purchase.~~
- ~~Blanket purchase orders: (PO indicates a not-to-exceed amount that does not specifiyspecify product, quantity or delivery date. Standard Terms and Conditions apply.)~~
- ~~-Purchase orders ~~tehat~~ supply products on an as needed or emergency schedule. Blanket orders shall be established with vendors that allow a 30-day payment schedule. The approval levels are per the Appendix.~~

- ~~Phat~~Emergency repairs: (1) involving manifest danger to life or property, (2) immediately necessary for the preservation and safety of the physical assets of the Village (3) for the safety of the members and residents or (4) as may be required to avoid the suspension of any necessary services to the residents, may be made irrespective of whether included in the Budget. Notwithstanding the foregoing authority, if at all possible, ~~the Agent~~VMS shall confer immediately with the applicable ~~Board~~Corporation and attempt to gain prior written approval regarding every such unbudgeted expenditure and suspension of service and in any event shall provide a written report regarding the same within forty-eight (48) hours of such emergency expenditures. The responsible VMS Division with the input from the VMS Purchasing & Supply Manager shall negotiate a price with vendor and that price~~Prices should~~ shall be negotiated and agreed to in advance of purchases, in writing signed by both parties, in order to have an order of magnitude understanding of the cost associated with that purchase. After damage control is finalized, and further work needed to address the repair that is beyond damage control shall be worked via a bid process or a Single/Sole source justification with the appropriate approval signatures.^[Ma8]
- Change Order to an existing contract, ~~shall be made as~~ per the ~~Board~~Corporations-adopted Contract Change Order Policy ~~attached hereto and made a part hereof.~~

5. AWARD PROCESS

- a. After proposal/bids are received ~~for One-Time Large and Annual Program Projects,~~ they shall be opened, and analyzed by ~~staff~~VMS, a detailed Contract Award report will be prepared for the appropriate ~~Corporation and~~ Committee ~~or Board~~ as outlined in the ~~Board~~Corporations Contracts Responsibility-adopted Delegation of Action and Commitments Matrix. The Contract Award report will be prepared by the VMS Division overseeing the services to be contracted for, and shall include a comparison spreadsheet listing all the proposals/bidders; a description of the services to be contracted for; and ~~VMS~~staff's recommendations.
- b. After proposal/bids are received for Annual Maintenance and Small Projects, they shall be opened, and analyzed by VMS, a detailed Contract Award report will be prepared for the appropriate VMS Division review and recommendation for award.
- a. —
- c. ~~B. —~~Third party agreements ~~for goods and~~ services shall be for a term for one year, unless the contract is terminable by any party at the end of any one year period or unless such a contact has been authorized by the board.

^[Ma9]

CONTRACT ~~S-AND FIXED PRICES~~ ~~PURCHASE AGREEMENTS~~

6.

Following the competitive bidding process, the parties enter into an agreement or Contract.
The process and documents differ between product and services:

a. Trade Agreements [Ma10]

6. Supply item:

~~The VMS Purchasing Division Buyer~~ uses the Purchase Requisition (PR) to create a Purchase Order (PO) and then forwards it to the vendor. A detailed description, quantity and unit price for each product being ordered is required. [Ma11]

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6. Stock item:

A ~~material Trade Apurchase~~ agreement is written and after execution the VMS Warehouse DepartmentDivision creates purchase requisitions when the stock items are required. _

The requisitions are approved by the VMS Warehouse SupervisorPurchasing & Supply Manager and the items ordered by the the VMS Purchasing Division-Buyers. [Ma12]

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d.b. Annual service:

An annual contract is written for the service and when executed a Purchase Order from the requisition is generated to enable payment through the accounting system. The Purchase Orders shall not exceed the total amount listed in the approved annual contract. Annual contracts are not-to-exceed contract amounts and do not require a requisition to establish a contract with the vendor.

~~Annual Contracts are not used for Capital improvements.~~

Annual contracts may be for one or more years in duration, and unit prices must be competitively verified at least every three years. A detailed description, quantity and unit price for each product or service being ordered is required with the Annual Terms and Conditions and other applicable exhibits made a part of.

~~Annual Contracts are not used for Capital improvements.~~

- An **Annual Program Contract** is a contract between the Corporation ~~and/~~ ~~GRF~~ and a vendor for one or more years to provide services on an on-going basis that is for a program that VMS has received direction to accomplish from the Corporations. Program contracts can exist for Architects, Engineers, Sidewalks, Roofing, Plumbing programs such as waste lines; water lines; water heaters, etc.. This type of contract requires Committee and Board review. The completed contract is sent to the contractor and then to the Corporation for signature by two officers.-

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- An **Annual Maintenance Contract** ^[CR13] is a contract between the Corporation ~~and/~~ ~~GRF~~ and a vendor for one or more years to provide services on an on-going, on-call, urgent or emergency basis that is for the maintenance of the facilities within Laguna Woods Village. Maintenance contracts can exist for Architects, Engineers, Title Search, Concrete, Asphalt, Locksmith, Towing, Hotels, Catering, Portable Toilets, Trash Bins, Vehicle Repairs, Pest Contractor, Pool Maintenance, Landscaping, Information Technologies and building repairs, etc. This type of contract does not require Committee or Board review. The completed contract is sent to the contractor and then to the Corporation for signature by two officers.

~~Annual Contracts are not used for Capital improvements.~~

Common parts of an annual contract span across all needs. A program or maintenance contract ~~sets~~ shall show the expectations, requirements and hourly/unit prices for the duration of that contract as defined by the dates shown in the contract. A Purchase Order (Work Order) will be generated by the Work Center that will direct the vendors to proceed with the work under Annual Contracts. The PO/Work Order shall reference the scope of work, the annual contract, the unit prices or the bidding for the intended work-. The PO amount shall not exceed the total amount listed in the approved annual contract. If the cumulative amount of the contract is needed, a change order is required to be approved by the Corporation.

~~Master Contract is a contract for a specific project or service between one board and the vendor. The document outlines the statement of work and terms and conditions of the contract. A master contract can be used to set out standard terms and conditions so that applicable work orders don't need to cover the same information again.~~

- c. ~~Equipment: Equipment for new, repair or replacement is processed in the ERP~~^[CR14] ~~system except when installation is required. Installation by a vendor who performs work on Laguna Woods Village property must meet the Insurance requirement and therefore requires a contract for the work with the Standard Terms and Conditions and other applicable exhibits made a part of.~~

~~—A~~

- d. ~~A One-Time Contract is based on a specific project that is as directed by the a-responsible Board Corporation. Processed from the Scope of Work to the Request for Quote Proposal, to the award and finally to the contract. PAC HVAC, Landscape Modernization at Gates 1 & 5, Holiday Lighting at the Guardhouses, Fireworks, The one-time contracts cover all items requiring installation where the vendor is required to come on Village property to perform the work. Standard Terms and Conditions apply and other applicable exhibits made a part thereof. Signature limits are applicable as defined in the Purchasing Policy Appendix.~~

e. ~~—~~

- ~~—Equipment: Equipment for new, repair or replace is processed in the AX system except when installation is required. Installation by a vendor who performs on VMS property must meet the Insurance requirement and therefore requires a contract for the work.~~

e. Projects

- Minor project ~~(Less than \$1,000):~~

~~The VMS Purchasing Department Division obtains, from the requesting VMS Division, [Ma15] approval of the contractor and its value, from the requesting division. The VMS Contract Purchasing & Supply Manager then Administrator adds conditions to the purchase requisition, then approves the prepares a Purchase Requisition and the VMS Purchasing Department Division generates a Purchase Order after all requirements are met. The final PO is, and forward eds it to the contractor. Amount is defined in the Purchasing Policy Appendix.~~

[Ma16]

- Small Project ~~(\$1,000 — \$25,000):~~

The VMS Purchasing ~~Department Division~~ obtains approval of the contractor and value from the requesting VMS ~~D~~ivision in writing and a contract is written for the work. The contract SOW is copied from the RFQ~~P~~ with any changes that occurred during the proposal/bidding process. The completed contract is signed by the contractor then by the VMS ~~CEO, or or the~~ designated VMS ~~Division Department~~ Director, or the VMS Purchasing & Supply Manager. Amount is defined in the

Purchasing Policy Appendix.

- Medium-Large Project ~~(\$25,000—\$100,000):~~

The VMS Purchasing ~~Department~~Division obtains approval of the contractor and value from the ~~appropriate-applicable Corporation~~ Committee via the requesting VMS Deivision and a contract is written for the work. The contract SOW is copied from the RF~~Q~~P with any changes that occurred during the proposal/bidding process. The completed contract is ~~presented to the appropriate committee board~~ and signed by the contractor then by two Officers of the applicable ~~Board~~Corporation. Amount is defined in the Purchasing Policy Appendix.

• ~~Large Project (>\$100,000):~~

~~The Purchasing Department obtains approval of the contractor and value from the appropriate Board via the requesting division and a contract is written for the work. The contract SOW is copied from the RFP with any changes that occurred during the proposal/ bidding process. The completed contract is signed by the contractor then by two Officers of the responsible applicable Board. Board.~~

• Very Large and Special Projects ~~(>\$500,000)~~

~~Additional process and specific procedures required for Very Large Projects with direct Board involvement not covered here.~~

The VMS Purchasing Department Division obtains approval of the contractor and value from the ~~appropriate applicable Board~~ Corporations via the requesting VMS Ddivision and a contract is written for the work. The contract SOW is copied from the RFQP with any changes that occurred during the proposal/ bidding process. The completed contract is signed by the contractor and then by two Officers of the applicable Board Corporation. Amount is defined in the Purchasing Policy Appendix.

Any GRF purchases per the Trust Agreement for ~~Very Large Projects~~ \$500,000 and over require Corporate Member approval. The completed contract is signed by the contractor then by two GRF Officers.

a.f. Leasing;

A GRF Leasing Agreement for property is for one year per the Trust Agreement and forwarded to GRF for signature by two officers. ~~Examples are Copier Equipment, Golf Carts and other equipment.~~

Other Leasing Agreements may be made for more than one year and will be forwarded to the ~~appropriate Board Corporation~~^{CR17} for signature. Examples are Copier Equipment, Golf Carts and other agreements that the leasing agentVendor requires to be executed on their forms. Leases shall be signed by the applicable Corporation President.

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b.g. The VMS Purchasing ~~Department~~ Division will assist the requesting VMS ~~department~~ Division to cancel a contract or produce written warnings to a contractor.

h. Legal Review. ~~NN~~on-standard contracts will be forwarded by the VMS Purchasing & Supply Manager to ~~Corporation~~ VMS-legal counsel for theirwith expertise in contract law for legal review and advice. Legal review is required for ~~speciality~~ specialty contracts related to the streaming industry to ensure compliance with industry practices and applicable law. Results to be forwarded by the VMS Purchasing &

Supply Manager to the Corporation President for disposition.

Legal Review Checklist: Verify the following as a minimum;:

- i. Parties: Legal names and addresses
- ii. Purpose of Scope: Covers all aspects of the work to be performed
- iii. Definitions: Ensure consistency and clarity
- iv. Terms and Conditions: Evaluate the specific terms and conditions of the contract including payment terms, delivery schedules, performance obligations, and any specific provisions related to termination, renewal, or amendment.
- v. Consideration: ~~Confrim~~Confirm each party is providing something of value in exchange for the obligations outlined in the agreement.
- vi. Legal compliance: Complies with all relevant laws
- vii. Representations and Warranties
- viii. Indemnification and Liability
- ix. Confidentiality and Non-disclosure
- x. Intellectual Properties
- xi. Dispute Resolutions
- xii. Governing Law and Jurisdiction
- xiii. Force Majeure

i. Standard Terms and Conditions included in the contracts have been approved by legal counsel and are ~~identified as follows; listed below.~~

- i. Standard Terms and Conditions
- ii. Annual Contract Terms and Conditions
- iii. Consultant Contract Terms and Conditions

~~g. Agent is not authorized to enter in any agreement for the Corporation per the Management Agreement and therefor is not authorized to sign any terms and conditions with any vendor or contractor.~~

[Ma18]

~~d.j.~~ Industry specific television programming contracts are exceptions to this Purchasing P-policy, however, sSpecialty contracts written to facilitate in facilitating the operations and relationships within the streaming industry are not exempt from this policy.

k. i. ~~Standard or Capital purchases 25,000~~ are submitted to the ~~responsible appropriate Board~~Corporations for approval per the ~~attached Appendix~~responsibility matrix.

7. Certain purchases made by VMS are considered ~~employee related and are appropriate for direct payment~~DIRECT PAYMENT and ~~are~~may be excluded from competitive sourcing, requisition and purchase order requirements. Appropriations needed for these services

have already been allocated through the annual budgeting process. These include the following: ~~However, as noted above Board Approval is required for certain purchases~~

~~Casualty and Property Insurance~~ Insurance [CR19] ~~(approved by Board Corporation(s))~~
~~Community Sponsored Functions (entertainers, caterers)~~
~~Debt Service Payments~~
~~Employee Benefits/Contracts with Third Parties for Payroll Deductions i.e. Life, Health and Dental Insurance, 401K contributions, Pension payments, EAP~~
~~Investments (approved by Board Corporation(s))~~ [CR20]
~~Legal Fees (approved by Board Corporation(s))~~
~~Memberships, Dues, Subscriptions, Publications~~
~~Permits~~
~~Postage~~
~~Recording Fees~~
~~Recreation Services (instructors, entertainers, caterers)~~
~~Retirement Plan Contributions~~
~~Section 457 (Deferred Compensation) Contributions~~
~~Services Procured with non-Corporation Funds (Developer Deposits, etc.)~~
~~Staff Support~~
~~Tax Withholding Payments~~
~~Training, Seminars and Travel Expenses~~
~~Unemployment Compensation~~
~~Utilities~~
~~Vehicle Licensing~~

8. CHANGE ORDERS TO CONTRACTS

~~6. _____~~

Per the ~~Board Corporations~~-adopted Change Order Policy. Attached hereto and made a part hereof.

9. VEHICLE PURCHASES

a- The Mobility & Vehicles Committee will approve the specifications annually for all vehicles intended for purchase throughout the year. Upon approval, the VMS Transportation Division will submit requisitions for the Vehicle purchases in the ERP system. Upon electronic approval, vehicles may be purchased by way of a cooperative purchasing program that manages the specification requirements and offers VMS easy access to an established network which offers competitive rates and faster procurement or other more competitive resources. The VMS Transportation Division Director will keep the Mobility & Vehicles Committee updated on fleet status.

7. AX PAYMENT PROCESSING

When an executed contract is completed, the Contract Administrators will process the PR and a PO will be generated for work approval and payment.

10. GLOSSARY^[CR21]

Definitions of words used in this Policy

Contractor: This references entities with contracts that include labor and materials to be provided to the Corporation

Corporation: Includes one or more of the managing entities for Laguna Woods Village:

- The Golden Rain Foundation of Laguna Woods, Inc. as acting Trustee of the Golden Rain Foundation Trust, established March 2, 1964 as amended
- Third Laguna Hills Mutual
- United Laguna Woods Mutual

—ERP: Enterprise Resource Planning

—Non-standard Terms and Conditions: means a contract contains terms and conditions which are not included under the Corporations standard form contracts

GRF: Golden Rain Foundation

Non-standard Terms and Conditions: Any contract that contains terms and conditions which are not included under the Corporations standard form contracts

PR: Purchasing Request

PO: Purchase Order

RFQ: Request for Quote

SOW: Scope of Work

Vendor: Any entity with a vendor number in the ERP. Includes, but not limited to, material suppliers, contractors, delivery companies, engineers and professional services, service companies.

VMS: Village Management Services, Inc., an Agent of the Corporation

Work Order: Authorization to proceed with work in the Village.

PURCHASING POLICY APPENDIX

<u>Nominal Value</u>	<u>Up to \$500</u>
Minor Project.....	Under \$10,000
Small Project.....	\$10,000-\$35,000
Large Project	\$35,000-\$500,000
Very Large and Special Projects	Over \$500,000
Standard or Capital Purchases GRF Board....	Over \$35,000
<u>Blanket PO Authority</u>	<u>Up to \$10,000</u>
<u>Blanket PO Authority VMS Director</u>	<u>Over \$10,000</u>

PURCHASING POLICY

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- b. The VMS Purchasing Division will incorporate the final SOW into a request for quote (RFQ) for a product, professional services or construction services, together with brief information about the Laguna Woods Village, insurance requirements, a pre-bid meeting date and the deadline for submitting proposals/bids. The RFQ is sent to a minimum of three (3) qualified vendors/contractors or may be widely advertised to obtain bids. Vendors shall be qualified by a process which will include researching the company for history, size, licensing, and references.

- c. When the proposal/bids are received, VMS will evaluate them to ensure that each bidder meets the SOW and will recommend to the Corporations Committee the best qualified and competitive proposal/bid. If a proposal is submitted late, the VMS Purchasing & Supply Manager along with the requesting VMS Division will determine if the proposal should be accepted in the best interest of the Corporation, and this shall be put in writing.

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- Change Order to an existing contract, shall be made per the Corporations-adopted Contract Change Order Policy attached hereto and made a part hereof.

5. AWARD PROCESS

- After proposal/bids are received for One-Time Large and Annual Program Projects, they shall be opened, and analyzed by VMS, a detailed Contract Award report will be prepared for the appropriate Corporation and Committee as outlined in the Corporations Contracts Responsibility Matrix. The Contract Award report will be prepared by the VMS Division overseeing the services to be contracted for, and shall include a comparison spreadsheet listing all the proposals/bidders; a description of the services to be contracted for; and VMS's recommendations.
- After proposal/bids are received for Annual Maintenance and Small Projects, they shall be opened, and analyzed by VMS, a detailed Contract Award report will be prepared for the appropriate VMS Division review and recommendation for award.
- Third party agreements for goods and services shall be for a term for one year, unless the contract is terminable by any party at the end of any one year period or unless such a contact has been authorized by the board.

6. CONTRACTS

Following the competitive bidding process, the parties enter into an agreement or Contract. The process and documents differ between product and services:

- Trade Agreements

- Supply item:

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- Stock item:

A Trade Agreement is written and after execution the VMS Warehouse Division creates purchase requisitions when the stock items are required. The requisitions are approved by the VMS Warehouse Supervisor and the items ordered by the VMS Purchasing Division.

- b. Annual service:

An annual contract is written for the service and when executed a Purchase Order from the requisition is generated to enable payment through the accounting system. The Purchase Orders shall not exceed the total amount listed in the approved annual contract. Annual contracts are not-to-exceed contract amounts and do not require a requisition to establish a contract with the vendor.

Annual contracts may be for one or more years in duration, and unit prices must be competitively verified at least every three years. A detailed description, quantity and unit price for each product or service being ordered is required with the Annual Terms and Conditions and other applicable exhibits made a part of.

- An **Annual Program Contract** is a contract between the Corporation and a vendor for one or more years to provide services on an on-going basis that is for a program that VMS has received direction to accomplish from the Corporations. Program contracts can exist for Architects, Engineers, Sidewalks, Roofing, Plumbing programs such as waste lines; water lines; water heaters, etc.. This type of contract requires Committee and Board review. The completed contract is sent to the contractor and then to the Corporation for signature by two officers.
- An **Annual Maintenance Contract** is a contract between the Corporation and a vendor for one or more years to provide services on an on-going, on-call, urgent or emergency basis that is for the maintenance of the facilities within Laguna Woods Village. Maintenance contracts can exist for Architects, Engineers, Title Search, Concrete, Asphalt, Locksmith, Towing, Hotels, Catering, Portable Toilets, Trash Bins, Vehicle Repairs, Pest Contractor, Pool Maintenance, Landscaping, Information Technologies and building repairs, etc. This type of contract does not require Committee or Board review. The completed contract is sent to the contractor and then to the Corporation for signature by two officers.

Common parts of an annual contract span across all needs. A program or maintenance contract shall show the expectations, requirements and hourly/unit prices for the duration of that contract as defined by the dates shown in the contract.

A Purchase Order (Work Order) will be generated by the Work Center that will direct the vendors to proceed with the work under Annual Contracts. The PO/Work Order shall reference the scope of work, the annual contract, the unit prices or the bidding for the intended work. The PO amount shall not exceed the total amount listed in the approved annual contract. If the cumulative amount of the contract is needed, a change order is required to be approved by the Corporation.

- c. Equipment: Equipment for new, repair or replacement is processed in the ERP system except when installation is required. Installation by a vendor who performs work on Laguna Woods Village property must meet the Insurance requirement and therefore requires a contract for the work with the Standard Terms and Conditions and other applicable exhibits made a part of.
- d. A One-Time Contract is based on a specific project that is as directed by the responsible Corporation. Processed from the Scope of Work to the Request for Quote, to the award and finally to the contract. The one-time contracts cover all items requiring installation where the vendor is required to come on Village property to perform the work. Standard Terms and Conditions apply and other applicable exhibits made a part thereof. Signature limits are applicable as defined in the Purchasing Policy Appendix.
- e. Projects
 - Minor project:

The VMS Purchasing Division obtains, from the requesting VMS Division, approval of the contractor and its value. The VMS Purchasing & Supply Manager then adds conditions to the purchase requisition, then approves the Purchase Requisition and the VMS Purchasing Division generates a Purchase Order after all requirements are met. The final PO is forwarded to the contractor. Amount is defined in the Purchasing Policy Appendix.
 - Small Project:

The VMS Purchasing Division obtains approval of the contractor and value from the requesting VMS Division in writing and a contract is written for the work. The contract SOW is copied from the RFQ with any changes that occurred during the proposal/bidding process. The completed contract is signed by the contractor then by the VMS CEO, or the designated VMS Department Director, or the VMS Purchasing & Supply Manager. Amount is defined in the Purchasing Policy Appendix.
 - Large Project:

The VMS Purchasing Division obtains approval of the contractor and value from the applicable Corporation Committee via the requesting VMS Division and a contract is written for the work. The contract SOW is copied from the RFQ with any changes that occurred during the proposal/bidding process. The completed contract is signed by the contractor then by two Officers of the applicable Corporation. Amount is defined in the Purchasing Policy Appendix.

- Very Large and Special Projects

The VMS Purchasing Division obtains approval of the contractor and value from the applicable Corporations via the requesting VMS Division and a contract is written for the work. The contract SOW is copied from the RFQ with any changes that occurred during the proposal/ bidding process. The completed contract is signed by the contractor and then by two Officers of the applicable Corporation. Amount is defined in the Purchasing Policy Appendix.

Any GRF purchases per the Trust Agreement for Very Large Projects require Corporate Member approval. The completed contract is signed by the contractor then by two GRF Officers.

f. Leasing;

A GRF Leasing Agreement for property is for one year per the Trust Agreement and forwarded to GRF for signature by two officers.

Other Leasing Agreements may be made for more than one year and will be forwarded to the Corporation for signature. Examples are Copier Equipment, Golf Carts and other agreements that the leasing Vendor requires to be executed on their forms. Leases shall be signed by the applicable Corporation President.

g. The VMS Purchasing Division will assist the requesting VMS Division to cancel a contract or produce written warnings to a contractor.

h. Legal Review. Non-standard contracts will be forwarded by the VMS Purchasing & Supply Manager to Corporation legal counsel for their legal review and advice. Legal review is required for specialty contracts related to the streaming industry to ensure compliance with industry practices and applicable law. Results to be forwarded by the VMS Purchasing & Supply Manager to the Corporation President for disposition.

Legal Review Checklist: Verify the following as a minimum;

- i. Parties: Legal names and addresses
- ii. Purpose of Scope: Covers all aspects of the work to be performed
- iii. Definitions: Ensure consistency and clarity
- iv. Terms and Conditions: Evaluate the specific terms and conditions of the contract including payment terms, delivery schedules, performance obligations, and any specific provisions related to termination, renewal, or amendment.
- v. Consideration: Confirm each party is providing something of value in exchange for the obligations outlined in the agreement.
- vi. Legal compliance: Complies with all relevant laws
- vii. Representations and Warranties
- viii. Indemnification and Liability
- ix. Confidentiality and Non-disclosure
- x. Intellectual Properties
- xi. Dispute Resolutions
- xii. Governing Law and Jurisdiction
- xiii. Force Majeure

- i. Standard Terms and Conditions included in the contracts have been approved by legal counsel and are identified as follows;
 - i. Standard Terms and Conditions
 - ii. Annual Contract Terms and Conditions
 - iii. Consultant Contract Terms and Conditions
 - j. Industry specific television programming contracts are exceptions to this Purchasing Policy, however, specialty contracts written to facilitate the operations and relationships within the streaming industry are not exempt from this policy.
 - k. Standard or Capital purchases are submitted to the Corporation for approval per the attached Appendix.
7. Certain purchases made by VMS are considered employee related and are appropriate for DIRECT PAYMENT and may be excluded from competitive sourcing, requisition and purchase order requirements. Appropriations needed for these services have already been allocated through the annual budgeting process. These include the following:
- Casualty and Property Insurance (approved by Corporation)
 - Community Sponsored Functions (entertainers, caterers)
 - Debt Service Payments
 - Employee Benefits/Contracts with Third Parties for Payroll Deductions i.e. Life, Health and Dental Insurance, 401K contributions, Pension payments, EAP
 - Investments (approved by Corporation)
 - Legal Fees (approved by Corporation)
 - Memberships, Dues, Subscriptions, Publications
 - Permits
 - Postage
 - Recording Fees
 - Recreation Services (instructors, entertainers, caterers)
 - Retirement Plan Contributions
 - Section 457 (Deferred Compensation) Contributions
 - Services Procured with non-Corporation Funds (Developer Deposits, etc.)
 - Staff Support
 - Tax Withholding Payments
 - Training, Seminars and Travel Expenses
 - Unemployment Compensation
 - Utilities
 - Vehicle Licensing

8. CHANGE ORDERS TO CONTRACTS

Per the Corporations-adopted Change Order Policy. Attached hereto and made a part hereof.

9. VEHICLE PURCHASES

The Mobility & Vehicles Committee will approve the specifications annually for all vehicles intended for purchase throughout the year. Upon approval, the VMS Transportation Division will submit requisitions for the Vehicle purchases in the ERP system. Upon electronic approval, vehicles may be purchased by way of a cooperative purchasing program that manages the specification requirements and offers VMS easy access to an established network which offers competitive rates and faster procurement or other more competitive resources. The VMS Transportation Division Director will keep the Mobility & Vehicles Committee updated on fleet status.

10. GLOSSARY

Definitions of words used in this Policy

Contractor: This references entities with contracts that include labor and materials to be provided to the Corporation

Corporation: Includes one or more of the managing entities for Laguna Woods Village;

- The Golden Rain Foundation of Laguna Woods, Inc. as acting Trustee of the Golden Rain Foundation Trust, established March 2, 1964 as amended
- Third Laguna Hills Mutual
- United Laguna Woods Mutual

ERP: Enterprise Resource Planning

GRF: Golden Rain Foundation

Non-standard Terms and Conditions: Any contract that contains terms and conditions which are not included under the Corporations standard form contracts

PR: Purchasing Request

PO: Purchase Order

RFQ: Request for Quote

SOW: Scope of Work

Vendor: Any entity with a vendor number in the ERP. Includes, but not limited to, material suppliers, contractors, delivery companies, engineers and professional services, service companies.

VMS: Village Management Services, Inc., an Agent of the Corporation

Work Order: Authorization to proceed with work in the Village.

PURCHASING POLICY APPENDIX

Minor Project	Under \$10,000
Small Project	\$10,000-\$35,000
Large Project	\$35,000-\$500,000
Very Large and Special Projects	Over \$500,000
Standard or Capital Purchases GRF Board ...	Over \$35,000
Blanket PO Authority	Up to \$10,000
Blanket PO Authority VMS Director	Over \$10,000

CONTRACT CHANGE ORDER POLICYS ON CAPITAL PROJECTS

BACKGROUND

When unforeseen circumstances occur on capital projects, Change Orders are required. These Change Orders can be the result of additions or deletions to the project, revisions to the project, and omissions or errors in the original project plans and/or specifications.

PURPOSE

The purpose of this Policy is to provide ~~addendum staff to an existing contract after the effective date that alters the work, the contract sum, or the contract time. necessary latitude in the timely execution of Capital Project Change Orders while, at the same time maintaining accountability for expenditures associated with such Orders.~~

POLICY

The following Policy has been adopted by ~~GRF, Golden Rain Foundation of Laguna Woods, United Laguna Woods Mutual, and Third Laguna Hills Mutual~~ the Corporation for the processing of ~~Project~~ Change Orders:

1. Approval of all Change Orders is contingent upon funds being budgeted and available for the specific project. Where funds are not available, a Supplemental Appropriation must first be approved by the Corporation Board of Directors.
2. No Change Order can be processed without the written approval of the VMS Division Department Director responsible for the project or his/her designee.
3. VMS Division Department Director approval is required for any Change Order up to 10% (or as specified *) of the original contract price, or up to \$35,000, whichever is greater. However, the sum of all Change Orders must not exceed 10% of the original contract amount. (see No. 6 below).
4. Corporation Committee approval is required for any Change Order up to 10% (or as specified *) of the original contract price, over \$35,000 and up to \$100,000 of the original contract price. However, the sum of all Change Orders must not exceed 10% of the original contract amount (see No. 6 below).
5. Corporation Board approval is required for any Change Order over 10% (or as specified *) of the original contract price or over \$100,000, whichever is greater. A request for approval of this Change Order will appear under the New Business item on the agenda.
6. Corporation Board shall review for approval all Change Orders, regardless of amount, when the sum of all Change Orders on the project exceeds 10% of the original award bid. All requests submitted to the Corporation Board for approval above 10% of original bid shall include findings that the proposed additions to the scope of the work are needed in the best interest of the Community, or that rebidding is unlikely to result in a lower unit price. Requests for approval of such Change Orders must include the following information: amount budgeted for the capital project, amount expended thus far, status of project, and previously approved Change Orders. In addition, the VMS staff member responsible for the day-to-day oversight of the project, or his/her

designee, shall be present at the Corporation Board meeting at which the request for Change Order approval is considered. A request for approval of this Change Order will appear under the New Business item on the Corporation Board agenda.

7. In addition to the above approvals, ~~Board-Corporation~~ approval of Contract Change Orders will be required when the scope of the project is materially changed. Requests for approval of such Change Orders must include the following information: amount budgeted for the project, amount expended thus far, status of project, and previously approved Changed Orders. In addition, the VMS staff member responsible for the day-to-day oversight of the project, or his/her designee, shall present a comprehensive report at the ~~Board-Corporation~~ meeting in which the request for Change Order approval is considered. A request for approval of this Change Order will appear under the New Business item on the agenda.
8. The ~~Corporation Board~~ shall be kept informed by the VMS Division-Department Director under whose oversight the project is being executed of all Change Orders, regardless of size, through periodic status reports. These reports shall be presented informally, and may be presented as "Receive and File" consent items at the Corporation Board meeting.
9. At the completion of all contracts exceeding \$100,000 in final cost, the VMS Division-Department Director shall submit a final report to the ~~Corporation Board~~ detailing the contract amount and all approved Change Orders.
10. In the event that during the course of a construction contract an emergency exists in which there is immediate danger to the health and/or safety of the Community, the ~~Community Manager and CEO~~ is/are authorized to take immediate and appropriate action which is necessary to eliminate that danger, regardless of cost. If, in the event this Change Order exceeds the normal approval limits as specified in this Policy, VMS staff will provide all backup information to the Corporation Board at the next available meeting.

* Or as specified. The percentage may be changed or eliminated as directed by the Corporation. If percentage is removed, then all change orders will be sent to the Corporation for approval.

CHANGE ORDER POLICY

BACKGROUND

When unforeseen circumstances occur on capital projects, Change Orders are required. These Change Orders can be the result of additions or deletions to the project, revisions to the project, and omissions or errors in the original project plans and/or specifications.

PURPOSE

The purpose of this Policy is to provide addendum to an existing contract after the effective date that alters the work, the contract sum, or the contract time.

POLICY

The following Policy has been adopted by the Corporation for the processing of Change Orders:

1. Approval of all Change Orders is contingent upon funds being budgeted and available for the specific project. Where funds are not available, a Supplemental Appropriation must first be approved by the Corporation.
2. No Change Order can be processed without the written approval of the VMS Department Director responsible for the project or his/her designee.
3. VMS Department Director approval is required for any Change Order up to 10% (or as specified *) of the original contract price, or up to \$35,000, whichever is greater. However, the sum of all Change Orders must not exceed 10% of the original contract amount. (see No. 6 below).
4. Corporation Committee approval is required for any Change Order up to 10% (or as specified *) of the original contract price, over \$35,000 and up to \$100,000 of the original contract price. However, the sum of all Change Orders must not exceed 10% of the original contract amount (see No. 6 below).
5. Corporation Board approval is required for any Change Order over 10% (or as specified *) of the original contract price or over \$100,000, whichever is greater. A request for approval of this Change Order will appear under the New Business item on the agenda.
6. Corporation Board shall review for approval all Change Orders, regardless of amount, when the sum of all Change Orders on the project exceeds 10% of the original award bid. All requests submitted to the Corporation for approval above 10% of original bid shall include findings that the proposed additions to the scope of the work are needed in the best interest of the Community, or that rebidding is unlikely to result in a lower unit price. Requests for approval of such Change Orders must include the following information: amount budgeted for the capital project, amount expended thus far, status of project, and previously approved Change Orders. In addition, the VMS staff member responsible for the day-to-day oversight of the project, or his/her designee, shall be present at the Corporation meeting at which the request for Change Order approval is considered. A request for approval of this Change Order will appear under the New Business item on the Corporation Board agenda.

7. In addition to the above approvals, Corporation approval of Contract Change Orders will be required when the scope of the project is materially changed. Requests for approval of such Change Orders must include the following information: amount budgeted for the project, amount expended thus far, status of project, and previously approved Changed Orders. In addition, the VMS staff member responsible for the day-to-day oversight of the project, or his/her designee, shall present a comprehensive report at the Corporation meeting in which the request for Change Order approval is considered. A request for approval of this Change Order will appear under the New Business item on the agenda.
 8. The Corporation shall be kept informed by the VMS Department Director under whose oversight the project is being executed of all Change Orders, regardless of size, through periodic status reports. These reports shall be presented informally, and may be presented as "Receive and File" consent items at the Corporation meeting.
 9. At the completion of all contracts exceeding \$100,000 in final cost, the VMS Department Director shall submit a final report to the Corporation detailing the contract amount and all approved Change Orders.
 10. In the event that during the course of a construction contract an emergency exists in which there is immediate danger to the health and/or safety of the Community, the CEO is authorized to take immediate and appropriate action which is necessary to eliminate that danger, regardless of cost. If, in the event this Change Order exceeds the normal approval limits as specified in this Policy, VMS staff will provide all backup information to the Corporation at the next available meeting.
- * Or as specified. The percentage may be changed or eliminated as directed by the Corporation. If percentage is removed, then all change orders will be sent to the Corporation for approval.

1	CONTRACTS - RESPONSIBILITY MATRIX					
2						
3		Organization				
4	Delegation of the Initiation, Authorization and Performance of Actions and Comments that are Within the Responsibility Scope of the Organization	All Corporate Members	VMS	Corporation	Committee Chair	Corporation Board of Directors
5	1. Request for Analysis - Determination of Objectives-Project Request Form				I ⁽¹⁾	I
6	2. Analysis Review		P			
7	3. Approval to fund Analysis					A
8	4. GRF Capital Improvements Greater than \$500,000	A	P			
9	5. Scope of Work /Specifications		P		O	
10	6. Request for Quote (RFQ)/Bid Solicitation-Preparation/Delivery		P			
11	7. Consultant/Bidders List- Preparation		P			
12	8. Consultant Interviews/Pre-Bid Meeting		P		O	
13	9. Bid Opening		P			
14	10. Bid Review & Price & Cost Analysis		P			
15	11. Contract Award- \$35,000 to \$100,000	A	P		R	
16	12. Contract Award- Approval Greater than \$100,000	A	P		O	
17	13. Change Orders-Per Adopted Contract Change Order Policy		P			
18	14. Administration of Contract and/or Work		P			
19	15. Project Acceptance (Projects over \$100,000)		P			
20	Key					
21	I= Initiate an Activity, directive may come from either, but the directive is required					
22	I ⁽¹⁾ = Initiate activity within Corporation Committee Charter and with objective parameters					
23	A= Authorize an activity that is within the Governing Documents					
24	O= The Corporation Committee or Board may choose to exercise participation at this level.					
25	R= Review reports and/or for Approval, where necessary and appropriate					
26	P= Performed by VMS					

GOLDEN RAIN FOUNDATION

SOLE SOURCE JUSTIFICATION

Sole Source as defined in the Purchasing Policy

A Sole Source procurement is one in which only one vendor can supply the product, commodities, technology or perform the services required by an agency.

Vendor:

Name

Address, Phone number

Contractors License # (if contractor)

Valid dates (if contractor)

President/CEO/VP

This request for a Single Source vendor is based on the following:

- _____
- _____

FOR VILLAGE MANAGEMENT SERVICES, INC.:

By: _____ Date: ____/____/____

Print Name and Title

FOR VILLAGE MANAGEMENT SERVICES, INC.:

By: _____ Date: ____/____/____

Print Name and Title

FOR PURCHASING:

By: _____ Date: ____/____/____

Daniel M. Hoxie, Purchasing Manager

GOLDEN RAIN FOUNDATION

SINGLE SOURCE JUSTIFICATION

Single Source as defined in the Purchasing Policy

A Single Source procurement is one in which two or more vendors can supply the commodity, technology or perform the services required, but staff selects one vendor over the others for reasons such as expertise or previous experience with similar contracts.

Vendor:

Name

Address, Phone number

Contractors License # (if contractor)

Valid dates (if contractor)

President/CEO/VP

This request for a Single Source vendor is based on the following:

- _____
- _____

FOR VILLAGE MANAGEMENT SERVICES, INC.:

By: _____ Date: ____/____/____

Print Name and Title

FOR VILLAGE MANAGEMENT SERVICES, INC.:

By: _____ Date: ____/____/____

Print Name and Title

FOR PURCHASING:

By: _____ Date: ____/____/____

Daniel M. Hoxie, Purchasing Manager