

APPROVED

OCT 17 2018

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 18-210 Revised

DATE: October 17, 2018

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LOS FELIZ, GOLF CAFÉ CONCESSION – APPROVE AND AUTHORIZE EXECUTION OF NEGOTIATED CONCESSION AGREEMENT; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [INTERIOR OR EXTERIOR ALTERATIONS TO EXISTING FACILITIES WITH NO EXPANSION OF USE], 1(5) [ADDITIONS TO EXISTING STRUCTURES UNDER CERTAIN SQUARE FOOTAGE], & 1(14) [ISSUANCE OF LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE] OF THE CITY CEQA GUIDELINES

A.P. Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_
R. Barajas \_\_\_\_\_ S. Piña-Cortez \_\_\_\_\_
H. Fujita \_\_\_\_\_ \*N. Williams NSW

[Signature]
General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1. Approve the proposed Agreement (Agreement) negotiated between the City of Los Angeles and AM Best Food, Inc. (AMBF) for the redevelopment, operation and maintenance of the Los Feliz Golf Cafe, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the Mayor per Executive Directive No. 3, and, to the City Attorney for approval as to form;
3. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;
4. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the redevelopment, operation, and maintenance of the Los Feliz Golf Café Concession;
5. Authorize the General Manager or Designee to execute the proposed Agreement substantially in the form attached to this report (Attachment 1) upon receipt of all

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necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this report and proposed Agreement;

6. Find that the proposed Agreement and the project contemplated therein is categorically exempt from the California Environmental Quality ACT (CEQA), and direct RAP staff to file a Notice of Exemption; and,
7. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption.

### SUMMARY

The Los Feliz Golf Café (Concession) located at 3207 Los Feliz Blvd., Los Angeles, CA 90039, continues to be operated under the terms of expired Concession Contract No. 261, between the City of Los Angeles and AMBF.

On July 11, 2018 the Board approved the selection of proposer AMBF as the highest ranked and best qualified proposer from RAP's Request for Proposal (RFP) for the Concession and authorized RAP staff to negotiate the terms and conditions of a concession agreement with AMBF for a period of ten years with one five-year extension option exercisable at the General Manager's sole discretion (Attachment 2 - Report No. 18-132). Part of the award recognizes AMBF's successful track record growing the Concession's gross receipts from \$297,585 in 2010 to \$677,721 in 2017.

### DISCUSSION

During concession agreement negotiations between RAP staff and AMBF, it was mutually agreed the Concession premises and facility would benefit from additional capital improvements beyond those originally proposed by AMBF in order for the Concession to continue its success and growth trend. The negotiated agreement includes an expanded capital improvement scope of work for AMBF to fund and complete which will: reduce wait times for seating of weekend crowds by enlarging the west patio; reduce wait times for food orders by increasing kitchen size; provide additional comfort with patio HVAC; and, reduce wait times for the facility restrooms by enlarging the public restrooms and adding privacy partitions for simultaneous use.

AMBF's total investment commitment originally proposed was 240% higher than the next highest ranked proposer; even so, AMBF is committed to invest approximately \$250,000 more in capital improvements, increasing their originally proposed total capital improvement from \$300,000 to approximately \$550,000. The additional \$250,000 amount is an approximation based on AMBF's survey of the existing space. During negotiation, AMBF requested that RAP share in the cost of the additional investment to RAP's facility infrastructure. RAP staff has negotiated and recommends RAP pay up to \$149,000 or half of the amount spent on new construction and improvements above the original \$300,000 proposed by AMBF, whichever is lower, with RAP's contribution being in the form of a rent credit. If approved by the Board, RAP's contribution amount will be credited toward the concessionaire's monthly revenue share

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payment until RAP's contribution is met. Once the original proposed construction and improvements and those added through negotiation are in place, AMBF can operate the concession at a higher level providing more service to the community and increased revenue to RAP. All capital improvements, equipment purchases, and refurbishments made by AMBF as part of its proposed capital investment plan will become the property of RAP at the conclusion of the Agreement.

### PROPOSED AGREEMENT

A proposed agreement with AMBF for Los Feliz Golf Food and Beverage Concession is attached to this Board Report for the Board's approval. The terms of the proposed agreement are consistent with the RFP, AMBF's RFP response, and with the aforementioned negotiated items, which are incorporated into the Agreement.

### TRANSITION PLAN

As AMBF is the incumbent operator, impacts to operation of the Concession will be minimal upon execution of the Agreement. During remodel and expansion, the concessionaire will set up a food and beverage service in the parking lot, albeit with a limited menu, away from café construction areas. Extended hours of operation will take effect once the expansion is complete. The proposed improvements are expected to take approximately four to six months to complete.

### CONCLUSION

The Board has approved selection of AMBF as the highest ranking and most qualified proposer for the Concession. RAP staff has negotiated the Agreement with AMBF, which includes additional construction and improvements by AMBF from that originally proposed, with RAP contributing to the costs associated with such added improvements by reimbursing AMBF, via amortized rent credit, up to \$149,000, or half of the additional construction and improvements amounts over AMBF's originally proposed \$300,000, whichever is lower. Therefore, RAP staff recommends approval to execute the proposed negotiated concession agreement with AMBF for the redevelopment, operation and maintenance of the Los Feliz Golf Café.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed concession agreement and the associated capital improvements consists of the issuance of a license to use, alter and add on to an existing structure involving negligible expansion of use. Although the Los Feliz Café (circa 1948) is a contributing element to the historic Griffith Park (HCM 942), the proposed alterations to the structure will not have an adverse effect on the key character defining features of building. Modifications to the Los Feliz Café will be subject to Secretary of the Interior Standards for the Treatment of Historic Properties when final plans are approved by the Department and City Planning's Office of Historic Resources. Therefore, Staff recommends that the Board determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1,5,14) of the City CEQA Guidelines and Article 19,

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Section 15331 of the State CEQA Guidelines. A Notice of Exemption will be filed with Los Angeles County Clerk upon approval.

### FISCAL IMPACT STATEMENT

AMBF's proposed compensation combined with the built-in escalation defined in the RFP, guarantees revenue to RAP of at least Eight Hundred Eighty-Two Thousand, Seven Hundred Nineteen Dollars (\$882,719) during the first ten-year term.

This Report was prepared by Stanley Woo, Management Analyst II, Finance Branch, Concessions Unit.

### LIST OF ATTACHMENTS

- 1) Proposed Agreement and Exhibits for the Redevelopment, Operation and Maintenance of the Los Feliz Golf Cafe Concession between the City of Los Angeles and AM Best Food, Inc.
- 2) Report No. 18-132

AGREEMENT  
FOR THE REDEVELOPMENT, OPERATION AND MAINTENANCE OF  
LOS FELIZ GOLF COURSE  
FOOD AND BEVERAGE CONCESSION

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

AM BEST FOOD, INC.

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**AGREEMENT FOR REDEVELOPMENT, OPERATION AND MAINTENANCE OF A  
FOOD & BEVERAGE CONCESSION**

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and AM Best Food, Inc. (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing food and beverage services including the sale of alcoholic beverages at Los Feliz Golf Course Cafe (hereinafter "CONCESSION"); and

**WHEREAS**, the CITY finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks available personnel in its employ with sufficient expertise to undertake these specialized services; and

**WHEREAS**, the CITY finds, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the redevelopment, operation and maintenance of this CONCESSION; and

**WHEREAS**, RAP found it is necessary to utilize a standard request for proposal process and to evaluate proposals received based upon the criteria included in a Request for Proposal (RFP); and

**WHEREAS**, RAP advertised for proposals for the redevelopment, operation and maintenance of the CONCESSION, to include providing food, beverage and related services to the public; and

**WHEREAS**, RAP received and evaluated three proposals which were received on March 1, 2018, and

**WHEREAS**, AM Best Food, Inc. was scored as the highest-ranked proposer, and selected to provide food, beverage and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, CONCESSIONAIRE desires to enter into this AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at Los Feliz Golf Course Cafe.

**NOW THEREFORE**, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

**SECTION 1. DEFINITIONS**

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set for:

AGREEMENT: This Concession Agreement consisting of thirty-one (31) pages and fourteen (14) exhibits (A-N) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: City of Los Angeles, acting by and through its Department of Recreation and Parks.

CONCESSION: Los Feliz Golf Course Food and Beverage Concession

CONCESSIONAIRE: AM Best Food, Inc.

FACILITY: Los Feliz Golf Course

GENERAL MANAGER: General Manager of RAP, or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.

LAAC: Los Angeles Administrative Code

LAMC: Los Angeles Municipal Code

PREMISES: The geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated.

RAP: Department of Recreation and Parks

STANDARD PROVISIONS: Standard Provisions for City Contracts (Rev. 10/17 V.3), attached hereto as "Exhibit A" and incorporated herein.

## **SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION to sell food and beverages and offer related services as approved by the GENERAL MANAGER. Value-priced meals; pre-prepared and packaged items; and beverages for quick take-away service will also be available. Designated space authorized for use and activities by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

The CONCESSION rights herein granted shall be carried on at the FACILITY solely within the limits and confines of said areas designated as PREMISES (SECTION 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the PREMISES in any manner which might interfere with the recreational uses of the FACILITY.

While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the CONCESSION PREMISES, this exclusive right does not prohibit private parties from



preparing or bringing their own food and drinks to the golf course. Nor does it prohibit RAP from hiring outside caterers for RAP-hosted tournaments and junior events.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee at the FACILITY regarding the services to be offered or products to be sold by respective concessionaires or lessees, RAP shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

RAP reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance, however RAP shall consider the desire and views of CONCESSIONAIRE.

### **SECTION 3. PREMISES**

The PREMISES (Exhibit B) subject to this AGREEMENT are located at: 3207 Los Feliz Blvd., Los Angeles, CA 90039. The PREMISES shall include the cafe and all, if any, portions of the golf course that the GENERAL MANAGER, by express written consent, approves for offering food and beverage service, and mobile solutions. Location of PREMISES are set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP. City shall deliver PREMISES to Concessionaire in “as is” condition.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

### **SECTION 4. TERM OF AGREEMENT**

The term of the AGREEMENT shall be ten years with one five-year extension option exercisable at the sole discretion of RAP’s General Manager, effective on [INSERT COMMENCEMENT DATE]. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

### **SECTION 5. OPERATING RESPONSIBILITIES**

CONCESSIONAIRE shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. **Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area [at least twenty-five (25) feet] clean and sanitary at all times. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as

often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main dumpster during the term of this AGREEMENT.

CONCESSIONAIRE shall be responsible for the abatement of any graffiti at the PREMISES.

**B. Conduct**

CONCESSIONAIRE and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the satisfaction of RAP.

**C. Disorderly Persons**

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

**D. Non-Discrimination/Equal Employment Opportunity Practices/Affirmative Action**

1. CONCESSIONAIRE, in its CONCESSION operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.
2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 20, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

## E. Personnel

### 1. **Freedom from Tuberculosis**

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONCESSIONAIRE shall provide RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

### 2. **Qualified Personnel**

CONCESSIONAIRE will, in the operation of the CONCESSION, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with RAP. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No person employed by CONCESSIONAIRE, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In the event an employee is not satisfactory, RAP may direct CONCESSIONAIRE to remove that person from the PREMISES.

### 3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP, a Concession Manager of CONCESSIONAIRE'S operations at the FACILITY.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within three business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

### 4. **Approval of Employees, Volunteers and Subcontractors**

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on

PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction.

#### **F. Menu and Pricing**

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.
2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.
3. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement).
4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables, bottled water, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, and providing healthy snacks as defined by the Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(b), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.
5. CONCESSIONAIRE shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. CONCESSIONAIRE shall attempt to use only artificial trans-fat free prepackaged food items.
6. CONCESSIONAIRE shall offer a value-priced express menu for golfers, which

includes at least two meal choices for breakfast and lunch with priority for speed of service.

7. CONCESSIONAIRE shall offer pre-set bulk menus with prices for golf tournaments.
8. CONCESSIONAIRE will implement the proposed plan based on the Good Food Purchasing Program from the Los Angeles Food Policy Council as approved by RAP and shall comply with the terms of the Good Food Purchasing Program (Exhibit D). All food/beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.
9. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All menu items kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

10. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSIONION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs.
11. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

**G. Diversion of Business**

CONCESSIONAIRE shall not divert, cause, allow, or permit to be diverted any business from the PREMISES and shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under this AGREEMENT.

**H. Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSIONION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property, except for equipment detailed in Section 6.

As a courtesy, CITY shall at no cost to CONCESSIONAIRE, provide certain equipment (which shall remain the property of CITY) as specified in the City-Owned Equipment List (Exhibit E). The CITY reserves the right to remove or salvage any and all items of City-Owned Equipment. CITY shall not be responsible for the replacement or repair of said

items. No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of RAP.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own personal property, but not improvements or RAP property, from the PREMISES and shall be allowed a period of three (3) calendar days to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

**I. Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or RAP, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by RAP, together with all of the fixtures, plate and mirror glass, appliances, countertops and kitchen cabinetry, indoor and outdoor furniture and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacement of all equipment shall be performed at the sole expense of CONCESSIONAIRE. CONCESSIONAIRE may elect to not use RAP-owned equipment, with prior written consent of RAP.

**J. Claims for Labor and Materials**

The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports, documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**K. Signs and Advertisements**

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

CONCESSIONAIRE shall place a public notice that CONCESSIONAIRE operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints should be referred directly to CONCESSIONAIRE.

At FACILITY, CONCESSIONAIRE shall provide the following credit, or as proportions of signage allow, similar credit as approved by RAP in writing:

“In Collaboration with the City of Los Angeles Department of Recreation and Parks.”

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays on the PREMISES and in connection therewith, shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

RAP may, at its discretion, install umbrellas or canopy shade structures bearing the City's or RAP logo. Said umbrellas or canopy shade structures shall be provided by RAP at no cost to

CONCESSIONAIRE. RAP-issued umbrellas and/or canopy shade structures shall remain City property and shall be returned to RAP upon the expiration or earlier termination of this AGREEMENT.

**L. Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, and shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers. CONCESSIONAIRE will pay directly for gas, electrical, telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE. CONCESSIONAIRE must install electrical sub-meters if necessary.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances where damage to any utility service line is caused by CONCESSIONAIRE, its employees, contractors, sub-contractors, suppliers, agents, or invitees, CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages occasioned thereby.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES.

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP.

**M. Vending Machines**

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of RAP. RAP shall have the right to order the immediate removal of any unauthorized machines.

**N. Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit F) - (see SECTION 20, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to

correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

**O. Environmental Sensitivity**

CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with RAP policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

**P. Fund Raising Activities**

CONCESSIONAIRE is expected to cooperate with RAP personnel on all matters relative to fund-raising and/or special events at the discretion of RAP.

**Q. Community Outreach**

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

**R. Amplified Sound**

No amplified sound is permitted by CONCESSIONAIRE, without prior approval from RAP.

**S. Security**

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

**T. Quiet Enjoyment**

RAP agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

**U. Receipts**

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Unit (213) 202-3280."

**SECTION 6. CAPITAL IMPROVEMENTS, EQUIPMENT, AND MID-TERM REFURBISHMENT**

CONCESSIONAIRE shall spend the following amounts on the following items at the CONCESSION as further detailed below and in this Section 6 and as approved by RAP (the "Redevelopment



Project”):

New Construction and Improvements	\$300,000
Furniture, Fixtures and Equipment	\$155,077
Architectural, Engineering	\$ 15,000
-----	
Subtotal:	\$470,077
Proposed Expanded New Construction and Improvements	\$250,000*
-----	
Total:	\$720,077

\*The amount for Proposed Expanded New Construction and Improvements is an approximation based on CONCESSIONAIRE’S survey of the existing space. The actual amount spent may differ based upon the reasonable final determination of CONCESSIONAIRE.

CONCESSIONAIRE shall invest a minimum of (Three Hundred Thousand Dollars (\$300,000) in New Construction and Improvements, One Hundred Fifty-Five Thousand, Seventy-Seven Dollars (\$155,077) in Furniture, Fixtures and Equipment, and Fifteen Thousand Dollars (\$15,000) in Architectural, Engineering expenses as part of the Redevelopment Project. This Four Hundred Seventy Thousand, Seventy-Seven Dollars (\$470,077) minimum investment for the Redevelopment Project must be spent by the CONCESSIONAIRE within the time specified in this Section or the CONCESSIONAIRE will promptly pay the unspent difference to RAP.

In addition to the minimum capital investments of Four Hundred Seventy Thousand, Seventy-Seven Dollars (\$470,077), CONCESSIONAIRE shall perform the Proposed Expanded New Construction and Improvements (“Expanded Improvements”) estimated at Two Hundred Fifty Thousand Dollars (\$250,000) as part of the Redevelopment Project. This amount is an approximation based on estimation from the CONCESSIONAIRE.

CITY shall provide reimbursement up to One Hundred Forty-Nine Thousand Dollars (\$149,000), or half of the amount spent by CONCESSIONAIRE on the Proposed Expanded New Construction and Improvements, whichever is lower (“RAP Contribution”). The RAP Contribution shall be made through rent credit on monthly rent due by CONCESSIONAIRE to CITY under this AGREEMENT. The monthly amortization amount shall consist of one-half of the monthly rent payment due and shall commence after RAP has verified that the Expanded Improvements are completed as proposed and RAP is satisfied with the quality of work; and paid invoices by CONCESSIONAIRE for all Redevelopment Project have been received and verified by RAP. All new construction and improvements or substitutions permitted by RAP as part of the Redevelopment Project shall become the property of RAP and CONCESSIONAIRE shall ensure that title to all such new construction and improvements shall be vested in RAP.

CONCESSIONAIRE shall complete the Redevelopment Project, including all capital improvements listed below, within one year from contract execution and as further refined and approved by CITY.

**A. Capital Improvements**

CONCESSIONAIRE shall undertake and complete the following improvements as part of the Redevelopment Project:

- Cash transaction counter - remodeled and compliant with the Americans with Disabilities Act (ADA)

- Repaint exterior and interior; new flooring inside dining room
- New furniture and seating to the above
- New plumbing throughout
- Obtain all necessary permits
- Provision of Wi-Fi (up to 80% of the maximum capacity of customers will be able to access Wi-Fi simultaneously with a concurrent download speed of 3 megabits per second.)
- Installation of a walk-in cooler
- Replacement/relocation of the range and hood, and cooking area expanded
- Construction of a new bar with new refrigeration
- Construction of a new outdoor seating area on street side of the café, located north of the east entrance walkway, running toward the north end of the property. This garden patio to include umbrellas for shade and have perimeter bushes. The perimeter bushes shall allow access to water valves for maintenance.
- The existing outdoor seating area on street side of the café, located south of the east entrance walkway, to receive a raised wood deck.
- Reconstruct and enlarge (floor space and ceiling height), the existing covered dining area facing the golf course. Install air conditioning to this space. The dining area to have a finished ceiling and floor; and feature clear, folding, perimeter doors.
- New pathway connecting café's interior to the patio facing putting green, maintaining original architectural design.
- Relocate and increase size of two existing restrooms. The new restrooms to be ADA compliant and feature stall dividers and doors for privacy so restrooms can accommodate simultaneous users.

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, not completed as stipulated, or not completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in SECTION 14, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified above, or as prescribed by RAP, shall subject CONCESSIONAIRE to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit.

RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

Improvements by CONCESSIONAIRE to the PREMISES are subject to:

**1. Compliance with Applicable Rules and Regulations**

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or

CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with CONCESSIONAIRE.

### **2. Procurement of Permits and Approvals**

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of equipment, and interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE's obtaining of said permits and approvals.

### **3. Subcontractors**

CONCESSIONAIRE shall require by any contract that it awards in connection with structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to RAP evidence of required insurance coverage.

## **B. Equipment Investments**

As part of the Redevelopment Project, CONCESSIONAIRE shall purchase new equipment valued at One Hundred Fifty-Five Thousand, Seventy-Seven Dollars (\$155,077) and listed in Exhibit G within one year of contract execution. All new equipment (Exhibit G) or substitutions permitted by RAP shall become the property of RAP, and CONCESSIONAIRE shall ensure that title to all such new equipment shall be vested in RAP.

## **C. Mid-Term Refurbishment**

CONCESSIONAIRE shall spend Forty Thousand Dollars (**\$40,000**) and perform the following Mid-Term Refurbishments **during the term of the AGREEMENT** in order to maintain operations in a safe, clean, attractive environment:

- Restaurant building total fresh paint inside/out (Approximate cost \$10,000).
- New outside all around restaurant facilities Landscape and Gardening (Approximate cost \$5,500).
- New energy efficient A/C unit (Approximate cost \$14,000).
- New flooring (Approximate cost \$10,500).

RAP shall have reasonable discretion to schedule the Mid-Term Refurbishments with CONCESSIONAIRE to ensure the \$40,000 is spent within the term of the AGREEMENT; and consider or recommend refurbishment substitutions upon inspections of the PREMISES to ensure refurbishments are best suited. CONCESSIONAIRE must submit proof of payments to RAP for the Mid-Term Refurbishments performed. \$40,000 must be spent on the CONCESSION for Mid-Term Refurbishments during the initial term of this AGREEMENT, or CONCESSIONAIRE shall pay the unspent difference to RAP after the initial term of the AGREEMENT. In the event that the proposed dollar amount listed above is not sufficient to complete the refurbishments specified by CONCESSIONAIRE, CONCESSIONAIRE is responsible for the additional costs. All Mid-Term Refurbishments listed above or substitutions permitted by RAP shall become the property of RAP

and CONCESSIONAIRE shall ensure that title to all such refurbishments shall be vested in RAP. All midterm refurbishments shall not be considered part of the Redevelopment Project.

## **SECTION 7. HOURS / DAYS OF OPERATION**

The CONCESSION must operate the CONCESSION 365 days a year. CONCESSIONAIRE shall coordinate hours of operation with RAP to coincide with golf operations.

Minimum hours of operations are thirty minutes before the first tee-time until thirty minutes after sunset. After completion of the Redevelopment Project, additional hours of operation are:

Sunday – Thursday	open to 10:00 PM
Friday – Saturday	open to 12:00 midnight.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER.

CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be changed without prior written approval of RAP. Any deviation from such days and hours shall be subject to the prior written approval of RAP.

## **SECTION 8. MINIMUM ANNUAL GUARANTEE AND MONTHLY RENTAL PAYMENT**

### **A. Minimum Annual Guarantee**

The Minimum Annual Guarantee owed by CONCESSIONAIRE to RAP for the CONCESSION (MAG) is Seventy-Seven Thousand Dollars (\$77,000) for year one of the Contract; equaling Six Thousand Four Hundred Sixteen Dollars and Sixty-Seven Cents (\$6,416.67) per month. The MAG for years two through ten is the greater of 103% of the previous year's MAG or Ninety Percent (90%) of the actual paid rent for the previous contract year. Each subsequent year's MAG shall be determined at the conclusion of the previous contract year. MAG for years eleven through fifteen shall be negotiated if the five year extension option is exercised.

### **B. Rental Payment Calculation**

As part of the consideration for RAP's granting the CONCESSION rights herein above set forth, CONCESSIONAIRE shall pay to RAP on a monthly rental payment as detailed below:

During closure of the CONCESSION for the Redevelopment Project approved by RAP, temporary food and drink service shall be provided outside the café construction work area. The MAG will be waived during this period, not to exceed six months and payment to RAP shall be:

- Ten percent (10%) of gross receipts on all sales of food and non-alcoholic beverages and twelve and one-half percent of alcoholic beverages.

Six months after closure of CONCESSION or upon completion of the Redevelopment Project and re-opening of the café, whichever is earlier, the greater of:

- One-twelfth of the Minimum Annual Guarantee.

Or

- Ten percent (10%) of gross receipts on all sales of food and non-alcoholic beverages and twelve and one-half percent (12.5%) on gross receipts of all sales on alcohol.

Refer to SECTION 8.D for the definition of "Gross Receipts."

RAP shall reimburse CONCESSIONAIRE up to One Hundred Forty-Nine Thousand Dollars (\$149,000), or half of the amount spent by CONCESSIONAIRE on Proposed Expanded New Construction and Improvements, whichever is lower, and which shall be made through rent credit on monthly rent due to CITY, consisting of one-half of the monthly rent payment due, as detailed in SECTION 6.

**C. Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Revenue Report (Exhibit H) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Concessions Division  
P. O. Box 86328  
Los Angeles, CA 90086

**D. Gross Receipts Defined**

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales tax, use tax, or excise tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the CONCESSION;
6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
9. Fair market trade-in allowance, in the event merchandise is taken in trade;
10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

CONCESSIONAIRE shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

12. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;
13. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser;
14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.

**E. Monthly Revenue Reports**

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit H) for the month for which a payment is submitted.

**F. Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that RAP will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, CONCESSIONAIRE agrees to pay RAP a late fee set forth below to compensate RAP for all expenses and/or damages and loss resulting from said late or delinquent payments.

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

The acceptance of late payments by RAP shall not be deemed as a waiver of any other breach by CONCESSIONAIRE of any term or condition of this AGREEMENT other than the failure of CONCESSIONAIRE to timely make the particular payment so accepted.

- G. **Compliance with Identity Theft Laws and Payment Card Data Security Standards:** CONCESSIONAIRE agrees to comply with all Identity Theft Laws including without limitation, Laws related to: 1) Payment Devices; 2) Credit and Debit Card Fraud; and 3) the Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers. CONCESSIONAIRE also agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS). During the performance of any service to replace, install, program or update Payment Devices equipped to conduct Credit or Debit Card transactions, including PCI DSS services, CONCESSIONAIRE agrees to verify proper truncation of receipts in compliance with FACTA. CONCESSIONAIRE understands that failure to ensure proper truncation will result in the imposition of liability and defense costs that may arise out of consequent litigation.

## **SECTION 9. ADDITIONAL FEES AND CHARGES**

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by RAP for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should RAP elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

## **SECTION 10. INSURANCE**

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit I); and

follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit I).

## **SECTION 11. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

### **A. Interior of Premises**

#### **1. Areas to be maintained by CONCESSIONAIRE:**

CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by RAP or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as buildings, fences, posts, signs, electrical hook-ups, plumbing, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and plumbing maintenance in the interior of the PREMISES, such as lighting fixtures, sinks, and faucets; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or RAP property.

CONCESSIONAIRE shall clean and restock all shared restrooms every day after 1:00 p.m. until closing. RAP will provide paper goods and hand soap. CITY shall clean and stock the restroom from morning until 1:00 p.m. daily.

#### **2. Duties:**

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and interior painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and plumbing maintenance in the interior of the premises, such as light fixtures, toilets, and faucets.

### **B. Exterior of Premises and Common Passageways**

RAP shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by RAP which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, RAP shall be



responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with debris from all operations.

**C. Correction of Conditions Leading to Damage**

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of RAP, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand. If, for any reason, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

**D. Property Damage and Theft Reporting**

CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit J) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. Blank forms for this purpose shall be provided by RAP.

**E. Damage or Destruction to Premises**

**1. Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by RAP at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expense incurred in making such repairs.

**2. Extensive Damage**

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by RAP at its own cost and expense and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges will not abate and CONCESSIONAIRE shall be responsible for the cost and expenses incurred in making such repairs.

**3. Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, RAP shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder

shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and RAP may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying RAP rent as determined above during the rebuilding of the facility.

4. **Limits of RAP'S Obligation Defined**

In the application of the foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the PREMISES. If RAP chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

Any portion of a building or enclosed structure with walls, roof, and doors, such as the restaurant, storage facilities, banquet facilities, halfway houses, offices and storage containers owned and/or used by CONCESSIONAIRE.

RAP shall be responsible for pest control if pests are found in or on structures or areas maintained by RAP, such as:

1. Open, unfenced areas such as those locations permitted for mobile food if applicable.
2. Shared spaces, starter offices, pro shops, restrooms, and other facilities occupied in part by CONCESSIONAIRE but maintained by RAP.
3. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of RAP. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood

components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety. Concessionaire must abide by any Integrated Pest Management (IPM) Guidelines prescribed by, and at the discretion of, the RAP General Manager,

## **SECTION 12. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the

PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;

9. Allow any sale by auction upon the PREMISES;
10. Permit undue loitering on or about the PREMISES;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

### **SECTION 13. RATIFICATION**

At the request of RAP, and because of the need therefore, CONCESSIONAIRE may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with CONCESSIONAIRE for such services.

### **SECTION 14. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide RAP a sum equal to Seventeen Thousand, Five Hundred Dollars (\$17,500) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

#### **Form of Deposit**

CONCESSIONAIRE'S Deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the order of the City of Los Angeles.

- A. **Agreement of Deposit and Indemnity**  
CONCESSIONAIRE unconditionally agrees that in the event of any default, RAP shall have full power and authority to use the deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.
- B. **Maintenance of Deposit**  
Said Deposit shall be held by RAP during the entire term of the AGREEMENT.
- C. **Return of Deposit to CONCESSIONAIRE**  
Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by RAP in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. RAP reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to RAP by CONCESSIONAIRE as shown by any exit audits performed by RAP, or as compensation to RAP for failure to adhere to or execute the terms and conditions of the AGREEMENT.

## **SECTION 15. TAXES, PERMITS, AND LICENSES**

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.
- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15<sup>th</sup>) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

## **SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 16, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

## **SECTION 17. BUSINESS RECORDS**

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT.

Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three years thereafter.

**A. Employee Fidelity Bonds**

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

**B. Cash and Record Handling Requirements**

If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

**C. Method of Recording Gross Receipts**

CONCESSIONAIRE must install a computerized point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be capable of accepting credit and debit card payments; providing paper receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased. The POS system must be compatible with RAP's golf management and reservation system, be able to produce end of day reports including gross receipts by sales categories, and RAP shall be able to obtain the reports daily through remote communication of the systems.

**D. Annual Statement of Gross Receipts and Expenses**

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. An extension may be granted in writing, prior to the April 30th due date, by RAP, provided sufficient verification of the need for the extension is provided, as accepted by RAP's General Manager or his designee. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

In addition, RAP may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

## **SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES**

### **A. Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity**

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

### **B. Conformance with Laws**

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. **Permissions**

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

D. **Right of Inspection and access to Concession**

CITY, RAP, their authorized representatives, agents and employees shall have the right to enter the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.
3. To ensure quality control and verify the validity of mandatory operating permits

E. **Control of Premises**

RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

F. **Business Inclusion Program**

CONCESSIONAIRE agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms on a level so designated in its proposal, Schedule A (Exhibit K). CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated sub consultants and subcontractors, nor shall CONCESSIONAIRE reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit L) when submitting the Monthly Revenue Report. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit M) and



certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;
  - b. Interview qualified individuals referred by EWDD; and;
  - c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the LAAC, the Awarding Authority shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject CONCESSIONAIRE has violated provisions of the FSHO.

H. **CEC Form 50**

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 attached as Exhibit N. Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code 48.02 shall be deemed nonresponsive.

**Bidder Contributions – City Charter Sections 470(c) (12)**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

I. **CEC Form 55**

CEC Form 55 requires bidders to identify their principals, their subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**SECTION 19. SURRENDER OF POSSESSION**

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to RAP on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or RAP, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of RAP and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of RAP shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

## **SECTION 20. NOTICES**

- A. To RAP:  
Unless otherwise stated in the AGREEMENT, written notices to RAP hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Concession Unit  
P.O. Box 86328  
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP Concessions Analyst.

RAP shall provide CONCESSIONAIRE with written notice of any address change within thirty (30) days of the occurrence of said change.

- B. To CONCESSIONAIRE:  
The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail, or transmitted via email by RAP. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

AM Best Food, Inc.  
Mais (Mike) Azarian  
3207 Los Feliz Blvd.  
Los Angeles, CA 90039

[myinfoplace2003@yahoo.com](mailto:myinfoplace2003@yahoo.com)

CONCESSIONAIRE shall provide CITY with written notice of any address change within thirty (30) days of the occurrence of said address change.

## **SECTION 21. INCORPORATION OF DOCUMENTS**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev. 10/17 V.3)  
B. Concession Premises Map  
C. Proposal submitted by AM Best Food, Inc. on 3/1/18 in response to RFP CON-G17-007

- D. Good Food Purchasing Program (Rev. 9/17)
- E. City-Owned Equipment List
- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. New Equipment to be Purchased by Concessionaire
- H. Monthly Revenue Report
- I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- J. Special Occurrence and Loss Report
- K. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- L. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- M. Schedule C, Final Subcontracting Report
- N. CEC Form 50, Bidder Certification

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M, and 15) Exhibit N.

*(Signature Page to Follow)*

**IN WITNESS WHEREOF, THE CITY OF LOS ANGELES** has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks and **CONCESSIONAIRE** has executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

AM BEST FOOD, INC.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Title: \_\_\_\_\_

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

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Deputy City Attorney

Business Tax Registration Certificate Number: \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number: \_\_\_\_\_

AGREEMENT Number: \_\_\_\_\_

**BOARD REPORT**

NO. 18-132

DATE: July 11, 2018

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: LOS FELIZ GOLF CAFE CONCESSION – AUTHORIZE STAFF TO NEGOTIATE CONCESSION AGREEMENT

A.P. Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>

  
 \_\_\_\_\_  
 General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve the selection of AM Best Food, Inc. as the highest ranked and best qualified proposer from the Request for Proposal (RFP) process for the Los Feliz Golf Cafe Concession in accordance with the staff recommendations and details set forth in this Report.
  
2. Authorize Department of Recreation and Parks (RAP) staff to negotiate the terms and conditions of a concession agreement with AM Best Food, Inc. for the Los Feliz Golf Café Concession for a period of ten years with one five-year extension option exercisable at the General Manager’s sole discretion, subject to review and approval by the Board of Recreation and Park Commissioners (Board), Mayor, and City Attorney as to form.

SUMMARY

The Los Feliz Golf Café (Concession) is part of the 9-hole, par-3 Los Feliz Golf Course complex located at 3207 Los Feliz Blvd., Los Angeles, CA 90039. The Concession features unique converted-bunker architecture, serves food and beverage including beer, and has a large covered patio with beautiful views of the golf course.

The Concession is currently operated under the terms of Concession Agreement No. 261, between the City of Los Angeles and AM Best Food, Inc. (AMBF) which commenced on July 23, 2009 for a one year term with two one-year extension options. Both options were exercised and AMBF continues to operate the Café under the original Agreement on a month-to-month basis.

In 2017, the Concession generated annual gross receipts of Six Hundred Seventy-Seven Thousand, Seven Hundred Twenty One Dollars (\$677,721) which produced revenue share to RAP of eight percent (8%) totaling Fifty-Four Thousand, Two Hundred and Sixty-Eight Dollars (\$54,268).

## BOARD REPORT

PG. 2 NO. 18-132

### OVERVIEW OF RFP PROCESS

On October 17, 2017, RAP released a Request for Proposal (RFP) for the redevelopment, operation, and maintenance of eight golf course food and beverage concessions throughout the City. The eight locations were bundled into six available packages and Los Feliz was a stand-alone package. Advertisement was conducted on websites at Food-Management.com (FM) and Nation's Restaurant News (NRN); E-mail to recipients of FM, NRN, and Restaurant Hospitality; on Los Angeles Business Journal, on RAP's website, on the Los Angeles Business Assistance Virtual Network (LABAVN), and by correspondence to interested parties on a list maintained by RAP.

On February 13, 2018, RAP received three proposals from AMBF, PEK Concessions, Inc. (PEK), and Monterey Concessions (Monterey). RAP reviewed each proposer's background and experience, financial capacity; and compliance with City contracting procedures to ensure conformance with the RFP's Level I requirements. Each of the responses passed the Level I review and advanced to Level II.

A three-member evaluation panel (Panel) consisting of staff with golf course and concessions experience conducted the Level II review, which entailed a comprehensive assessment of each firm's written proposal and in-person interviews. At the conclusion of all interviews, the Panel deliberated, ranked, and scored proposers in conformance with the Level II scoring criteria. The maximum number of points possible was one hundred, distributed across the following five categories: Capital Investment, Business Plan, Compensation Plan, Experience & References, and Management & Operations. Scores for each proposer per category are detailed in Attachment A.

The panel unanimously scored AMBF as the highest ranked and best qualified proposer, with an average score of 94.67. PEK scored 84.33 and Monterey scored 72.

### DISCUSSION

The RFP's primary objectives were to solicit qualified concessionaires who would provide:

- Food and beverage service at designated golf courses 365 days a year.
- A vibrant, relaxed dining experience for golf course patrons and the general public.
- High quality food served with minimum wait times at affordable prices.
- Five star customer service.
- A fair and respectful employment environment.
- Improvements and equipment required to operate the concessions.

A detailed breakdown of each category is described below:

#### **Capital Investment (Maximum 25 points)**

The RFP required restoration, upgrades, and enhancement to RAP's aging golf eatery infrastructures. Proposers were instructed to submit a description of planned improvements,

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estimated costs, financial plan, and indicate the source of funding. A phasing plan and plan for service while improvements are underway were required. All locations require a full service kitchen serving freshly prepared foods and bar serving alcohol, non-alcoholic beverages and snacks. Wi-Fi connectivity meeting RAP's standards is also required for patron access and use.

AMBF proposed the highest Capital Investment. The capital improvement highlights from AMBF, many which are beyond the minimum required in the RFP, include the addition of a walk-in cooler, relocation of the kitchen cook line, build-out of an interior bar, new paint inside and out, new flooring indoors and on patio, and construction of a new patio on street side of the café. This new patio will be partially covered and shade umbrellas will also be featured. Planters and glass partitions will be placed for dust and noise reduction to create a pleasant outdoor dining atmosphere. The restrooms will be remodeled with new paint, toilet partitions, new fixtures, and updated to Americans with Disabilities Act of 1990 (ADA) standards. All capital improvements are planned within the first year. Renderings of the proposed improvements by AMBF are included as Attachment B of this report. The table below illustrates the capital investments proposed by each proposer. It should be noted that the RFP did not stipulate a minimum dollar amount for capital investment. Rather a minimum scope of work was specified, which AMBF will be contractually obligated to complete even if the investment amount exceeds the proposed dollar amount.

	AM Best Food	PEK	Monterey
Capital Investment	\$470,077	\$125,000	\$100,000
Mid-Term Refurbishment	\$40,000	\$25,000	\$40,000
<b>TOTAL INVESTMENT COMMITMENT</b>	<b>\$510,077</b>	<b>\$150,000</b>	<b>\$140,000</b>

### Business Plan (Maximum 20 points)

A Proposer's Business Plan was to describe how they will meet the objectives of the RFP including menu concepts reflecting the cultural diversity of golf clientele and surrounding communities, compliance with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines, menu pricing, hours of operation, sales and marketing plans, community outreach, and possible partnerships. Proposers were encouraged to propose additional amenities and were required to submit a Pro Forma financial statement.

AMBF scored highest in this category with their proposed food delivery to golfers on the course; special evening menu offered to a younger crowd for craft beers, wine, and hip gastro-pub dishes; obtaining a full liquor license for service at the bar and patios; beer garden and special beer garden menu, background music; and smart phone application (app) for golfers on the course to order food quickly and easily.

The extended hours after completion of remodeling and capital improvements are Sunday – Thursday: 6:30 AM to 10:00 PM and Friday/Saturday: 6:30 AM – 12:00 midnight. Capturing an evening audience is an important focus of AMBF to appeal to the City's growing millennial audience.

AMBF's financial projections, sources of funding, and financial documentation are sound for the



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scope of their projects under this proposal.

AMBF has demonstrated and will continue partnership and goodwill to the community. AMBF has received a letter of mutual support from the Los Angeles Parks Foundation, and a Certificate of Appreciation from the Leukemia & Lymphoma Society. During the December 2017 Southern California wildfires, AMBF invited firefighters for a free lunch menu in appreciation for their service to the community.

AMBF proposed new dynamic updated menus featuring many choices for breakfast (e.g. eggs, pancakes, omelets), lunch (e.g. hand crafted burgers, hot/cold sandwiches, fresh made pizza), dinner (i.e. seafood, chicken, steak, lamb), healthy options (e.g. vegetarian choices and salad selections), bar selection (e.g. bottled and tap beers, wine, featured cocktails), and a special Beer Garden menu (e.g. tacos, quesadillas, salads, wings, sausages, burgers, sandwiches). AMBF will compliment RAP's golf programs with themed tournament food packages (e.g. breakfast, boxed lunch, specialty buffets). The proposed menus may be found as Attachment C of this report.

AMBF, along with the other proposers, understand the importance of social media presence and digital marketing; and will also bring free Wi-Fi service to this Concession.

AMBF is currently working toward membership with Green Restaurant Association, a national non-profit founded in 1990 whose mission is to shift the restaurant industry toward ecological sustainability. Standards cover waste management, recycling, energy and water use, food and chemicals.

### **Compensation (Maximum 20 points)**

Under the RFP, the fee to operate the concession is the greater of a Minimum Annual Guarantee (MAG) or a percentage of gross receipts as proposed in the categories of food and non-alcoholic beverages, and separate percentage for alcohol. The minimum acceptable MAG set by RAP for this concession is \$70,000. RAP also set the minimum acceptable MAG for years two through ten as the greater of 103% over the previous year's MAG, or 90% of the actual paid rent for the previous contract year.

PEK proposed the highest Year 1 Minimum Annual Guarantee (MAG); the highest revenue share percentage in both Food & Non-Alcoholic Beverages; and near-highest Alcohol Beverages, with AMBF earning the highest score in this category. PEK scored second highest in this category.

	AM Best Food	PEK	Monterey
Minimum Annual Guarantee	\$77,000	\$82,800	\$72,000
Food & Non-Alcoholic Beverages	10%	12%	10%
Alcoholic Beverages	12.5%	12%	10%

### **Experience & References (Maximum 15 points)**

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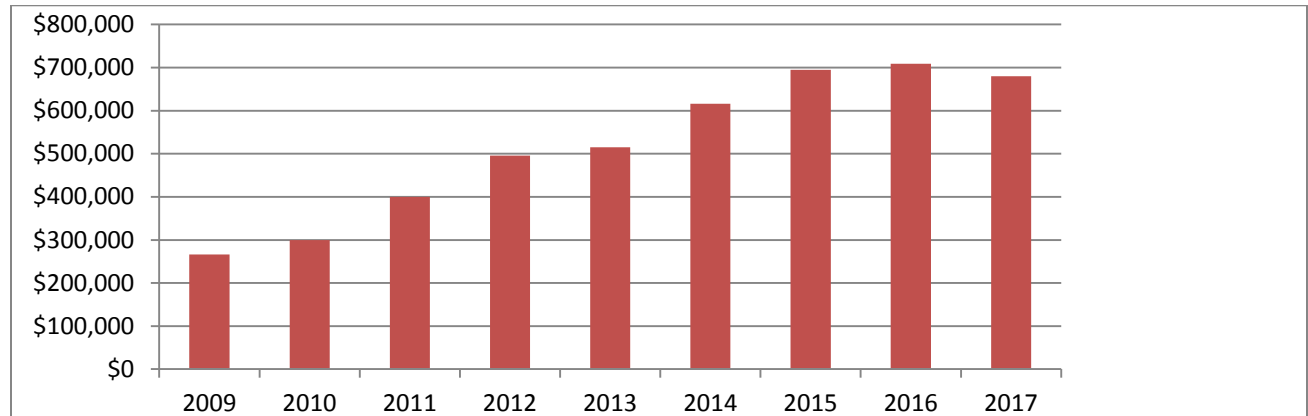
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The RFP required proposers for this concession have at least three years of experience in the last five years actively operating and managing a similar business generating annual sales of at least \$500,000. On-site managers are required to have ten years' experience in food and beverage management.

Monterey received the highest average in this category for their years in food service, numerous locations, and letters of recommendation from entities outside the City. AMBF was a close second. For nine years AMBF has worked closely with RAP. During this period gross sales have more than doubled and revenue share with the City has increased.

### Performance by AM Best Food:

Year	2009	2010	2011	2012	2013	2014	2015	2016	2017
Gross	\$264,076	\$297,585	\$397,695	\$493,865	\$512,956	\$613,831	\$692,533	\$706,892	\$677,721



RAP also recognizes AMBF for taking initiative to replace City-Owned equipment and place profits back into the concession to keep it safe, clean, attractive, and in good working order while operating month-to-month on an expired agreement. AMBF has had a very cooperative working relationship with RAP. In addition to RAP's positive experience working with AMBF, they have provided several business/financial references and letters of appreciation.

### Management & Operations (Maximum 20 points)

Proposers were instructed to provide information relating to their management structure and operations plan toward a high quality concession. This included organizational structure, staffing plan, customer service plan, employee training, and facility maintenance plan.

AMBF received the highest score. Key management includes 28 years of combined food management experience in the Los Feliz Golf Café and other local restaurant and banquet hall locations. On an ongoing basis, AMBF is using the talents of Mr. Ody Milton who served as National Director of Catering for Specialty Restaurants and West Coast Regional Director of Food and Beverage Operations for American Golf's private clubs division overseeing 33 golf food and beverage operations. Mr. Milton also has over 15 years' experience as a professor providing instruction on culinary and hospitality operations management.

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Training and Customer Service concepts from AMBF are sound. For example, they provide a “Guarantee Promise” to their customers, which states, “If not completely satisfied - an offer for a complimentary voucher to return and give us another opportunity to serve you at no charge.”

AMBF is committed to facility maintenance by regular inspection and needed replacement of the commercial equipment, and diligent pest control from professional services to ensure a clean functioning operation.

### CONCLUSION

AMBF has a successful track record operating the Los Feliz Golf Café and presented the most qualified proposal. Therefore, RAP staff recommends that the Board authorize RAP staff to negotiate the terms and conditions of a concession agreement with AMBF.

### CONCESSION AGREEMENT DEVELOPMENT

Upon Board Approval, staff will negotiate and finalize the terms and conditions of a concession agreement with AMBF, consistent with the terms set forth in the RFP, and present the final concession agreement to the Board for award and approval.

### ENVIRONMENTAL IMPACT STATEMENT

Staff will include environmental review and include CEQA determination as part of the Board's consideration of a contract award.

### FISCAL IMPACT STATEMENT

There is no fiscal impact to RAP's General Fund which will result from this Board action.

This Report was prepared by Stanley Woo, Management Analyst II, Finance Branch, Concessions Unit.

### LIST OF ATTACHMENTS

- A) Proposal Score Results
- B) Renderings of Proposed Improvements
- C) AM Best Food Café Menus and Tournament Packages

Golf Food and Beverage RFP  
Proposals/Interviews for Los Feliz Cafe  
April 10, 2018  
Score Results

	<b>AM Best Food, Inc.</b>		<b>PEK Concessions, Inc.</b>		<b>Monterey Concessions</b>	
	Points Rec'd		Points Rec'd		Points Rec'd	
1. Capital Investment (25 points possible)	Panelist 1	24	Panelist 1	18	Panelist 1	10
	Panelist 2	25	Panelist 2	17	Panelist 2	10
	Panelist 3	24	Panelist 3	19	Panelist 3	11
<b>Avg. Points Rec'd and Subtotal:</b>	<b>24.33</b>	<b>73</b>	<b>18.00</b>	<b>54</b>	<b>10.33</b>	<b>31</b>
2. Business Plan (20 points possible)	Panelist 1	18	Panelist 1	15	Panelist 1	15
	Panelist 2	19	Panelist 2	19	Panelist 2	15
	Panelist 3	19	Panelist 3	18	Panelist 3	15
<b>Avg. Points Rec'd and Subtotal:</b>	<b>18.67</b>	<b>56</b>	<b>17.33</b>	<b>52</b>	<b>15.00</b>	<b>45</b>
3. Compensation Plan (20 points possible)	Panelist 1	19	Panelist 1	20	Panelist 1	15
	Panelist 2	17	Panelist 2	20	Panelist 2	15
	Panelist 3	18	Panelist 3	20	Panelist 3	16
<b>Avg. Points Rec'd and Subtotal:</b>	<b>18.00</b>	<b>54</b>	<b>20.00</b>	<b>60</b>	<b>15.33</b>	<b>46</b>
4. Experience & References (15 points possible)	Panelist 1	15	Panelist 1	10	Panelist 1	15
	Panelist 2	14	Panelist 2	12	Panelist 2	15
	Panelist 3	14	Panelist 3	12	Panelist 3	15
<b>Avg. Points Rec'd and Subtotal:</b>	<b>14.33</b>	<b>43</b>	<b>11.33</b>	<b>34</b>	<b>15.00</b>	<b>45</b>
5. Management & Operations (20 points possible)	Panelist 1	20	Panelist 1	17	Panelist 1	15
	Panelist 2	19	Panelist 2	18	Panelist 2	18
	Panelist 3	19	Panelist 3	18	Panelist 3	16
<b>Avg. Points Rec'd and Subtotal:</b>	<b>19.33</b>	<b>58</b>	<b>17.67</b>	<b>53</b>	<b>16.33</b>	<b>49</b>
<b>Total Points</b>		<b>284</b>		<b>253</b>		<b>216</b>
<b>Average Score</b>		<b>94.67</b>		<b>84.33</b>		<b>72.00</b>
<b>Rank</b>		<b>1</b>		<b>2</b>		<b>3</b>
<b>Total Points from each Panelist</b>	Panelist 1	96	Panelist 1	80	Panelist 1	70
	Panelist 2	94	Panelist 2	86	Panelist 2	73
	Panelist 3	94	Panelist 3	87	Panelist 3	73
<b>Average</b>		<b>94.67</b>		<b>84.33</b>		<b>72.00</b>











## BREAKFAST SERVED ALL DAY EVERY DAY

### *2 - FARM FRESH EGGS ANY STYLE*

with hash browns and toast, \$7.99

your choice of sides; Ham, 3 bacon strips or 3 pork sausages, \$10.99

add corned beef hash, \$1.99

Substitutes: Cottage cheese or Tomatoes

### *CAFÉ PANCAKE BREAKFAST*

1 buttermilk pancake, your choice of Ham, 3 bacon strips or 3 pork sausages, or corned beef hash \$10.99

### *BUTTERMILK PANCAKES*

double stack \$3.95 triple stack \$6.99

### *FRENCH TOAST BREAKFAST*

French toast served with 2 eggs, and choice of ham, bacon or pork sausages \$10.99

### *EGGS BENEDICT*

poached eggs, ham, hollandaise sauce on toasted English muffin, choice of seasonal fruit or hash browns \$10.99

### *EGGS ALASKA BENEDICT*

poached eggs, Alaskan crabmeat, hollandaise sauce on toasted English muffin, choice of seasonal fruit or hash browns \$12.99

### *CORN BEEF HASH BENEDICT*

slow-cooked corned beef brisket, poached eggs and Hollandaise. Served on a grilled English muffin. \$10.99

### *HUEVOS RANCHEROS*

eggs topped with ranchero sauce, served with rice, beans, corn tortilla & topped with crème fraiche \$10.99

### *STEEL-CUT OATMEAL*

served with a side of brown sugar, raisins and milk \$5.99

### *BUILD YOUR OWN OMELETTE*

Four eggs with your selection of 3 items below, served with hash browns and toast \$11.99  
avocado, bell peppers, mushrooms, basil, tomato, onions, spinach, sausage, bacon, ham, chorizo, cheddar, Swiss, jack, feta, mozzarella, pepper jack cheese, chili cheese. Add additional items \$.99 each.

### *LOS FELIZ OMELETTE*

egg white, sliced turkey breast, avocado, cilantro, cherry tomato, onion topped  
with daybreaker salsa \$13.99

## ***BREAKFAST SANDWICHES***

*Served with a choice of fresh fruit, hash browns or black beans*

### ***EGG AND CHEESE***

scrambled eggs, cheese, lettuce, tomato, mayo choice of cheese and toast **\$8.99**

### ***MEAT LOVERS***

choice of bacon, pork sausage or ham **\$10.99** All three meats **\$12.99**

### ***BREAKFAST BURRITO***

scrambled eggs, cheese, hash browns wrapped in a flour tortilla **\$8.99**

choice of one, ham, bacon, pork sausage, or chorizo **\$10.99**

### ***MEAT LOVERS BURRITO***

ham, bacon and pork sausage **\$12.99**

## ***BREAKFAST SIDE ORDERS***

Bacon or Pork Sausage (4pc)	\$3.99	Toast & Jelly	\$1.99
Ham (2pc)	\$3.99	wheat, white, sourdough, rye, English muffin	
Fresh Tomato (3 slices)	\$1.75	Hash Browns	\$3.99
2 Eggs	\$3.50	with cheese and green onion	\$5.50
Bagel and Cream Cheese	\$3.99	Cottage Cheese	\$3.50
Corn Beef Hash	\$4.99	Chorizo	\$3.50
Beef Patty	\$3.95	Beans & Rice	\$3.99

## ***SIDES***

Chicken Tenders	\$6.99	Garden Salad	\$5.99
French Fries	\$3.99	Cole Slaw	\$2.99
Onion Rings	\$4.99	Avocado	\$1.99
Fresh Seasonal Fruit	\$4.95		

## ***SOUP***

*Ask your server about today's selection of homemade soup*

## ***HOT SANDWICHES***

*Choice of French Fries, Onion Rings, Salad, Coleslaw, Fresh Fruit, Homemade Chili or Soup*

### ***PHILLY CHEESE STEAK***

grilled onion, green peppers, mushroom, Swiss cheese on a baguette \$11.99

### ***PASTRAMI***

thinly sliced peppered pastrami, ground mustard, caramelized onions, melted Swiss, pickles on rye bread \$11.99

### ***CHIPOTLE GRILLED CHICKEN & CHEESE***

shredded grilled chicken breast, Swiss gruyere, caramelized onions, chipotle mayo, on toasted Sourdough \$11.99

### ***PATTY MELT***

beef patty, grilled onions, Swiss and cheddar cheeses, Thousand Island dressing on grilled rye or sourdough \$10.99

### ***TUNA MELT***

Seasoned tuna, mayo, chopped celery, pickle relish grilled with choice of cheddar, American, pepper jack or mozzarella cheese, on rye or sourdough breads \$10.99

### ***GRILLED CHEESE***

choice of cheddar, American, pepper jack or mozzarella cheese, on white, rye or sourdough breads \$6.99  
add ham \$1.99

### ***HAND PULLED TURKEY DIP***

slow-roasted turkey breast, Swiss cheese, caramelized onions, creamy horseradish on a baguette roll \$11.99

## ***VEGETARIAN SPECTRUM "EATING GREEN"***

### ***VEGGIE QUESADILLA***

avocado, spinach, mushroom, bell pepper, mozzarella, cheddar cheese in a flour tortilla \$11.99

### ***VEGGIE BURRITO***

avocado, rice beans, mushroom, spinach, bell pepper, cilantro & cheese \$11.99

### ***VEGGIE EGG WHITE OMELETTE***

avocado, mushroom, spinach, bell pepper, onion, tomato \$13.99

### ***VEGAN BURITTO***

Avocado, mushroom, spinach, bell, pepper and Hummus in a wheat tortilla \$12.99

### ***VEGGIE AND TURKEY BURGERS***

See burger section

***DINNER FAVORITES***  
***SMALL PLATES MENU***

***FIG & BLUE CHEESE SALAD***  
candied Pecans, Arugula, & Champagne Vinaigrette ~ 12

***LETTUCE CUPS***  
with Szechuan Glazed Chicken ~ 10

***BABY HEIRLOOM TOMATO SALAD***  
Burrata Cheese and Balsamic Vinaigrette ~ 10

***ROASTED BEET SALAD***  
Goat Cheese & Toasted Pistachios ~ 8

***SKIRT STEAK***  
Grilled Corn, Arugula Salad & Romesco Sauce ~ 12

***SALT AND PEPPER CALAMARI***  
Lemon Zest and Garlic Aioli ~ 9

***PAN SEARED GARLIC PEPPER SHRIMP***  
Creamy Lemon Scented Risotto ~ 13

***SEARED SCALLOPS & ASPARAGAS***  
with Lemon Scented Risotto ~ 13

***JUMBO LUMP CRAB CAKES***  
with Remoulade Sauce ~ 12

***SOUP***

*Homemade Soup of the Day - 5 or Tureen of Classic French Onion Soup - 7*

***BEER SELECTIONS***

***BOTTLE BEER***

Amstel Light, Lager \$6  
Angel's Demise, IPA \$7  
Budweiser, Lager \$6  
Bud Light, Lager \$6  
Coors \$6  
Corona \$7  
Green Flash, Double IPA \$8  
Guinness, Stout \$8  
Samuel Adams, Lager \$8  
Scrimshaw, Pilsner \$7  
Shiner Bock, Bock \$7  
Sierra Nevada, Pale Ale \$7  
Stella Artois, Pilsner \$7  
Tecate \$6

***BEER ON TAP***  
***17 OUNCE \$7.00***

Blue Moon Wheat beer  
Sculpin IPA  
Grapefruit Sculpin IPA  
Indica IPA.  
Modello Especial  
Modello Negra  
Heineken, Lager  
Lagunitas  
Ladyface IPA  
Hop Ninja  
Cream Ale  
Breaker Pale Ale Long Beach  
Great White

***GERMAN BEERS***  
***17 OUNCE \$8.00***

Weihenstephan  
Hacker-Pschoor  
Schneider  
Ayinger Celebrator Doppelbock

## BEER GARDEN MENU

### STARTERS OR WHENEVER YOU WANT IT

#### **SAUSAGE POPPERS \$9**

Jalapeños wrapped in bacon stuffed with breakfast sausage and cream cheese.

#### **FRIED GERMAN PICKLES \$7**

battered and fried slices, served with ranch dressing

#### **SEASONED FRIES \$5**

Fresh cut fries seasoned and served with ketchup

#### **GARLIC PARMESAN FRIES \$7**

basket of fries, lots of garlic, lots of parmesan and parsley.

#### **CILANTRO LIME CHICKEN TACOS \$8**

2 tacos made with grilled chicken, Asian cilantro & ranchero cheese

#### **SOUTHWESTERN QUESADILLA \$12**

black beans, onions, peppers, tomatoes, corn, cilantro, pepper jack cheese w garlic chili powder, sour cream

#### **VEGGIE QUESADILLA \$12**

avocado, spinach, mushroom, bell pepper, mozzarella, cheddar cheese in a flour tortilla

#### **WEDGE SALAD \$6**

iceberg lettuce, topped with crumbled bacon, diced tomatoes, red onions, and bleu cheese dressing

#### **ASIAN GRILLED CHOPPED CHICKEN SALAD \$12**

grilled chicken breast, romaine, Napa cabbage, red bell peppers, snow peas, green onions, shredded carrots, sesame seeds, crisp wonton strips, cilantro and mandarin oranges tossed in honey ginger dressing.

#### **PUB PRETZEL \$7**

large Bavarian pretzel, spicy dijon mustard, sweet bavarian mustard, warm beer cheese

#### **BUFFALO CHICKEN WINGS**

8ea - \$9

12ea - \$12

16ea - \$15

24ea - \$22

full flavored spicy buffalo sauce; available mild or hot and served w celery, carrot sticks and blue cheese dip

#### **CRISPY ASIAN CHICKEN WINGS**

8ea - \$9

12ea - \$12

16ea - \$15

24ea - \$22

honey, soy sauce, rice vinegar, sesame oil, chili garlic paste, ginger and teriyaki sauce

## *PIZZA*

**Half Size \$9.00**

**Large \$16.00**



### ***SAUSAGE + CHILI OIL***

**pomodoro tomato sauce, housemade fennel sausage, mozzarella, thyme, chef's chili oil**



### ***BLACK + BLUE***

**cajun chicken breast, smoked bacon, mozzarella, caramelized onions, blue cheese, green onions, tomatoes**



### ***PEPPERONI, RED ONION + BLACK OLIVES***

**tomato sauce, mozzarella, cup and char pepperonis**



### ***LAVASH MUSHROOM + BACON CRISP***

**housemade cream sauce, mozzarella, blue cheese, bacon, caramelized onions, balsamic, fresh thyme**

## *FEATURED COCKTAILS*

### *AMERICAN MULE \$9*

Kettle One vodka, ginger beer garnish with lime

### *CLASSIC MARTINI \$8*

Russian standard vodka, vermouth, garnish with lime

### *BASIL MARTINI \$8*

Vodka, agave tequila, tonic, water, garnish with basil

### *CLASSIC COSMOPOLITAN \$7*

Russian vodka, triple sec cranberry, lime

### *BLOODY MARY \$7*

Vodka with fresh made bloody mary mix

### *FRESH SQUEEZED LIME JUICE MARGARITA \$8*

Cuervo 1800 Gold tequila, Cointreau, Grand Marnier, fresh squeezed lime juice

### *MOJITO \$7*

Mount Gay rum, lime juice, soda, sugar and mint

### *MAI TAI \$8*

Morgan's spiced rum, tropical fruit juices

### *OLD FASHIONED \$7*

Old Forester, Angostura bitters, simple syrup, orange

### *TRIPLE CROWN WHISKY SOUR \$9*

Jack D bourbon, Pamplemousse, lemon juice, and Montenegro Amaro

## *WINE*

*WE FEATURE ROBERT MONDAVI WOODBRIDGE VARIETALS*

Glass \$6 Bottle \$22

*CHARDONNAY*

*MERLOT*

*CABERNET SAUVIGNON*



***PAN ASIAN BUFFET***

***EGG DROP SOUP***

Chicken Broth, Shitake Mushrooms, Ginger, Sesame Oil

***NAPA CABBAGE SALAD***

Romaine, Julienne Carrots, Red Bell Peppers, Scallions, Toasted Sesame Vinaigrette

***SHRIMP SALAD***

Cellophane Noodles, Bay Shrimp, Toasted Peanuts, Ginger Soy Vinaigrette

***MANDARIN ORANGE CHICKEN***

Slow Cooked Chicken, Orange Glaze, Sliced Scallions

***SZECHWAN BEEF AND BROCCOLI***

Flank Steak, Soy Glaze, Steamed Broccoli, Sesame Seeds

***JASMINE RICE***

***DESSERT BUFFET***

Gingered Lemon Bars, Fortune Cookies, Coconut Custard Tarts, Almond Cookies

Freshly Brewed Coffee, Tea and Decaf

\$25.00 Per Person

***BEVERAGE OPTIONS***

***DRINK TICKETS***

Drink tickets will be pre-sold, and distributed in pairs, for \$8.00 including tax and gratuity. One ticket is redeemable for water, soda, Gatorade or domestic beer.

Two tickets are required for imported beer, mixed drinks or liquor "minis."

This is a great way to take care of your player's first few drinks and then allow them to purchase additional items on their own.

Upon request, we can also create custom drink tickets by adding your company, group or sponsor logos for no additional charge.

***HOSTED BEVERAGE CART***

Run a "tab" for all drinks, food and cigars on the beverage cart. All charges, plus a 20% service charge, are due at the conclusion of the event. Products can be charged to the tab and/or pre-set a monetary limit in advance.

All food and beverage products and services subject to a 20% service charge and local applicable sales tax

AM Best Food has prepared special **Value Priced Package Meal** for golfers. These packages are designed to give our golfers an 18% to 25% discount.

Early Bird AM Value Snack

16 ounce coffee or hot tea with  
Muffin, Pastry or Donut ... \$3.50

Breakfast Package

2 Farm Fresh Eggs Any Style, with  
Hash Brown and Toast, choice of 16oz  
Juice or 16oz Coffee (no refill)... \$8.99

Snack Package

Hot dog, Bag of Chips and a 16 ounce fountain soda...\$5.95

Lunch Package

Golfers Crafted Burger - lettuce,  
tomato, onion, pickles, mayonnaise and  
thousand island dressing served with  
seasoned French Fries and Choice of  
Soda... \$8.99  
Add cheese... \$0.99

**Beverage Cart Packages**

6 Beers For The Price of 5

Price based upon our beer menu  
selections.

2 + 4 Beverage Cooler... \$20.00

Stock your cart's cooler with two (2)  
bottled waters four (4) domestic  
beers. Prices based upon our beer  
menu selections Soda or Gatorade  
may be substituted for domestic  
beers

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.** Construction of Provisions and Titles Herein

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

### **PSC-2.** Applicable Law, Interpretation and Enforcement

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

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

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

### **PSC-3.** Time of Effectiveness

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

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

**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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

**PSC-8. Suspension**

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

**PSC-9. Termination**

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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



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

**PSC-10. Independent Contractor**

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

**PSC-11. Contractor's Personnel**

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

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

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

**PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

**PSC-14. Claims for Labor and Materials**

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

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

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

**PSC-16. Retention of Records, Audit and Reports**

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

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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

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

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

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

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

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

**PSC-28.** Living Wage Ordinance

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

**PSC-29.** Service Contractor Worker Retention Ordinance

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

**PSC-30.** Access and Accommodations

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

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

**PSC-36. Iran Contracting Act**

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42.** Possessory Interests Tax

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

**PSC-43. Confidentiality**

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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

### Limits

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

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_ **General Liability** \_\_\_\_\_

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

\_\_\_\_\_

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

\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

\_\_\_\_\_

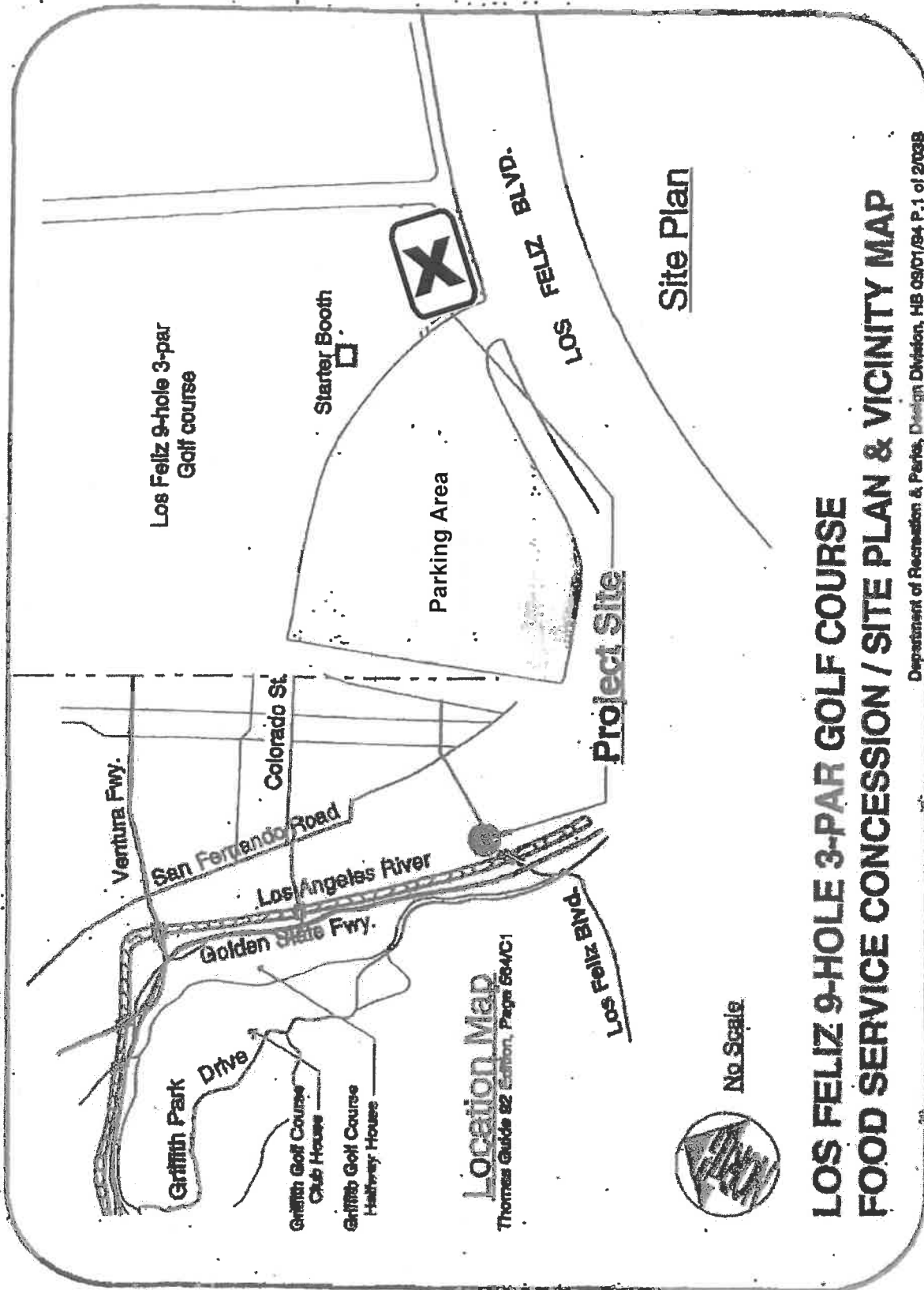
\_\_\_ **Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** \_\_\_\_\_

\_\_\_ **Crime Insurance** \_\_\_\_\_

Other: \_\_\_\_\_



Site Plan

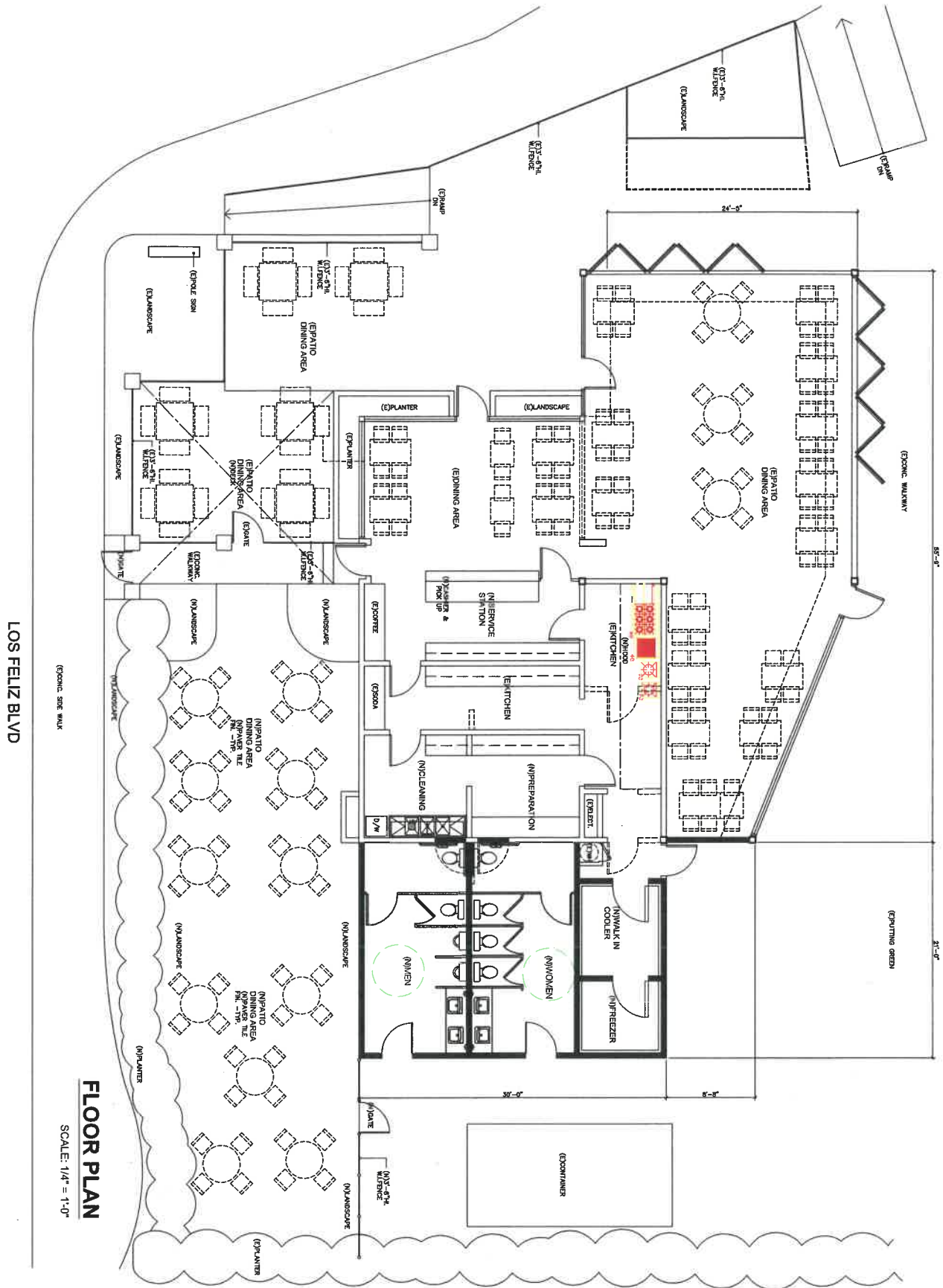
Project Site

# LOS FELIZ 9-HOLE 3-PAR GOLF COURSE FOOD SERVICE CONCESSION / SITE PLAN & VICINITY MAP

No Scale

Location Map  
Thomas Guide 82 Edition, Page 604C1

Department of Recreation & Parks, Design Division, HB 09/01/94 P.1 of 2/038



LOS FELIZ BLVD

**FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

SHEET NO.  
**A200**

SHEET TITLE  
**FLOOR PLAN**

REVISIONS	
Date	Revisions Indicated Thus A:

**A&H ARCHITECTS, INC.**  
Architecture, Planning and Interiors  
2560 W. OLYMPIC BLVD., SUITE 505, LOS ANGELES, CALIF. 90006  
TEL. (213) 894-2265 E-MAIL: a&h@architects.inc@gmail.com

PROJECT NAME  
**LOS FELIZ CAFE**



**AM Best Food Inc.**

3207 Los Feliz Blvd. Los Angeles, CA 90039  
(818) 433-0333

February 12, 2018

City of Los Angeles  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 180  
Los Angeles, CA 90012

Re: Proposal for Golf Course Food and Beverage Concessions (CON-G17-007)  
Los Feliz

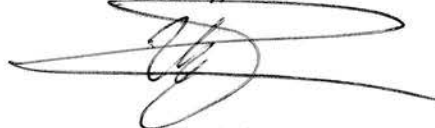
AM Best Food, Inc. herewith submits its proposal for the above-described concession, in response to a Request for Proposals issued by the City of Los Angeles.

The requested contact information is as follows:

- Proposing company's legal name: AM Best Food, Inc.
- Type of business: California Corporation
- Key names: Mais (Mike) Azarian, President; Gnel Khachatryan, Vice President
- Main point of contact: Mais (Mike) Azarian
- Mailing address: 3207 Los Feliz Blvd., Los Angeles, CA 90039
- Telephone: 818.443.0333
- Email address: [myinfoplace2003@yahoo.com](mailto:myinfoplace2003@yahoo.com)

AM Best Food, Inc., hereby acknowledges and accepts the terms of conditions as set forth in the Request for Proposals (including the Exhibits), without exceptions.

Sincerely,



Mais (Mike) Azarian  
President,  
AM Best Food, Inc.

0003513

11-24

## CASHIER'S CHECK

SERIAL #: 0351304596

Office AU # 1210(8)

ACCOUNT#: 4861-511475

Remitter: MAIS AZARIAN  
Purchaser: MAIS AZARIAN

Purchaser Account: 2118339809

Operator I.D.: u523632

cu011475

Funding Source: Paper Items(s)

PAY TO THE ORDER OF \*\*\*CITY OF LOS ANGELES \*\*\*

February 12, 2018

\*\*\*Five thousand dollars and no cents\*\*\*

\*\*\$5,000.00\*\*

Payee Address:

Memo: CON -G17-007 PACKAGE 5

WELLS FARGO BANK, N.A.  
250 E OLIVE AVE  
BURBANK, CA 91502  
FOR INQUIRIES CALL (480) 394-3122NOTICE TO PURCHASER--IF THIS INSTRUMENT IS LOST,  
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION  
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND  
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A  
FEE AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

VOID IF OVER US \$ 5,000.00

NON-NEGOTIABLE

## Purchaser Copy

FB004 M4203 60406729

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0003513

11-24

## CASHIER'S CHECK

0351304596

Office AU # 1210(8)

Remitter: MAIS AZARIAN

Operator I.D.: u523632 cu011475

PAY TO THE ORDER OF \*\*\*CITY OF LOS ANGELES \*\*\*

February 12, 2018

\*\*\*Five thousand dollars and no cents\*\*\*

\*\*\$5,000.00\*\*

Payee Address:

Memo: CON -G17-007 PACKAGE 5

WELLS FARGO BANK, N.A.  
250 E OLIVE AVE  
BURBANK, CA 91502  
FOR INQUIRIES CALL (480) 394-3122

VOID IF OVER US \$ 5,000.00

Richard Levy  
CONTROLLER

⑈0351304596⑈ ⑆121000248⑆4861 511475⑈

**City of Los Angeles**  
**Department of Recreation and Parks**  
**Golf Course**  
**Food and Beverage Concessions**  
**(CON-G17-007)**

**PROPOSAL**

**Package 5 – Los Feliz**

**AM BEST FOODS, INC.**

**February 12, 2018**

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- C. Menus
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  - Quality Assurance Program
  - Food Service Manager Self-Inspection Checklist
- F. Food and Beverage Training
  - Training Manuals
  - IPM
- G. Additional Forms
  - Referral Letters
  - Letter of Commitment from Lender
  - Credit Ratings
- H. Compliance Documents

# INTRODUCTION

AM Best Food Inc. is honored to submit this proposal to the City of Los Angeles Department of Recreation and Parks for the continued management of the Food and Beverage Concession at the Los Feliz Par-3 Golf Course.

For the past ten years, AM Best Food Inc. has worked closely with RAP managing the concession at the Los Feliz Par-3 Golf Course, developing and nurturing a strong customer base from the surrounding communities, and has been pleased that, through neighborhood support and community relationships, revenues at the Los Feliz Café have more than doubled, increasing from \$282,481 in 2009 to \$677,721 in 2017.

It is the philosophy of Mais (Mike) Azarian, president of AM Best Food Inc., that healthy and delicious food, along with a warm and friendly atmosphere and welcoming hospitality extended by the staff, forms the foundation that has yielded the restaurant's steady growth.

And now, with the prospect of the stability inherent in a ten-year contract (AM Best Food Inc. has, for the history of its management of the Los Feliz concession, been on a year-to-year contract with the City of Los Angeles), we are delighted to propose additions and enhancements that will not only increase the morning and afternoon customer audience but will bring in additional segments and clientele for new evening attractions that will have a special appeal to the growing population of the City's burgeoning millennials.

# 1. Business Plan

## Capital Improvements

AM Best Food Inc. will undertake all capital improvements, both required and suggested in the Request for Proposals. Furthermore, due to the stability of a multi-year contract, we will have the ability to undertake many substantial changes and improvements that will enable us to make the venue an exciting attraction for evening diners and gastro-pub aficionados. (See ATTACHMENT B.)

Minimum capital improvements, to be completed in years 1 and 2:

- Cash transaction counter will be remodeled to meet Los Angeles Department of Building and Safety standards to comply with the Americans with Disabilities Act.
- The entire interior and exterior will be painted same colors (red and white). New flooring will be installed in the dining room and existing patio facing Golf Course. New furniture and seating will be installed.
- Both the men's and women's restrooms will be remodeled with new paint, toilet partitions and new fixtures.
- All new construction/improvements will be approved and permitted by the Los Angeles Department of Building and Safety.
- The premises currently operate on a separate electric meter.
- WiFi will be provided to customers in accordance with RAP standards (up to 80% of the maximum capacity of customers will be able to access WiFi simultaneously with a concurrent download speed of 3 megabits per second).

Additional Improvements Proposed by AM Best Food, Inc. Chief among the additional improvements will be an expanded and reconfigured kitchen, the addition of a separate outdoor seating area, enclosed with a partial roof, glass partitions and landscaped hedges.

- A walk-in cooler will be installed on the north side of the building, connected to the kitchen. The existing refrigerators will be removed.
- A planter will be installed alongside the existing exterior storage container located behind the building.
- The range and hood will be replaced and the cooking area will be expanded (due to removal of refrigerators).
- A new bar will be built, with more space as a result of re-modeling of the cooking area. New refrigeration equipment with bar stools will be installed.
- A new outdoor seating area on the south side of the café (facing Los Feliz Blvd.), will be constructed. The café's roof will be extended, covering the west side of the new area. A glass partition and planters will be built along the sidewalk to help block out dust and noise. The



new patio area will feature a designed concrete pathway, planters and landscaping; it will be furnished with new tables, chairs and umbrellas.

- A pathway will be created, connecting the café’s interior to the north-facing patio area; the original architectural design will be retained.
- The current north-facing patio area will be remodeled, flooring will be replaced, vinyl-sheeted windows overlooking the golf range will be replaced with sliding glass doors.
- The exterior and interior of the building will be painted.
- All remodeling and new construction plans will be reviewed to ensure energy efficiency.

## Equipment and Furnishings

During the construction and remodeling period, AM Best Food Inc. will retain all equipment and furnishings currently on the premises. (See ATTACHMENT H for a list of the equipment owned by AM Best Food Inc.)

AM Best Food Inc. will purchase and install the following equipment and furnishings (see ATTACHMENT H]):

- Coffee Brewer
- Electric Juicer (3)
- Plates (150)
- Glasswasher
- Planetary Mixer
- Fryer Dump Station
- Electric Convection Oven
- Gas Oven/Conveyor
- Dough Opener
- Tables (30) and Chairs (100)
- Chair and Table Sets (Outdoor) (8)
- Bar Blender (2)
- Blender Station
- Draft Beer Coolers (3)
- Underbar Sink Units
- Ice Bins (2)

## Phasing Plan

Restaurant customers will be seated and served in the new East Patio while renovations to the Café are underway.

Phase 1	Customer Service Impact	Construction Activity
Phase 1	No change.	<ul style="list-style-type: none"> <li>• Obtain necessary permits.</li> <li>• Construct new walk-in refrigeration unit.</li> <li>• Construct new South Patio.</li> </ul>

Phase 2	<ul style="list-style-type: none"> <li>• North Patio and café closed.</li> <li>• New South Patio open.</li> <li>• No impact on cooking, food preparation.</li> </ul>	<ul style="list-style-type: none"> <li>• Refurbish North Patio.</li> <li>• Expand and reconfigure kitchen.</li> <li>• Construct pathway between café and North Patio</li> <li>• Construct new bar.</li> </ul>
---------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Mid-Term Refurbishment Plan**

Maintaining a safe, clean and attractive environment will continue throughout the term of the contract. Refurbishment will include:

- All equipment is inspected at minimum on a yearly basis for safety and proper operations, including upgrades as needed.
- Equipment will be replaced, as needed, on an on-going basis.
- Food service equipment and (non-disposable) supplies are regularly replaced as needed.
- The hood fire extinguisher system is inspected, and any necessary repairs and adjustments are made on an annual basis.
- All refrigeration units, freezers and filters are inspected, at a minimum, every six months.
- Property insurance providers inspect the entire premises annually; any recommendations for changes and updates are implemented.
- A thorough inspection of the premises is made on an annual basis and any repairs, cleaning and repainting needed are undertaken.

**Additional Items**

AM Best Food, Inc. will work with the Green Restaurant Association to become a Certified Green Restaurant. (See ATTACHMENT B.) A national non-profit organization founded in 1990, the Green Restaurant Association’s mission is to shift the restaurant industry toward ecological sustainability and has the largest database of green solutions for restaurants. Standards cover waste management, recycling, energy and water use, food and chemicals.

Some of the largest contract food services, hotels, colleges, chain restaurants, corporate dining facilities and tourist attractions in the country are members of the association and Certified Green Restaurants.

**Food and Beverage**

The menu for the Café, including food delivered to golfers on the course, will be revamped and revised and a special evening menu will be offered for the younger local crowd that comes for special craft beers, wine and hip gastro-pub dishes.

Golfers playing on the course will be able to quickly and easily order food with AM Best Food Inc.’s convenient smart phone App.

The bar in the Café will serve both alcohol and non-alcoholic beverages and snacks. The kitchen staff will prepare fresh food daily, designed for the preferences and convenience of golfers and non-golfing guests. AM Best Food Inc. will comply with the guidelines and goals set by the Los Angeles Good Food Purchasing Program Policy. (For menus and pricing, see ATTACHMENT C.)

Hours of operation will be extended, after remodeling and capital improvements. Minimum operating hours will be:

Day of Week	Open	Close
Sunday-Thursday	6:30 AM	10:00 PM
Friday-Saturday	6:30 AM	12:00 PM

## Required Permits

AM Best Food Inc. currently holds all required permits in accordance with local, state and federal regulations. (See ATTACHMENT D).

## Sales and Marketing Plans

Proactive and creative marketing campaigns and community partnerships will be launched to support a steady increase in daily guests and special events.

**On-Line and Social Media Marketing.** AM Best Food Inc. will retain a social marketing consulting firm to develop and maintain a vibrant Internet-based marketing campaign with a new website, and social media platforms including FaceBook, Twitter, Yelp, TripAdvisor, Foursquare and Instagram. Discount packages, value meals for golfers and holiday and special event offerings and activities will be advertised.

The new website will feature:

- New breakfast and lunch menus
- A new dinner menu and extended meal service hours of operation
- The patio expansion and photos of the new interior and exterior renovations
- The addition of a full-service bar with specialty drink selections
- The newly expanded beer menu selections, both draft and bottle
- The new “Beer Garden Menu” weekend concept with entertainment offerings

In addition, print advertisements will be run in local newspapers and publications, including:

- Los Feliz Ledger
- The Glendale News Press

**Email Subscriber Goals.** Email is one of the best converting marketing channels available. Restaurants can miss out on huge opportunities to stay at the top of their customers’ minds. Collection of email addresses can be accomplished through the following methods:

- Reservation system downloads
- In person collection
- Online contests
- Website sign-up forms

AM Best Food Inc. will use the list to create a monthly newsletter featuring golfer value promotions, the Beer Garden schedule, a chef's signature recipe, and other announcements to stay in constant contact with the customer base. Birthday promotional emails will be sent to subscribers with an incentive to book a party or table at the restaurant.

**Community Partnerships.** The Los Feliz Café has worked closely with the surrounding community through the years, hosting special events, providing discounts and partnering with organizations. Examples of the activities, events and organizations include:

- Los Angeles City Firefighters. During recent fires in the area, the Los Feliz Café provided free lunches, from an open menu, to all firefighters who came to the café. Outreach to as many firefighters as possible was made by passing out flyers at the nearby fire stations, and by issuing a press release and posting on social media. Approximately 128 firefighters came to the café.
- USC Cinematic Arts. For the last six years, once or twice a year, AM Best Food Inc. helped student projects by providing locations for filming (café shop area, dining room and patio) free of charge.
- Unified Young Armenians (UYA). For over a decade, UYA has fought against historical injustices (i.e. Armenian Genocide Recognition), as well as modern day injustices (i.e. Darfur, Sudan). Once a year, on April 24, UYA organizes a march protesting all genocides. For the past two years, AM Best Food Inc. sponsored a dinner to help cover the expenses, donating all proceeds to UYA.
- Los Angeles Parks Foundation. AM Best Food Inc. has consistently supported the Los Angeles Parks Foundation with in-kind donations for their annual fundraising event.
- Homenetmen Burbank "Sipan" Chapter (Armenian Scouts). AM Best Food Inc. has provided free catering for 200 guests at the organization's medal and achievement certificate event for the past four years.
- Leukemia and Lymphoma Society (LLS). AM Best Food Inc. worked to raise funds for LLS, over the past seven years, by placing a donation collection board in the café and matching all donations collected from customers.

After the refurbishment, capital improvements and expansion plans are completed, innovative new offerings are planned, such as:

- Beer Garden, featuring special beer tasting, games and menu items, to take place in the summer (see description below).

- Dog's Days, when customers can bring their pet dogs
- Night Light Golf on a regular monthly basis (in partnership with RAP)

Proactive outreach will be made to others in the businesses, community and golf sectors, including:

- Neighborhood Councils and Improvement Associations
- Residents and Homeowner Associations
- Golf Associations and Clubs
- Sports, Exercise, Running and Hiking Clubs
- Clubs and organizations affiliated with RAP
- Business Associations and Service Clubs
- Veterans Organizations
- Senior Citizen Organizations
- Friends of the Los Angeles River

#### 1.1 **Additional Services and Amenities.**

- Food and beverage items will be available for delivery, by mobile unit, to players on the golf course. Players can use AM Best Food Inc. Inc.'s web App, If they prefer, the golfers can also phone in their orders.
- Additional, new outdoor patio seating area (see Capital Improvements, above, for details).
- **Beer Garden.** The Beer Garden will be open on Fridays and Saturdays, from 4:00 PM to Midnight; and on Sundays from 12:00 Noon to 8:00 PM. It will feature burgers, brats, specialty foods and beer. There will be indoor seating, but new patios is where music, food and fun will take place. Servers will wear uniforms harmonious with a beer garden.
- People will come to the beer garden to enjoy a broad selection of California consumer favorite beer styles, international sausages and sandwiches, homemade pizza at communal tables in an outdoor patio environment, with entertainment, events, outdoor games and camaraderie.
- The real attraction here is the outdoor area, loaded with picnic tables, patio tables and live music and plenty of thirsty patrons. The beers are local and international, the people drinking them are friendly, and heat lamps stand guard to ensure the drinking continues deep into the night, even when the weather is not ideal.

- The draft and bottle beer and draught beef menu selections are based upon market research of the southern California consumer. German beer top sellers are also represented on the beer menu and the beer garden's food selections are reasonably priced to encourage a broad market appeal. (See ATTACHMENT D.)

## 1.2 Financial Projections and Planning.

1.2.1 **Completed Submittal Form.** (See ATTACHMENT D for the Pro Forma Profit and Loss and Break-Even Analysis.)

1.2.2 **USB flash drive or CDR containing the Completed Submittal Form.** (A USB flash drive is included herewith.)

## 2. Management and Operations Plan.

### 2.1 Organizational Structure.

**Chief Executive Officer.** Mais (Mike) Azarian, the president of AM Best Food Inc., will be the Chief Executive Officer (CEO) in the execution of the contract. He will be responsible for the overall success of the concession, setting policies and approving plans to achieve the vision described herein. He will be alert to growing and solidifying of the customer base by assuring that friendly, responsive and cooperative service is provided in all areas of activities.

Financial decisions, contracting, employee hiring and retention policies; marketing, advertising and community partnership activities will be among his responsibilities.

Mike will also be responsible for assuring compliance with all City, RAP and other public rules and regulations.

**General Manager.** Gnel Khachatryan, the vice president of AM Best Food Inc., will be the Floor Manager in the execution of the contract. As such, he will oversee the recruitment, training and supervision of staff with the primary mission of providing delicious food and top-flight customer service. He will also oversee menu planning and budget monitoring of costs and profits, ordering supplies and stock levels, staff scheduling and rotation.

**Corporate Level Management Structure.** The corporate level management structure for the proposing business identifying key personnel, including their resumes. Describe function and location of each person in the management structure.

**President and Owner.** Mais (Mike) Azarian, the president and owner of AM Best Food Inc., manages all operations and resources, sets policy and makes all major decisions.

**Vice President.** Gnel Khachatryan, the vice president of AM Best Food Inc., is responsible for overseeing staff and operations of the company's contracts.

2.1.1 **Organizational Chart.** (See ATTACHMENT E for Organizational Chart and Corporate Resumes.)

2.2 **Staffing Plan.** AM Best Food Inc. believes that a respectful environment for our employees is the only way to assure a positive experience for both staff and customers. Our philosophy is one of teamwork, all staff members, regardless of their role, title, responsibilities or years on the team, are regarded as equal participants. And we encourage their suggestions to maintain top-flight service, savory food and efficient practices and procedures. Suggestions are encouraged, improvements are adopted and solutions to problems or complaints are addressed, developed and implemented.

It is essential that all staff members partner to ensure that all customers, whether in the restaurant, at the bar, in the patio area, or receiving mobile food and beverages on the course are treated with respect and friendliness.

2.2.1 **Resumes of Key Staff Members.**

**Consultant.** A consultant, experienced in managing golf course restaurants, will be on the AM Best Food team to provide staff training. (See ATTACHMENT E.)

2.2.2 **Proposed Staffing Requirements.**

**Cook.** Prepare delicious food according to the menus for the restaurant, bar, mobile delivery and “grab and go” specials. Set up workstations with all needed ingredients and cooking equipment. Prepare ingredients to use; cook food in various utensils or grills; ensure great presentation by dressing dishes before they are served. Keep a sanitized and orderly environment in the kitchen. Ensure that all food and other items are stored properly. Check quality of ingredients. Monitor stock and place orders as appropriate.

**Prep Cook.** The prep cook works closely with the chef, performing various preparations in accordance with the direction of the chef as needed by the day’s menu. He/she will also label and stock ingredients on shelves so they can be organized and easily accessible; measure ingredients and seasonings; prepare cooking ingredients by washing and chopping vegetables, cutting meat, etc. He/she will also undertake basic cooking duties and prepare simple dishes. In addition, the prep cook may help cooks as needed, sanitizing and perform other kitchen duties as assigned.

**Dishwasher.** Collect used kitchenware from dining and kitchen areas. Load and unload washing machines. Wash specific items by hand as specified (e.g. wooden cutting boards, large pots and delicate china).

**Host/Hostess.** Welcome guests with a smile. Provide accurate wait times if necessary, pay careful attention to monitoring waiting lists. Answer incoming calls, provide information as requested and manage reservations. Cater to guests who require special attention (e.g. children, seniors). Escort customers to dining

and bar areas. Coordinating with server staff about the best seating options. Provide menus. Maintain a clean reception area. Assist the server staff as needed.

**Server.** Responsible for preparing restaurant tables with special attention to sanitation and order. Welcome customers within two minutes after they are seated. Present restaurant menus and help customers select food and beverages. Answer questions and/or make recommendations as needed or requested. Coordinate with other restaurant servers and kitchen/bar staff. Deal with complaints or problems with a positive attitude. Issue bills and accept payment. Servers must have a customer-oriented approach and excellent people skills. Attention to cleanliness and safety is mandatory.

**Busperson.** Buspersons clean up after guests and staff, and may also fill in as a dishwasher during non-service hours. He/she is responsible for setting and resetting dining room tables and refill and clean any condiments that may be located on the tables. He/she also refills water and assists the servers. He/she also works with the kitchen staff cleaning, organizing and arranging dishes, glasses, cups, utensils and other supplies.

**Bartender.** The bartender will prepare alcoholic or non-alcoholic beverages for customers in the bar, restaurant, patio areas or for mobile delivery to golfers either on the courses or driving range. He/she will also interact with customers, taking orders and serving snacks and drinks. He will assess the customers' needs and preferences after making recommendations. A good bartender is able to create classic and innovative drinks exceeding the customer's needs and expectations. The bartender will also be responsible for checking customers' identification to confirm they meet the legal drinking age; restocking and replenishing the bar's inventory and supplies; and comply with all food and beverage regulations.

2.2.3 **Staff Schedules.** AM Best Food Inc. has three general guidelines in constructing staff schedules (see ATTACHMENT E for schedule details):

**Schedule an Appropriate Number of People.** The manager will make sure more people are scheduled during busy times and fewer people during slow times to ensure there are enough employees to complete the necessary tasks in relation to the demand. By using POS systems, the manager can track transaction activity throughout the day to see exactly when location traffic is at its peaks and lows.

**Hire More than One Manager.** To take some of the pressure off the manager, two co-managers will be hired. Consequently, one manager will be on duty at all times to address any issues that may be too demanding of our regular staff's time. Having a manager present at all times can go a long way toward improving a customer's experience.

**Make Sure Employees Have Time to Rest.** Ensuring that each staff member has a fair amount of time off goes a long way toward preventing stress and fatigue.



Enough staff will be hired to enable each staff member to have two days off per week and, when possible, they will be consecutive.

- 2.2.4 **Off-Site Activities.** All food will be prepared on site with the exception of any specially-catered events contracted and managed by the customer.

Activities that will take place at the corporate office, or by a third-party provider at their own business location include:

- Business administration and management related specifically to AM Best Food Inc. Inc.'s corporate organization.
- Administration and management of financial aspects including payroll, taxes, invoice payments and record-keeping.
- Administration and management of permits, insurance and subcontractor contracts.

- 2.2.5 **Sufficient Staffing.** Staffing sufficient to maintain and clean restrooms that are attached and/or contained in the coffee shop after 12:00 p.m. and secure premises after hours when restaurant facility is open after RAP staff has left the premises.

The Staff Schedules allow flexibility that will enable staff to take breaks (a one-hour lunch break and two 15-minute breaks during the shift) and to provide additional support when needed.

The restrooms will be cleaned and maintained by the contracted janitorial service. If the need arises, the restaurant staff will have the training, supplies and equipment necessary to clean the restrooms.

The Floor Manager or designated Assistant Manager will secure the premises after hours.

- 2.2.6 **Staff Uniforms.** Uniforms provide businesses with varied benefits:

- Guests tend to view uniformed restaurant employees as more competent than those without uniforms.
- Guests also tend to regard employee who wear uniforms as more courteous, approachable and trustworthy.
- Guests can more easily distinguish employees from other persons in the area, which help to prevent embarrassing confusion.
- Employees who wear uniforms are more aware of representing a "brand" and as a result are more likely to maintain an appropriate level of professionalism.

**Restaurant Aprons.** These garments are used by employees in a number of different industries, but they're most commonly associated with restaurants, particularly the kitchen area.

**Restaurant Shirts.** Wait staff often wear long- or short-sleeved dress shirts with collars and full button fronts. Having these personalized with the company name and/or logo will turn this classic apparel into a true uniform that immediately identifies the wearer as an employee of the establishment. The apron, if one is used, will be worn over the shirt.

**Black Pants.** Slacks, often black, are the preferred choice for many restaurants.

**Slip-Resistant Shoes.** A good pair of shoes is another important element of a restaurant uniform. Black shoes or sneakers are generally preferred, and it's important that all footwear have slip-resistant soles to ensure safety on potentially damp floors.

**Chef Coats.** AM Best Food Inc. requires the kitchen staff to wear double-breasted chef coats. Usually white, these coats often have two parallel rows of buttons down the front, giving this apparel a distinctive look that diners have come to associate with high-class restaurants.

Providing restaurant employees with durable, attractive uniforms is neither difficult nor expensive, and it pays off in the long run by giving the establishment a professional image. (See ATTACHEMNT E for staff uniforms.)

2.3 **Customer Service Plan.** AM Best Food Inc. Inc.'s goal is to have customers who are happy, glad to come to our restaurant, feel comfortable and safe, and are delighted with the treatment they receive from our staff. Providing excellent customer service is not difficult, and it starts with a satisfied staff. We treat our staff the way we want them to treat our customers: with sincerity, caring and friendliness.

2.3.1 **Customer Service Goals and Policies.** Guidelines for AM Best Food Inc. Inc.'s customer service are provided to staff when they begin work and are always stressed at staff meetings. (See ATTACHMENT E).

2.3.2 **Customer Complaints.** Many successful restaurants regard customer complaints as a second chance to satisfy a customer and win their return. They view the only true negative comment or complaint as the one they do not hear and therefore cannot effectively resolve. For AM Best Food Inc. Inc.'s guidelines to handle and solve customer complaints, please see ATTACHMENT E.)

2.3.3 **Speed of Service Guidelines.** Guidelines referencing and impacting speed of service are found in the employee training materials. In addition, food servers are evaluated on sequence of service and receive easy-to-follow information on speed of service (see ATTACHMENT E.)

2.3.4 **Quality Assurance Program.** Guidelines referencing and impacting quality assurance, including cleanliness, sanitation and food safety, safety and sanitation and customer service are found in the Employee Training Handbooks. In addition, easy-to-follow information on quality assurance is made available to all staff. (see ATTACHMENT E.)

**Kitchen and Food Safety.** The kitchen operations will be required to complete a weekly comprehensive Food Service Manager Self-Inspection Checklist (see ATTACHMENT E). This document will be completed every Monday when operations are at their slowest. The chef and manager will complete these checklists and retain them in the manager's office. Any corrective actions required will be discussed and scheduled for compliance. These checklists audit the following areas of food health safety:

- Personal Dress and Hygiene
- Food Storage and Dry Storage
- Large Equipment
- Refrigerator, Freezer, and Mini-Cooler
- Food Handling
- Utensils and Equipment
- Hot Holding
- Cleaning and Sanitizing
- Garbage Storage and Disposal
- Pest Control

These forms will be available to the health department when they provide surprise inspections. This will ensure that safety and sanitation practices will be followed at all times.

**Menu Preparation Consistency.** Each of the menu items will have standardized recipes to ensure quality specifications are defined and purchased. This will insure quality identification, portion standards for consistency and method of preparation steps for proper training and compliance.

**Suppliers and Vendors.** Our products will only be purchased from licensed reliable vendors to ensure that the sourcing and safety food practices are provided by all suppliers. One way is to purchase products from suppliers who are HACCP certified. HACCEP (Hazard Analysis Critical Control Points) follow the guidelines required for certification by local health departments.

Approved Vendor lists will be maintained to ensure that we select to whom our chefs have the authority to bid and purchased from. Multiple vendors will be required for major food categories as well as national broad line suppliers, like SYSCO Los Angeles.

**Food Service Standards and Training.** The 50-page comprehensive training manual for front of the house performers will serve as the benchmark for service interactions with the guests. The program is designed to have trainers in all front-of-the-house job classifications. The certificate process ensures that management has provided the standards of training required to achieve service excellence. The managers provide sequence of service checklists to verify the level of compliance by each trainee. Once the trainee has completed their

training and can demonstrate their ability to perform the requirements of the job then they will be certified as food servers. (See ATTACHMENT F.)

2.3.5 **Customer Guarantees, Exchange or Refund Policies.** AM Best Food Inc.'s "Our Guarantee Promise":

"We want you to be totally happy with your experience here, so we are proud to offer a product substitution or money back guarantee. If after every effort to meet your expectations has been made in good faith, and you are not completely satisfied, we will offer you a complimentary voucher to return and give us another opportunity to serve you at no charge."

2.3.6 **Credit/Debit Cards Accepted.** AM Best Food Inc. will accept the following methods of payment (with no minimum charge requirement):

- Visa/Master Card.
- American Express.
- Discover.
- Acceptance of bank debit cards affiliated with credit cards.

2.3.7 **Customer Service Research.** In order to gather continuous information from our guests we just need to ask them how we can improve our products and services. Our ongoing strategic goal is to improve our customer experience. Another goal is stay on trend with the demands of everyday consumers, therefore we will employ a variety of feedback methods listed below:

- Management interaction with guests while on site.
- Include comment cards on tables in restaurant service areas.
- Ask for feedback after their meal by offering an opportunity on their payment receipt copy to tell us.
- Read reviews on review sites, Facebook, Yelp, etc.
- Maintain an active Facebook Internet presence and respond to our guests comments.
- Review the popularity of menu items sold to analyze for future menu change preferences.
- Mystery Shoppers – independent auditors feedback.

## 2.4 Employee Training.

2.4.1 **Training/Education Program.** AM Best Food Inc. employees are provided with training and educational materials in the following areas (see ATTACHMENT F for information and materials):

- AM Best Food Inc. Employee Handbook.
- Golf Food & Beverage Service Training Program for Food Servers, Bartenders, Hosts and Banquet Workers.
- BOH Staff Operations Manual.
- Host – Job Description.
- Busperson – Job Description.
- Food Runner – Job Description.
- Server – Job Description.

Additional Employee Training includes:

- California Food Handler Training, covering basic food safety; time and temperature; cleaning and sanitation; cross-contamination; and personal hygiene.
- Food Protection Manager Certification, covering basic food safety; forms of contamination; cleaning and sanitation; food safety management; and purchasing, receiving and storage.
- Allergens Course, covering defining food allergies; recognizing symptoms; identifying allergens; dangers of cross-contact; proper cleaning methods; proper communication; preventing cross-contact; work stations and service areas; special dietary requests; dealing with emergencies; importance of food labels; handling food deliveries; proper food preparation; and cleaning and personal hygiene.
- Alcohol Responsible Beverage Service Training, covering alcohol law and your responsibility; handling difficult situations; recognizing and preventing intoxication; and checking identification.
- Sexual Harassment Prevention Training, to prevent sexual harassment, equips employees with the tools they need to recognize, report and resolve any issues that may arise.
- The following education and training materials are provided to staff members as appropriate to their functions and responsibilities:
  - Injury and Illness Prevention Program (IIPP)

- Line Cook Training Manual
- Prep Cook Training Manual
- Host/Hostess Training Manual
- Server Training Manual
- Dishwasher Training Manual
- Busser Training Manual
- Alcohol Management Program

2.4.2 **Motivational Programs/Employee Incentives.** It is essential for all AM Best Food Ind.'s employees to feel they are part of the family. This will be accomplished by a variety of leadership and management methods to motivate employees to perform at their best. If they are treated with respect and are comfortable communicating with management, then the service culture will be enhanced and employee turnover will be reduced. In addition, a happy employee translates directly to happy guest experiences.

**Leadership and Managerial Motivational Principals.**

- Empowerment: Ensuring that employees have the skills, knowledge and authority to make decisions that would otherwise be made by management. Empowered employees feel that they have ways to contribute and make decisions based upon proper training, which enhances their job performance.
- All managers must be sensitive to workers' personal needs and able to adjust to the situation (flex style of management).
- Supportive behavior. Showing care and support for employees by praising, encouraging, involving them in decision making, and helping them reach solutions.
- Sharing of vital information.
- Working objectively with everyone.
- Showing appreciation to people's good deeds as soon as it becomes apparent.
- Maintaining a two-way, personal and eye-to-eye communications with everyone on a regular basis.
- Being polite.
- Rewards, both monetary and otherwise, must be worked out with care, not only for getting the maximum motivation but also for fairness in the eyes of the employees.
- Establishing a climate of honesty and integrity.

- Promoting from within whenever possible. This demonstrates that good performance leads to job growth opportunities.

**Incentives.**

- Employees will be given a \$100 referral fee for new hires.
- Food handler permit training and certification costs will be covered.
- Living wage standards for all employees will be supported; health insurance options will be provided; full-time workers will receive two-weeks paid vacation and 6 days paid sick leave, yearly.
- Employees will be reimbursed for the cost of textbooks if they enroll and complete the Culinary/Hotel Restaurant Management Program at Glendale College.
- Employees will receive a turkey for their family's Thanksgiving dinner.
- A Christmas bonus gift certificate will be given to all employees.

2.4.3 **Local Recruitment Plans/Sources of Non-Management Labor.** A great source and often one of the “best methods” for recruiting new employees is the pool of existing employees. They understand the requirements of the job and can recommend individuals that are the “right fit” because they are familiar with the operational standards, culture and job specifications. In addition, anyone that refers a new hire will receive a referral fee when the new employee completes the training certification process.

Staying in close contact with community organizations and industry professionals provides networking options with other local managers and chefs for leads on applicants who are available for employment.

Job openings are advertised on local websites such as Craig's List, ZipRecruiter, Indeed.com, monster.com, LinkedIn and Glassdoor. Print classified ads are also placed in La Opinion, LA Daily News and local community newspapers. Help wanted signs are posted at the restaurant and employee referrals are encouraged.

Recruitment plans also include local colleges offering courses in the fields of culinary and restaurant service:

- Los Angeles Trade Tech – Culinary Arts/Restaurant Management Program. The job placement center at L.A. Trade Tech is a resource for staffing the kitchen and front of house. The program offers an extensive “hands on” and theory-based education and hosts professional industry-seasoned chefs as faculty, bringing their experiences from around the world. In addition to rigorous classroom instruction, students are trained in working for food service facilities.

- Glendale Community College – Culinary Arts and Hotel Restaurant Management Program. The student jobs placement program at Glendale Community College posts jobs regularly for students looking for full and part-time work. The Culinary/Restaurant Management program teaches skills and knowledge required in the field of restaurant management including professional cooking, sanitation practices, institutional purchasing, beverage and bar operations, banquet and catering presentation, and management principles for food service personnel. The program offers a restaurant internship program which can be a resource to recruit future full and part-time employees.
- Art Institute of California – Hollywood. The goal of the International School of Culinary Arts is to provide students with the training and knowledge they need to become leaders in their respective industries, while affording them the kind of experience that can make them immediately valuable in the marketplace. The program offers both associate and bachelor’s degrees in Culinary Arts and Restaurant Management.

2.5 **Facility Maintenance Plan.**

2.5.1 **Ongoing Maintenance and Repairs.** (See Mid-Term Refurbishment Plan (page 8.)

2.5.2 **Handling Deliveries, Storage, Trash Removal and Recycling.** As referenced in the Employee Training Manuals (abbreviated excerpts):

- When deliveries are received, products need to be unloaded and placed in storage in the following order: 1) Walk-in cooler; 2) Freezer; 3) Stockrooms (dry storage). Chilled products need to go directly to the walk-in cooler first as they are the most perishable items.
- The temperature in the walk-in cooler should be maintained at 36°-38°F at all times. Storing food at this temperature keeps bacteria organisms from growing in the food and prevents food from freezing.
- The temperature in the freezer should be maintained at 0°-10°F. All items in the freezer should be at least 6 inches off the floor and the containers must stay sealed or the product will become freezer-burned. Once an item has thawed, even partially, it should NOT BE REFROZEN. Only removed products from the freezer that will be used promptly.
- Stockroom (dry storage) must be kept organized and clean of debris at all times. Keep all food products at least 6 inches off the floor. Keep all chemicals on a bottom shelf separate from all other products. Place heavier containers on the lower shelves.

2.5.3 **Pest and Rodent Mitigation.** AM Best Food Inc. will contract with industry leaders in pest elimination, such as Orkin Pest Control to provide an IPM (Integrated Pest Management) system that is required by local health



departments, involving seven steps to an effective pest management system. In food processing environments, pest control is a must. A pest infestation can put the product and the business's reputation at risk. Pest management is also very sensitive. Special precautions must be taken to keep pest control treatments from threatening food safety. To better control pests while respecting a food plant's sensitive environmental needs, the principles of IPM will be applied.

IPM programs recognize that pest management is a process, not a one-time event, and that relying solely on chemical controls is never the best solution. By addressing the underlying use of pest infestation – access to food, water and shelter – IPM can prevent infestation before pesticides are even considered. In practice, IPM is an ongoing cycle of seven critical steps. (See ATTACHMENT F.)

# LEVEL I REQUIREMENTS

1. **Compliance Documents and Additional Forms.** The following required Compliance Documents and Additional Forms, as described in the Request for Proposals, are enclosed under ATTACHMENT H.
  - a) Proposer's Signature Declaration and Affidavit.
  - b) Disposition of Proposals.
  - c) Nondiscrimination, Equal Employment Practices and Affirmative Action. (No action required; if selected, AM Best Food Inc. will agree to adhere to these programs upon execution of contract.)
  - d) Contractor Responsibility Ordinance Statement.
  - e) Equal Benefits Ordinance Statement/First Source Hiring Ordinance (FSHO). The form was submitted to the City of Los Angeles' Business Assistance Virtual Network, by AM Best Food Inc. on June 21, 2015 and will expire on June 21, 2018.
  - f) Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO). (AM Best Food Inc. is currently exempted from the Living Wage Ordinance in conjunction with providing food and beverage concessionaire services at the Los Feliz Café. If AM Best Food Inc. is granted the contract to provide concessionaire services at the Griffith Golf Complex, the company will not apply for exemption from the LWO.)
  - g) Business Inclusion Program (BIP) Requirements. AM Best Food Inc. performed the Business Inclusion Program through the Business Assistance Virtual Network.
  - h) Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission (CEC) Form 50.
  - i) Prohibited Contributors (Bidders) Certification – City Ethics Commission (CEC) Form 55 Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H).
  - j) Federal Tax ID Number and Form W-9.
  - k) Iran Contracting Act of 2010 Compliance Affidavit.
  - u) Financial Offer Form.
  - v) Capital Investment Form.
  - w) Terms and Conditions Acceptance Form.

2. **Minimum Qualifications.** The officers of AM Best Food, Inc. meet the minimum qualifications as set forth in the Request for Proposals.

Mais (Mike) Azarian, President of AM Best Food, Inc. has been responsible for all business and on-site management of the Los Feliz Café, under contract with the City of Los Angeles, since 2009. Ove the course of that time, revenues have more than doubled. Annual sales in 2017 totaled \$677,772. The number of customers has steadily increased and the café has become a favorite meeting place for community and neighborhood leaders and activists.

Gnel Khachatryan, Vice President of AM Best Food, Inc. has been the General Manager of the Palladio Banquet Hall in Glendale, California, since 2006. Annual sales in 2017 totaled \$2,720,000. As the General Manager, he rebranded the image of the banquet hall restaurant to reverse a 5-year sales downturn. He oversees profit and loss, front and back of the house overall operations, quality controls, budget management, safety compliance, and the recruitment and performance of the 25-member restaurant team.

- 2.1 **Ownership Description.** Proposers must include a response to each proposal item listed below:

2.1.1 **Address.**

AM Best Food Inc., Inc.  
3207 Los Feliz Blvd.  
Los Angeles, CA 90019

- 2.1.2 **Length of time in business.** AM Best Food Inc. was formed in December, 2008, as a sole proprietorship and, in January, 2009, was registered with the State of California as a corporation. It has been business as a corporation for nine years and one month.

- 2.1.3 **Type of business.** AM Best Food Inc. is a California Corporation.

- 2.1.4 **Size of company.** AM Best Food Inc. currently has fourteen employees (nine full-time and five part-time. Total net sales in 2017 was \$677,720.77.

- 2.1.5 **Names of persons responsible for operations.** The president of AM Best Food Inc., Mais (Mike) Azarian, is responsible for the company's operations.

- 2.1.6 **Any pending mergers.** There are no pending mergers.

- 2.1.7 **Ownership information for all proposed subcontractors.** (No proposed subcontractors.)

- 2.2 **Description of proposing entity's experience in and knowledge of restaurant operations.**

- 2.2.1 **Description of similar current and past restaurant experience.**

**Mais (Mike) Azarian, President, AM Best Food Inc., Inc.**

From 2008 to the present time, AM Best Food Inc., Inc. has, on a year-to-year contract basis with the City of Los Angeles, Department of Parks and Recreation, fulfilled the role of Concessionaire at the Los Feliz Par-3 Golf Course. Over the course of ten years, Mike Azarian, president of AM Best Food Inc., has implemented capital improvements, initiated community partnerships, nurtured an intelligent and hard-working staff well-liked by the customers, developed a popular menu of neighborhood-friendly food, and nearly doubled the revenues, increasing from \$282,481 in 2009 to \$677,721 in 2017.

During the period from 2003-2007, Mike was the food service manager for the Caesar Banquet Hall in Tujunga, California. Working as a shift manager, he supervised all activities before, during and after special events. He provided customer/client service, managed and supervised the cooks, waiters, kitchen staff, and oversaw basic accounting duties (payables and receivables).

Before emigrating to the United States, Mike worked in a family-owned restaurant in Altenstadt, Germany (1993-2002). He assisted his parents in all restaurant areas: bookkeeping, cook, waiter and host.

**Gnel Khachatryan, Vice President, AM Best Food Inc., Inc.**

Gnel Khachatryan is a talented restaurant manager whose focus on skilled staffing and business administration led to a 55% growth in sales and a 200% increase in repeat business at the popular Palladio Banquet Hall in Glendale, California.

With experience in multiple outlets, including proven success leading start-up, turn-around and high-growth operations, he has strengthened and built top performing, customer centric teams. Gnel is a high-energy food and beverage professional with a history of achieving record-setting profit and loss gains.

**2.2.2 Proposer's years of above experience.**

Between AM Best Food Inc. Inc.'s President, Mais (Mike) Azarian, and its Vice President, Gnel Khachatryan, there is 37 years of experience in restaurant, food and beverage and banquet services, at all levels, from table servers to managers and owners.

**2.2.3 Extent of any related experience.**

(See Resumes, ATTACHMENT E.)

**2.2.4 Additional information that demonstrates your qualifications.**

Over the past decade, since beginning its first year-to-year contract with the City of Los Angeles to manage the concession at the Los Feliz Par-3 Golf Course, AM Best Food Inc. has made several additions and improvements to the Café's premises. These improvements, implemented to improve customers'

experiences and comfort and accommodate a continuously growing customer base, include:

- Expanded storage area through the purchase and installation of a secured storage bin placed outside the café in a location approved by RAP.
- Construction, installation and furnishing to enclose the existing patio seating area at the rear of the café, facing the putting green and golf course. The area was enclosed with a red-frame, which architecturally harmonized with the building's unique cottage design, with clear Permaguard vinyl sheeting panels installed in the frames.
- Installation of a security system that includes 16 video recording cameras, located inside the café and on the surrounding exteriors, along with an alarm system with motion sensors set up to instantly alert the alarm company. In addition, if an attempted break-in occurs, a loud alarm sounds while, at the same time, the alarm company is alerted and law enforcement is called.
- Exterior doors of the café were refitted with metal locking systems to prevent break-ins.

AM Best Food Inc. considers supporting the local community, along with a warm and friendly atmosphere and relations with customers, an essential element in growing and sustaining its customer base. Throughout its history with the Los Feliz Café, its customers and the surrounding neighborhoods, many activities have been initiated both for individual events and on-going efforts (see "Community Partnerships", above).

The Café and Golf Course also present attractive locations for movies, television and entertainment productions. Many movie/TV production location scouts frequently stop by, shoot photos and make notes for their resource catalogues. A monthly online television program, "After Hours," uses the Café on a regular basis.

## 2.3 **Contracts History (include contact information for all contracts listed).**

2.3.1 **List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for termination.** No contracts were commenced and/or terminated during the last twelve months.

2.3.2 **List of all contracts which terminated during 2016, along with an explanation of the reasons for the termination.** No contracts were commenced and/or terminated during 2016.

## 2.4 **Current Operations.**

2.4.1 **Employee hiring and promotion policies.** (Please refer to the information above under Management and Operations.

2.4.2 **Methods and controls for accounting.** Financial transactions are tracked and control with the Point-of-Sale system and QuickenBooks, with all systems and practices approved of and reviewed on a monthly basis by the company's accounting firm.

## 2.5 **References.**

2.5.1 **Business References.** Provided a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, email addresses, telephone numbers, and the scope of the business relationship. (See ATTACHMENT G.)

- Aghobian Financial Services  
Raznik Aghobian, E.A.  
330 W. Arden Ave., Suite 220  
Glendale, CA 91203  
Office: (818) 546-8546  
Fax: (818) 244-0941
  
- ASL Insurance Services  
Jim Lugo  
3533 N. Verdugo Rd.  
Glendale, CA 91208  
Bus: (818) 957-3366  
Fax: (818) 957-3369  
[instogo4@sbcglobal.net](mailto:instogo4@sbcglobal.net)
  
- Triphen Technologies, Inc. – Point of Sale Systems and IT Support  
Point of Sale Systems and IT Support  
Zohab Gyunashgyan, CEO  
3100 W. Burbank Blvd., #101  
Burbank, CA 91505  
Tel: (877) 767-7586 Option 3

2.5.2 **Financial References.** Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, email addresses, telephone numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.). (See ATTACHMENT G.)

- Chase Bank  
Consumer Banking – CA2-4441  
9055 Reseda Blvd.  
Northridge, CA 91324  
Phone: (818) 773-5265  
eFax: (855) 609-5831

- Wells Fargo Bank  
3250 Glendale Blvd.  
Los Angeles, CA 90039  
Tel: 323 663 8023  
Fax: 323 665 8531
- MC Merchants' Choice Payment Solutions  
(Credit card processing)  
Esmael Ghasemi  
611 S. Catalina St., Suite 304  
Los Angeles, CA 90005  
Tel: 323.774.9827

3. **Financial Capacity.** Each proposer must demonstrate the financial means and resources to finance, operate, and sustain the operation as proposed, including start-up and pre-opening costs, inventory and sufficient working capital, and access to additional capital, if needed. To this end, each proposer must provide, with the submitted proposal, the following items. All items submitted are subject to verification by RAP.

3.1 **Good Standing.** AM Best Food, Inc. is in good standing with its financial institutions. (See credit reports, ATTACHMENT G.)

3.2 **Amount of Investment Required.** State the amount of investment you will require to provide services as proposed. This amount must include Start-Up Costs (Proposers must include a response to each proposal item listed below).

3.2.1 **Amount of investment to begin operations as proposed (to include):** (See Capital Investment Form, ATTACHMENT H.)

3.3 **Source(s) of Funding.** Proposers must include a response to each proposal item listed below.

3.3.1 **Indicate whether the proposed source of funding the above amount is cash reserves, financing from a commercial lender, other sources, or a combination thereof.**

Source of funding is a commercial lender.

3.3.2 **Of the total amount required, indicate the amount that is to be funded through each source.**

The total amount of required funding will come from a single commercial lender.

3.4 **Financial Documentation.**

3.4.1 **If cash reserves are to be used to fund the operation, provide the following.**

The necessary funding will be provided by a commercial lender; no cash reserves will be used.

**3.4.2 If loans are to be used to fund the operation, provide the following.**

A copy of an unconditional formal letter of commitment from the lender and credit rating scores for AM Best Food Inc.'s officers Mike (Mais) Azarian and Gnel Khatchatryan are included with this proposal. (See ATTACHMENT G.)

**3.4.3 Provide detailed documentation for any additional sources of funding.**

The necessary funds will be provided by the commercial lender; no additional sources of funding will be used.



# ATTACHMENT B

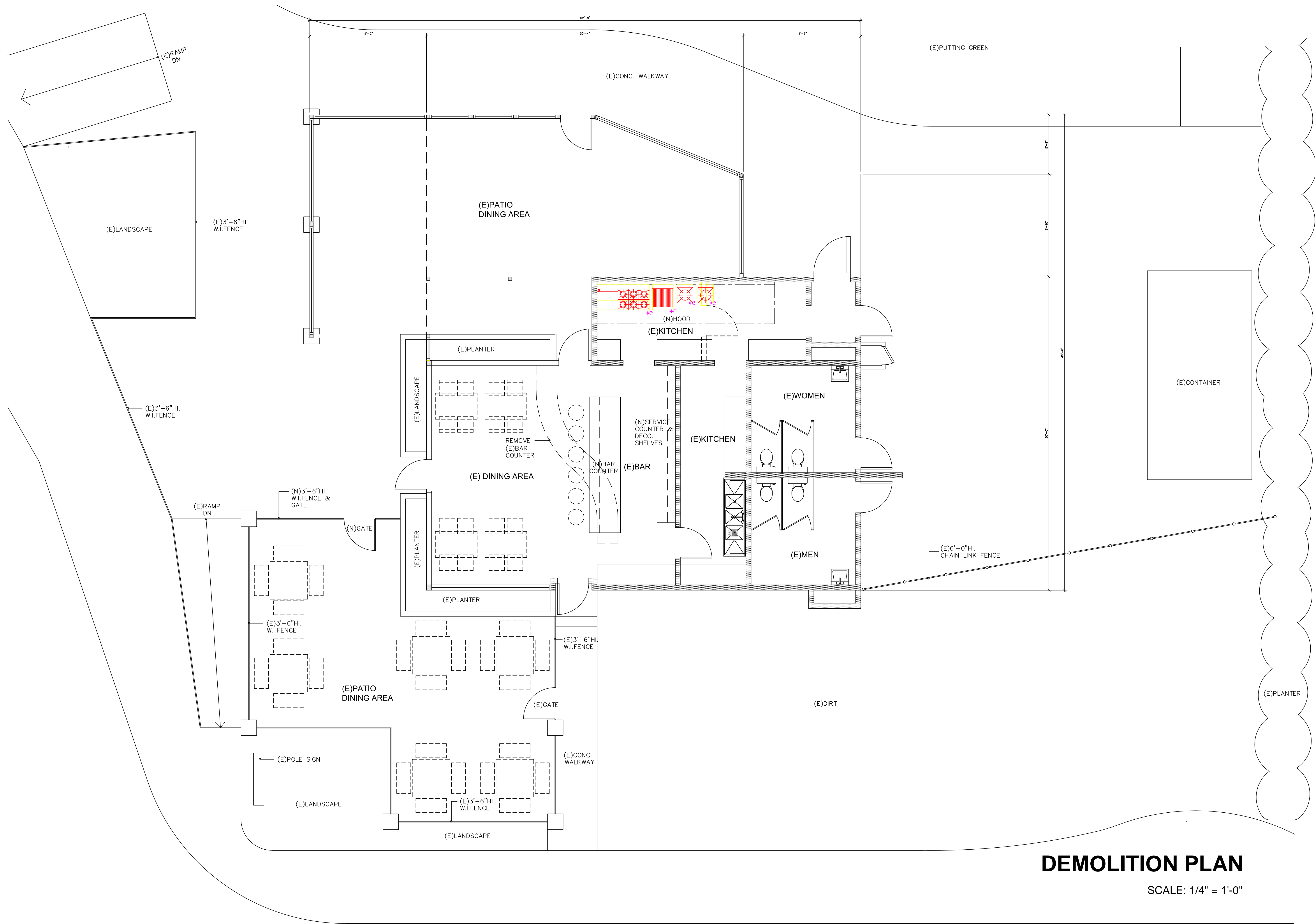
- **Capital Improvements**

- New Patios Rendering
- Demolition Plan
- Floor Plan
- Front Elevation

- **Additional Item**

- Green Restaurant





**DEMOLITION PLAN**  
SCALE: 1/4" = 1'-0"

LOS FELIZ BLVD

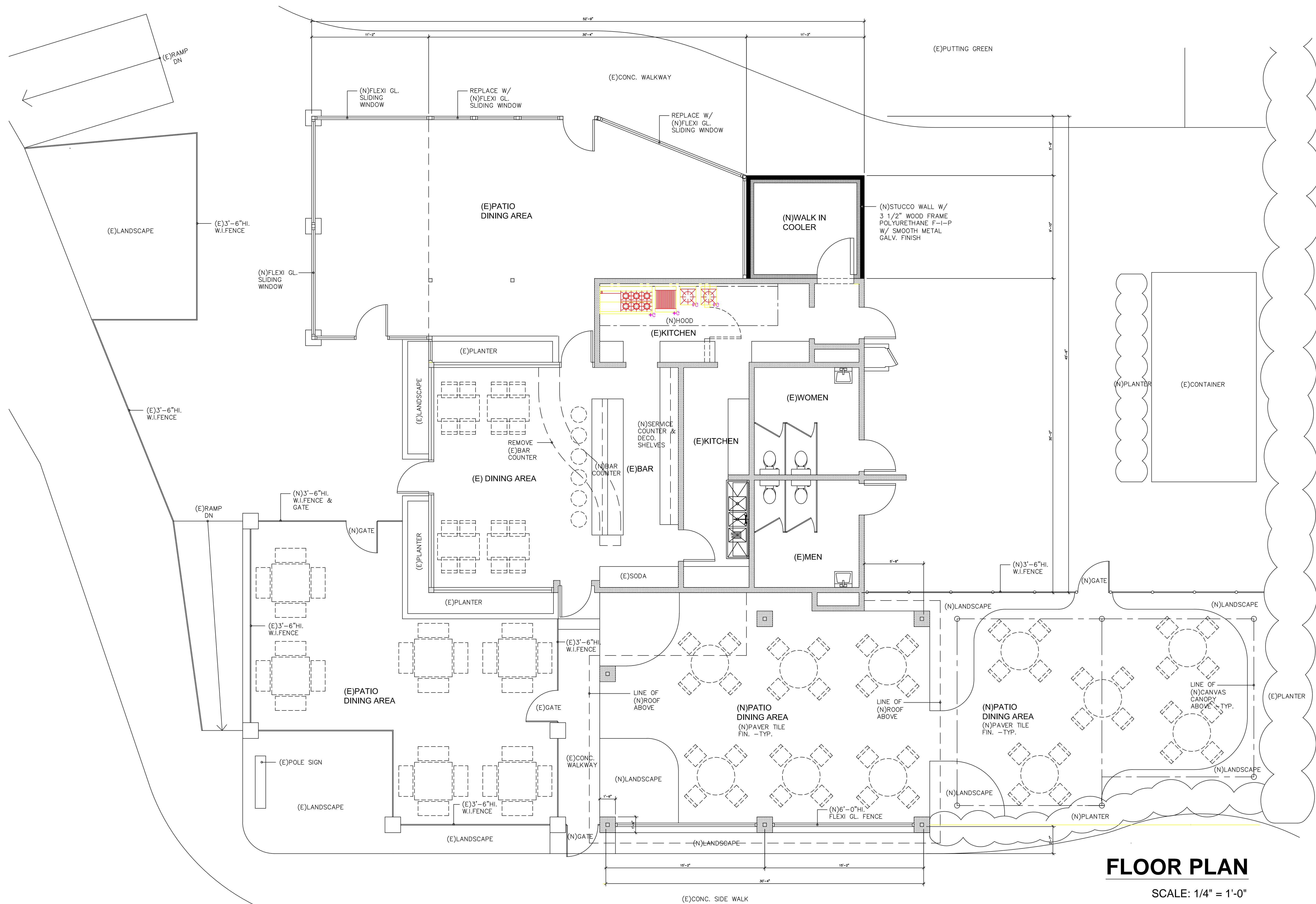
PROJECT NAME  
**LOS FELIZ CAFE**

**A&H ARCHITECTS, INC.**  
Architecture, Planning and Interiors  
2560 W. OLYMPIC BLVD., SUITE 305, LOS ANGELES, CALIF. 90006  
TEL. (213) 804-2255 E-MAIL: aarchitects.inc@gmail.com

REVISIONS	
Revisions indicated thus A:	
Date	

SHEET TITLE  
**FLOOR PLAN**

SHEET NO.  
**A100**



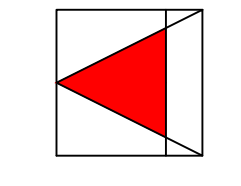
# FLOOR PLAN

SCALE: 1/4" = 1'-0"

LOS FELIZ BLVD

PROJECT NAME  
**LOS FELIZ**  
**CAFE**

**A&H ARCHITECTS, INC.**  
 Architecture, Planning and Interiors  
 2560 W. OLYMPIC BLVD., SUITE 305, LOS ANGELES, CALIF. 90006  
 TEL. (213) 804-2255 E-MAIL: aaharchitects.inc@gmail.com

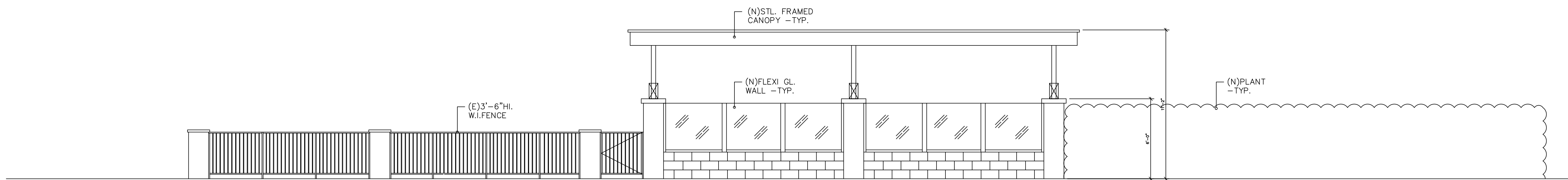


REVISIONS	
Date	Revisions indicated thus A:

Approved for the Owner by	
Approved for the Architect by	
Drawn by	
Checked by	
Date	

SHEET TITLE  
**FLOOR PLAN**

SHEET NO.  
**A200**

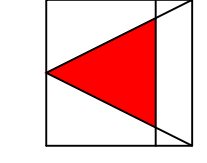


**FRONT ELEVATION**

SCALE: 1/4" = 1'-0"

PROJECT NAME  
**LOS FELIZ  
 CAFE**

**A&H ARCHITECTS, INC.**  
 Architecture, Planning and Interiors  
 2560 W. OLYMPIC BLVD., SUITE 305, LOS ANGELES, CALIF. 90006  
 TEL. (213) 804-2255 E-MAIL: aarchitects,inc@gmail.com



REVISIONS	
Date	Revisions indicated thus Δ:

APPROVED FOR THE OWNER BY: \_\_\_\_\_  
 APPROVED FOR THE ARCHITECT BY: \_\_\_\_\_  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_

SHEET TITLE  
**FRONT ELEVATION**

SHEET NO.  
**A300**

# The Green Restaurant Association



**Welcome**

**Why are you exploring Certification?**

*Greening Restaurants Since 1990*

# Today's Presentation

1. About the Green Restaurant Association
2. Steps to becoming a Certified Green Restaurant®
3. Benefits of being a Certified Green Restaurant®
4. The Business Case

*Greening Restaurants Since 1990*



# The Green Restaurant Association

- Founded in 1990
- National non-profit organization
- Mission: *Shift the restaurant industry toward ecological sustainability*
- Largest database of Green Solutions for the restaurant industry

*Greening Restaurants Since 1990*





# What is the Green Restaurant Association

- Transparent science-based standards built from the ground-up for the restaurant industry
- Most experience of any organization on the planet helping restaurants go green
- Proven track-record helping thousands of restaurants over two decades

*Greening Restaurants Since 1990*



# Certified Green Restaurants®

## Contract Food Service

Aramark  
A'viands  
AVI Food Systems  
Chartwells  
CulinArt  
Delaware North  
Eurest  
Flik  
Levy Restaurants  
Restaurant Associates  
Service Systems Associates  
Sodexo  
Xanterra Parks & Resorts

## Hotels

Omni  
Wyndham  
Forever Resorts  
Intercontinental Hotels

## Colleges

UCLA  
Harvard  
Columbia  
Northeastern  
Rice University  
Boston University  
Princeton University  
University of Connecticut

## Chain locations

Argo Tea	Dunkin' Donuts
McDonald's	Panda Express
Subway	Shake Shack
Starbucks	Buffalo Wild Wings

## Corporate Dining

Microsoft  
World Bank  
Qualcomm  
Morgan Stanley  
JP Morgan Chase  
American Express  
Federal Reserve Bank

## Attractions

Grand Canyon  
Statue of Liberty  
Mount Rushmore  
Yellowstone National Park  
Smithsonian National Museums

*Greening Restaurants Since 1990*



# Steps to become a Certified Green Restaurant®



*Greening Restaurants Since 1990*

# Step 1: Needs Assessment

On the Initial Phone Call with your Consultant, you will review:

- a) The status of your design process
- b) What decisions have yet to be made

and develop

- c) A Timeline (tied to your opening) for your Solutions
- d) The Map to Certification to track your progress

*Greening Restaurants Since 1990*



# Certified Green Restaurant® standards

Requirements	Level 1	2 Star	3 Star	4 Star	SustainaBuild™
No Polystyrene Foam	✓	✓	✓	✓	✓
Recycling	✓	✓	✓	✓	✓
Composting*	✓	✓	✓	✓	✓
Annual Education	✓	✓	✓	✓	✓
Continual Change	5 GreenPoints™ every 3 years	By the end of Year 3, restaurant must have 130 GreenPoints™ By the end of Year 6, restaurant must have 160 GreenPoints™			
<b>GreenPoints™</b>					
Energy	10 each in 3 categories	10	10	10	90
Water		10	10	10	30
Waste		10	10	10	12.5
Disposables		10	10	10	10
Chemicals		10	10	10	30
Food		10	10	10	10
Building		NA			20
<b>Total</b>	<b>80/62*</b>	<b>100</b>	<b>175</b>	<b>300</b>	<b>205</b>
<p>* Composting and Total of 80 GreenPoints™ are Required in In Baltimore, Boston, Chicago, Cleveland, Washington DC, New York City, Philadelphia, Portland OR, San Diego, San Francisco, Seattle, &amp; St. Louis. For all other cities, 62 Total GreenPoints™ are required and composting is not required.</p>					

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<http://www.dinegreen.com/#!certification-standards/ut0ot>



## Step 2: Verification

- Throughout the build-out, you send us invoices and other documents to demonstrate completion of the steps.
- Just prior to opening, we perform an Assessment to determine that you've implemented all the necessary Solutions.

*Greening Restaurants Since 1990*



# You are now a Certified Green Restaurant®

*“It’s the easiest way possible for our members to go green. Again, (The GRA) has identified the products and that’s why, to us, it’s a no brainer and that’s what makes the program so successful.”*

-Rick Sampson, CEO (retired) of New York State Restaurant Association



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# Benefits of being a Certified Green Restaurant®



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# Certification is Valued

“The real advantage of third party certifications is that other people are rigorously reviewing what you’re doing and giving you recognition. You’re not just tooting your own horn.”

Boston University, Sustainability Director  
Dennis Carlberg

Only 6% of consumers trust a restaurant whose green claims are self-reported.

Technomic survey

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# Green Marketing and PR

Certification decal



On uniforms



Table tents



Signs  
Web site  
Social media

**GREEN RESTAURANT CERTIFIED:**  
We believe that the only impact we should leave on the earth is a positive one! Our focus has been in areas such as energy management, efficient use of water to reduce excess, waste reduction & recycling, complete elimination of Styrofoam, and chemical & pollutant reduction.


On your menu

*Greening Restaurants Since 1990*



# Green Label

- Once your business becomes a Certified Green Restaurant®, all your environmental accomplishments will be 100% transparent to the public.
- The Green Label lists your certification level, steps, and points.
- All changes are updated automatically in real time.

GREEN RESTAURANT® POINTS	
 *** <b>Del Posto</b> 3 Star Certified Green Restaurant®	
Environmental Category	Points
Energy	37.55
Food	24.77
Water	16.72
Waste	57.75
Disposables	16.42
Chemicals & Pollution Reduction	19.56
Furnishings & Building Materials	14.00
<b>POINT TOTAL</b>	<b>186.77</b>

[Details of All Steps and Points](#)

Certified Since 2008

2 Stars = 100 Points · 3 Stars = 175 Points · 4 Stars = 300 Points

[Click here to see GRA's Standards](#)

# Steps Details

## Del Posto

3 Star • 175.62 Points



< 1.28gpm Pre-rinse Spray Valve	6.00
1.0gpm Faucet Aerator - Handwashing Sinks	0.86
1.5gpm Faucet Aerator - Prep Sinks	1.00
Energy Star Dish Machine	7.50
Hand Dryer	3.75
Compact Fluorescent Lamps (CFLs)	3.00
Occupancy Sensors - Restrooms	2.25
Occupancy Sensors - Walk-In	1.28
CEE Tier 2 / Energy Star Ice Machine	10.00
Walk-In Refrigerator w/Strip Curtains	1.91
Replace Gaskets on Walk-In Refrigerator	2.25
<b>Total Energy</b>	<b>39.80</b>



Certified Organic Items	0.40
Sustainable Seafood	2.40
Natural Meat, Vegetarian Feed	0.03
Natural Meat, No Hormones or Antibiotics	0.03
Natural Meat, Free Range / Cage Free	0.05
Vegetarian Purchases	0.90
Vegan Purchases	22.05
Regional Food, 300 miles or less	0.06
<b>Total Food</b>	<b>25.92</b>



1.0gpm Faucet Aerators - Handwashing Sinks	0.97
1.5gpm Faucet Aerators - Prep Sinks	1.50
< 1.28gpm Pre-rinse Spray Valves	5.75
Energy Star Dish Machine	3.00
CEE Tier 2 / Energy Star Ice Machine	3.75
Dual Flush (1.6 gpf/1.0gpf) Toilets	1.00
Automatic Faucets	0.75
<b>Total Water</b>	<b>16.72</b>

# Dinegreen.com Search Engine

Find Restaurants:

Cuisine

Location:

City or State

Green Rating:

All Ratings

Find



Quick Metro Search

[Asheville](#)

[Boston](#)

[Chicago](#)

[Los Angeles](#)

[New York](#)

[San Diego](#)

[Washington, DC](#)



1 2 3 4

Spirits,  
Eats, &  
Drinks

**Kitchen Sync**

**The Greenest Restaurant in the Southeast**

# Education is Key

## Signs

- Restaurants will get help with signs for recycling, energy/water conservation, and the environmental steps implemented. The more the signage is used, the better the program works.

## Quizzes

- Some restaurants elect to test their staff on various basic green facts about their accomplishments. GRA creates custom quizzes for these restaurants.

## Training Manuals

- Often restaurants elect to add a new environmental component to their training manual. The GRA creates customized training sections for these restaurants.

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## Barley Creek Brewing Company Top 10 Environmental Steps

1. **Recycling** can keep up to 50% of our waste out of landfills, totaling almost 2 tractor-trailers full of trash per year
2. **100%** of our lights are **LEDs**, which use up to 90% less energy, last longer, contain no mercury and emit fewer greenhouse gases than incandescent bulbs
3. Our **High Efficiency Pre-Rinse Spray Valve** saves enough water to fill 5 swimming pools each year
4. By using **Occupancy Sensors** in our restrooms and storage area, we reduce unnecessary energy use in this area by an estimated 60%
5. Our **Cold Cups, Napkins, Plastic Bags and Trash Liners** are made with materials recovered from curbside recycling
6. Over 20% of our main dishes are **Vegetarian**, which require significantly less energy and water to produce than our meat-based dishes
7. By **Not Offering Bottled Water On-Site**, we are not contributing to the 4 billion pounds of water bottles that end up in landfills each year
8. Our **Energy Star Qualified Dishwasher, Printer, Reach-In Refrigerator, Steamer and Water Heater** are 30-40% more efficient than conventional models
9. Our facility is **Styrofoam Free**, which keeps harmful chemicals and litter out of our environment
10. Our **Reusable Container Program** and use of **Reusables for Staff Meals** significantly decrease the amount of waste we produce



## Energy and Water Savings for Alumni Hall at Northfield Mount Hermon School

As a result of the environmental initiatives taken as a Certified Green Restaurant®, Northfield Mount Hermon School can save the following amounts of energy, water, and money annually.



These environmental initiatives help to save **\$21,006 in energy and water bills** during the year



**Becoming a  
Certified Green Restaurant® is  
great for business**



*Greening Restaurants Since 1990*

# 5 Business Points

1. Cut costs
2. Increase customer base
3. Improve staff morale
4. Get noticed
5. Stay ahead of legislation

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# Business Point 1

## Cut costs

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## CASE STUDY #1

In 24 high-volume, food service operations:

**Energy and Water usage reductions provided lower utility costs resulting in:**

- Annual energy savings that averaged \$125.00 *per solution* and Simple Pay Backs of only 1.5 years!
- Annual water savings that averaged \$774.00 *per sink* with a Simple Pay Back of 4-18 days!

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# TESTIMONIAL

**The efficiency improvements  
(recommended by Green Restaurant  
Association) saved \$15,000 annually.**

**Vince Tracy  
General Manager  
Town & Country Club  
St. Paul, MN**

*Greening Restaurants Since 1990*



# CASE STUDY #2:

## Elimination of bottled water

**Your GRA Environmental Consultant will help you choose products and services to benefit your bottom line**

*“I realized about a 45% return on my investment in one year and cut approximately \$1200 off my annual operating costs.” (Additionally, Jim doubled his profits in water sales!)*

*“We’ve won some of our largest catering jobs because more and more businesses are making it part of their criteria to secure contracts with green vendors.”*

Jim Solomon  
Owner of The Fireplace Restaurant  
Brookline, MA

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## CASE STUDY #3: Better management of waste

Boloco reported annual savings at 3 of its locations due to waste reduction, recycling, and composting

- Location 1: \$8,000 per year
- Location 2: \$2,000 per year
- Location 3: \$4,000 per year



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# Business Point 2

**Increase your customer base**

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# Increase your customer base

**79% of consumers prefer to  
dine at Certified Green Restaurants®**

Technomic Survey

Guests want to do the right thing... and want green verification in the form of an independent certification.

*Greening Restaurants Since 1990*



# Increase Your Customer Base and Top-Line Sales

*“We have closed over \$100,000 of additional business in the past 3 months because of our eco-friendly certified practices.”*

Windows Catering Company of Washington DC  
Certified Green Restaurant® Caterer

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# Business Point 3

## Improve staff morale

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# Improve staff morale

**78% of employees report that they would be more excited to be working at a business that became a Certified Green Restaurant®**

Technomic Survey

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# Business Point 4

## Media Attention

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# Receive media attention locally and nationally



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# Business Point 5

## Stay ahead of legislation

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## Be proactive to legislation

- Over 100 cities have banned various forms of polystyrene
- Scores of cities now require recycling
- Conventional incandescent bulbs have been banned
- Composting requirements are being enacted in cities and states
- Plastic bag bans are spreading
- Green building codes are increasingly prevalent

*Make your changes before they are required*

*Greening Restaurants Since 1990*





# Your GRA Team

## Restaurant Sustainability Consultant

- Dedicated expert helping your restaurant become a Certified Green Restaurant®
- When you need help purchasing new equipment, food, chemicals, or anything else, your Consultant will work with you and your vendors to identify the greenest options.
- Our goal is to help you make improvements that will also benefit your bottom line.

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# Your GRA Team

## Communications Department

- Decals
- Press release
- Customized social media
- All other marketing and PR needs

*Greening Restaurants Since 1990*



# Summary

- Reliable, turnkey, efficient process to green operations
- Happier guests and employees
- Save money
- GRA Environmental Consultant helps you make needed change and get certified
- Sophisticated Green Marketing Tools to communicate your Certified Green Restaurant® status to current and future guests

*Greening Restaurants Since 1990*



# CONTACT INFORMATION

**Ben Prentice**

**Client Development Manager**

**Green Restaurant Association**

617.737.4422 • [ben.prentice@dinegreen.org](mailto:ben.prentice@dinegreen.org) • [www.dinegreen.com](http://www.dinegreen.com)

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# ATTACHMENT C

- **Menus**

- **Everyday Menu**

- **Beer Garden Menu**

- **Tournament Packages**

## BREAKFAST SERVED ALL DAY EVERY DAY

### *2 - FARM FRESH EGGS ANY STYLE*

with hash browns and toast, \$7.99

your choice of sides; Ham, 3 bacon strips or 3 pork sausages, \$10.99

add corned beef hash, \$1.99

Substitutes: Cottage cheese or Tomatoes

### *CAFÉ PANCAKE BREAKFAST*

1 buttermilk pancake, your choice of Ham, 3 bacon strips or 3 pork sausages, or corned beef hash \$10.99

### *BUTTERMILK PANCAKES*

double stack \$3.95 triple stack \$6.99

### *FRENCH TOAST BREAKFAST*

French toast served with 2 eggs, and choice of ham, bacon or pork sausages \$10.99

### *EGGS BENEDICT*

poached eggs, ham, hollandaise sauce on toasted English muffin, choice of seasonal fruit or hash browns \$10.99

### *EGGS ALASKA BENEDICT*

poached eggs, Alaskan crabmeat, hollandaise sauce on toasted English muffin, choice of seasonal fruit or hash browns \$12.99

### *CORN BEEF HASH BENEDICT*

slow-cooked corned beef brisket, poached eggs and Hollandaise. Served on a grilled English muffin. \$10.99

### *HUEVOS RANCHEROS*

eggs topped with ranchero sauce, served with rice, beans, corn tortilla & topped with crème fraiche \$10.99

### *STEEL-CUT OATMEAL*

served with a side of brown sugar, raisins and milk \$5.99

### *BUILD YOUR OWN OMELETTE*

Four eggs with your selection of 3 items below, served with hash browns and toast \$11.99  
avocado, bell peppers, mushrooms, basil, tomato, onions, spinach, sausage, bacon, ham, chorizo, cheddar, Swiss, jack, feta, mozzarella, pepper jack cheese, chili cheese. Add additional items \$.99 each.

### *LOS FELIZ OMELETTE*

egg white, sliced turkey breast, avocado, cilantro. cherry tomato, onion topped  
with daybreaker salsa \$13.99

## ***BREAKFAST SANDWICHES***

*Served with a choice of fresh fruit, hash browns or black beans*

### ***EGG AND CHEESE***

scrambled eggs, cheese, lettuce, tomato, mayo choice of cheese and toast \$8.99

### ***MEAT LOVERS***

choice of bacon, pork sausage or ham \$10.99 All three meats \$12.99

### ***BREAKFAST BURRITO***

scrambled eggs, cheese, hash browns wrapped in a flour tortilla \$8.99

choice of one, ham, bacon, pork sausage, or chorizo \$10.99

### ***MEAT LOVERS BURRITO***

ham, bacon and pork sausage \$12.99

## ***BREAKFAST SIDE ORDERS***

Bacon or Pork Sausage (4pc)	\$3.99	Toast & Jelly	\$1.99
Ham (2pc)	\$3.99	wheat, white, sourdough, rye, English muffin	
Fresh Tomato (3 slices)	\$1.75	Hash Browns	\$3.99
2 Eggs	\$3.50	with cheese and green onion	\$5.50
Bagel and Cream Cheese	\$3.99	Cottage Cheese	\$3.50
Corn Beef Hash	\$4.99	Chorizo	\$3.50
Beef Patty	\$3.95	Beans & Rice	\$3.99

## ***SIDES***

Chicken Tenders	\$6.99	Garden Salad	\$5.99
French Fries	\$3.99	Cole Slaw	\$2.99
Onion Rings	\$4.99	Avocado	\$1.99
Fresh Seasonal Fruit	\$4.95		

## ***SOUP***

*Ask your server about today's selection of homemade soup*

## *HAND CRAFTED BURGERS*

*Our twice ground blend of 85 percent chuck, 15 percent sirloin  
Choice of French Fries, Onion Rings, Salad, Coleslaw, Fresh Fruit, Homemade Chili or Soup  
(Add a sunny side up egg to your favorite burger \$.99)*

### *CLASSIC BURGER*

tomatoes, lettuce, onion, or caramelized, pickles, and our signature burger sauce, toasted bun. \$8.99  
Double beef add \$1.99

### *CHEDDAR CHEESE BURGER*

tomatoes, lettuce, pickles, onion, or caramelized and our signature burger sauce on a toasted bun \$9.99  
Double cheese add \$.99

*APPLEWOOD SMOKED BACON CHEDDAR CHEESEBURGER \$10.99*  
add Texas BBQ sauce \$.99

### *CHILI CHEDDAR CHEESE BURGER*

tomatoes, lettuce, pickles, onion, or caramelized and our signature burger sauce on a toasted bun \$10.99

### *BACON GUACAMOLE DELUXE*

housemade guacamole, applewood smoked bacon, pepper jack cheese, chipotle mayonnaise, red onions, tomatoes and jalapeños. \$11.99

### *BACON BLUE CHEESE BURGER*

chipotle, bleu cheese crumbles, applewood smoked bacon, grilled onions, tomatoes, Parmesan-crusted bun, roasted garlic aioli \$12.99

### *CHICKEN FRIED STEAK BURGER*

beef patty hand breaded and fried, pepper cream gravy, pepper jack cheese, sliced avocado, tomatoes, mayonnaise, fried egg, toasted bun \$12.99

### *TURKEY OR VEGGIE BURGER*

Substitute a turkey or veggie patty for your favorite burger above at no charge

## *COLD SANDWICHES*

*Choice of French Fries, Onion Rings, Salad, Coleslaw, Fresh Fruit, Homemade Chili or Soup  
white, wheat, rye or sourdough bread*

### *CLUB SANDWICH*

made with turkey and bacon	\$11.99
avocado lettuce and tomato	\$9.99
bacon lettuce and tomato	\$9.99
Turkey Avocado Sandwich	\$11.99
Tuna Salad Sandwich	\$11.99
Turkey and Swiss Cheese	\$10.99

### *CILANTRO LIME CHICKEN TACOS*

2 tacos made with grilled chicken, Asian cilantro & ranchero cheese	\$7.99
Beef Soft Tacos	\$8.99
tomatoes, onion, cilantro and served with 1 side	
Ham and American Cheese	\$9.99
Ham, Turkey & Swiss, on a baguette roll	\$11.99



## ***HOT SANDWICHES***

*Choice of French Fries, Onion Rings, Salad, Coleslaw, Fresh Fruit, Homemade Chili or Soup*

### ***PHILLY CHEESE STEAK***

grilled onion, green peppers, mushroom, Swiss cheese on a baguette \$11.99

### ***PASTRAMI***

thinly sliced peppered pastrami, ground mustard, caramelized onions, melted Swiss, pickles on rye bread \$11.99

### ***CHIPOTLE GRILLED CHICKEN & CHEESE***

shredded grilled chicken breast, Swiss gruyere, caramelized onions, chipotle mayo, on toasted Sourdough \$11.99

### ***PATTY MELT***

beef patty, grilled onions, Swiss and cheddar cheeses, Thousand Island dressing on grilled rye or sourdough \$10.99

### ***TUNA MELT***

Seasoned tuna, mayo, chopped celery, pickle relish grilled with choice of cheddar, American, pepper jack or mozzarella cheese, on rye or sourdough breads \$10.99

### ***GRILLED CHEESE***

choice of cheddar, American, pepper jack or mozzarella cheese, on white, rye or sourdough breads \$6.99  
add ham \$1.99

### ***HAND PULLED TURKEY DIP***

slow-roasted turkey breast, Swiss cheese, caramelized onions, creamy horseradish on a baguette roll \$11.99

## ***VEGETARIAN SPECTRUM "EATING GREEN"***

### ***VEGGIE QUESADILLA***

avocado, spinach, mushroom, bell pepper, mozzarella, cheddar cheese in a flour tortilla \$11.99

### ***VEGGIE BURRITO***

avocado, rice beans, mushroom, spinach, bell pepper, cilantro & cheese \$11.99

### ***VEGGIE EGG WHITE OMELETTE***

avocado, mushroom, spinach, bell pepper, onion, tomato \$13.99

### ***VEGAN BURITTO***

Avocado, mushroom, spinach, bell, pepper and Hummus in a wheat tortilla \$12.99

### ***VEGGIE AND TURKEY BURGERS***

See burger section

## *SALADS*

### *WEDGE SALAD*

iceberg lettuce, topped with crumbled bacon, diced tomatoes, red onions, and bleu cheese dressing \$5.95

### *ASIAN GRILLED CHOPPED CHICKEN SALAD*

grilled chicken breast, romaine, Romaine lettuce, Napa cabbage, red bell peppers, snow peas, green onions, shredded carrots, sesame seeds, crisp wonton strips, cilantro and mandarin oranges tossed in honey ginger dressing. \$11.99

### *CLASSIC CAESAR SALAD*

hearts of romaine tossed in our classic Caesar dressing with shredded Parmesan cheese, garlic croutons and grape tomatoes \$8.99

### *FRESH MOZZARELLA SALAD*

light and fresh Caprese-style salad! Fresh mozzarella and tomato wedges with basil, red onion, and Parmesan cheese drizzled with balsamic glaze (Side salad size) \$9.99

### *SANTA FE SALAD*

blackened chicken breast, red onions, fire-roasted red bell peppers, jack and cheddar cheese, avocado, corn, diced tomatoes and crisp corn tortilla strips tossed with Santa Fe dressing \$11.99

### *ROASTED WALNUT BEET SALAD*

Buratta cheese, field greens, red onion, tomato, toasted walnuts served with a balsamic vinaigrette \$11.99

*DINNER FAVORITES*  
*SMALL PLATES MENU*

*FIG & BLUE CHEESE SALAD*  
candied Pecans, Arugula, & Champagne Vinaigrette~ 12

*LETTUCE CUPS*  
with Szechuan Glazed Chicken ~ 10

*BABY HEIRLOOM TOMATO SALAD*  
Burrata Cheese and Balsamic Vinaigrette ~ 10

*ROASTED BEET SALAD*  
Goat Cheese & Toasted Pistachios ~ 8

*SKIRT STEAK*  
Grilled Corn, Arugula Salad & Romesco Sauce~ 12

*SALT AND PEPPER CALAMARI*  
Lemon Zest and Garlic Aioli ~ 9

*PAN SEARED GARLIC PEPPER SHRIMP*  
Creamy Lemon Scented Risotto ~ 13

*SEARED SCALLOPS & ASPARAGAS*  
with Lemon Scented Risotto ~ 13

*JUMBO LUMP CRAB CAKES*  
with Remoulade Sauce ~ 12

*SOUP*

*Homemade Soup of the Day -5 or Tureen of Classic French Onion Soup - 7*

## *SALADS*

### *CLASSIC WEDGE SALAD*

A fresh crisp wedge of iceberg lettuce, with our own blue cheese dressing accompanied ~ 7

### *CLASSIC CAESAR SALAD*

Hearts of romaine lettuce, tossed in a tangy with shaved parmesan, Caesar dressing ~ 7

## *ENTREES*

Today's Fresh Seafood ~ market price

### *MACADAMIA NUT CRUSTED JIDORI CHICKEN*

With a light chardonnay wine sauce ~ 18

### *SCAMPI STYLE SHRIMP AND SCALLOPS*

Jumbo Gulf of Mexico shrimp and Canadian scallops served over garlic spaghettini pasta ~ 24

### *NEW ZEALAND RACK OF LAMB*

Roasted rack of lamb with a rosemary port wine sauce ~ 28

### *CHARBROILED 8 OZ. FILET MIGNON*

Served with a port wine demi glaze sauce ~ 24

## *SIDES ORDERS* ~ 4

Macaroni & cheese, Mashed potatoes, Baked potato, Rice pilaf, Vegetable de jour  
Creamed spinach, Fruit bowl, Shoestring French Fries, Steak fries

## *DESSERTS* - 7

New York cheesecake, Crème Brulee or Ice Cream Sundae

## *BEER SELECTIONS*

### *BOTTLE BEER*

Amstel Light, Lager \$6  
Angel's Demise, IPA \$7  
Budweiser, Lager \$6  
Bud Light, Lager \$6  
Coors \$6  
Corona \$7  
Green Flash, Double IPA \$8  
Guinness, Stout \$8  
Samuel Adams, Lager \$8  
Scrimshaw, Pilsner \$7  
Shiner Bock, Bock \$7  
Sierra Nevada, Pale Ale \$7  
Stella Artois, Pilsner \$7  
Tecate \$6

### *BEER ON TAP* *17 OUNCE \$7.00*

Blue Moon Wheat beer  
Sculpin IPA  
Grapefruit Sculpin IPA  
Indica IPA.  
Modello Especial  
Modello Negra  
Heineken, Lager  
Lagunitas  
Ladyface IPA  
Hop Ninja  
Cream Ale  
Breaker Pale Ale Long Beach  
Great White

### *GERMAN BEERS* *17 OUNCE \$8.00*

Weihenstephan  
Hacker-Pschoor  
Schneider  
Ayinger Celebrator Doppelbock

## *FEATURED COCKTAILS*

### **AMERICAN MULE \$9**

Kettle One vodka, ginger beer garnish with lime

### **CLASSIC MARTINI \$8**

Russian standard vodka, vermouth, garnish with lime

### **BASIL MARTINI \$8**

Vodka, agave tequila, tonic, water, garnish with basil

### **CLASSIC COSMOPOLITAN \$7**

Russian vodka, triple sec cranberry, lime

### **BLOODY MARY \$7**

Vodka with fresh made bloody mary mix

### **FRESH SQUEEZED LIME JUICE MARGARITA \$8**

Cuervo 1800 Gold tequila, Cointreau, Grand Marnier, fresh squeezed lime juice

### **MOJITO \$7**

Mount Gay rum, lime juice, soda, sugar and mint

### **MAI TAI \$8**

Morgan's spiced rum, tropical fruit juices

### **OLD FASHIONED \$7**

Old Forester, Angostura bitters, simple syrup, orange

### **TRIPLE CROWN WHISKY SOUR \$9**

Jack D bourbon, Pamplemousse, lemon juice, and Montenegro Amaro

## *WINE*

*WE FEATURE ROBERT MONDAVI WOODBRIDGE VARIETALS*

Glass \$6 Bottle \$22

CHARDONNAY

MERLOT

CABERNET SAUVIGNON

## BEER GARDEN MENU

### STARTERS OR WHENEVER YOU WANT IT

#### *SAUSAGE POPPERS \$9*

Jalapeños wrapped in bacon stuffed with breakfast sausage and cream cheese.

#### *FRIED GERMAN PICKLES \$7*

battered and fried slices, served with ranch dressing

#### *SEASONED FRIES \$5*

Fresh cut fries seasoned and served with ketchup

#### *GARLIC PARMESAN FRIES \$7*

basket of fries, lots of garlic, lots of parmesan and parsley.

#### *CILANTRO LIME CHICKEN TACOS \$8*

2 tacos made with grilled chicken, Asian cilantro & ranchero cheese

#### *SOUTHWESTERN QUESADILLA \$12*

black beans, onions, peppers, tomatoes, corn, cilantro, pepper jack cheese w garlic chili powder, sour cream

#### *VEGGIE QUESADILLA \$12*

avocado, spinach, mushroom, bell pepper, mozzarella, cheddar cheese in a flour tortilla

#### *WEDGE SALAD \$6*

iceberg lettuce, topped with crumbled bacon, diced tomatoes, red onions, and bleu cheese dressing

#### *ASIAN GRILLED CHOPPED CHICKEN SALAD \$12*

grilled chicken breast, romaine, Napa cabbage, red bell peppers, snow peas, green onions, shredded carrots, sesame seeds, crisp wonton strips, cilantro and mandarin oranges tossed in honey ginger dressing.

#### *PUB PRETZEL \$7*

large Bavarian pretzel, spicy dijon mustard, sweet bavarian mustard, warm beer cheese

#### *BUFFALO CHICKEN WINGS*

8ea - \$9

12ea - \$12

16ea - \$15

24ea - \$22

full flavored spicy buffalo sauce; available mild or hot and served w celery, carrot sticks and blue cheese dip

#### *CRISPY ASIAN CHICKEN WINGS*

8ea - \$9

12ea - \$12

16ea - \$15

24ea - \$22

honey, soy sauce, rice vinegar, sesame oil, chili garlic paste, ginger and teriyaki sauce

## SAUSAGE FEST

### PICK DA WURST \$8

Sausage choice grilled and seared w caramelized onions, sauerkraut, spicy brown mustard, fries  
choice of haus slaw or potato salad

*BRATWURST (PORK)*

*RINDSWURST (BEEF)*

*BOCKWURST (VEAL & PORK)*

*KNOCKWURST (KOSHER)*

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### POLISH KIELBASA \$8

polish kielbasa, bbq sauce

### HUNGARIAN SAUSAGE, KOLBASZ \$8

seasoned w paprika, tomato, red onions, green sweet chili pepper, pickle and "Gulyáskrèm", goulash  
spicy cream

### ARMENIAN SAUSAGE SANDWICH \$8

soujouk sausage, kasseri cheese, tomato, pickles, hot peppers, ketchup, and mayo on a bun

### Veggie Sausage \$8

veggie smoked apple sausage, wild arugula, avocado, tomato, crispy onions, spicy basil aioli

## BURGERS AND SANDWICHES

### CLASSIC BURGER \$9

tomatoes, lettuce, raw onion or caramelized, pickles, and our signature burger sauce, toasted bun.  
Double beef add \$1.99 Substitutes: turkey or veggie patty

### CHEDDAR CHEESE BURGER \$10

tomatoes, lettuce, pickles, onion, or caramelized and our signature burger sauce on a toasted bun  
Double cheese add \$.99

### APPLEWOOD SMOKED BACON CHEDDAR CHEESEBURGER \$11

add Texas BBQ sauce \$.99

### PASTRAMI DIP \$12

yellow mustard, pickles, caramelized onions, fries

### PULLED PORK SANDWICH \$11

slow roasted pork, onions, jalapeno, mustard mayo, fries  
add Texas bbq sauce \$.99

### REUBEN \$11

thin sliced corned beef served with sauerkraut, Swiss cheese and homemade thousand island dressing on  
German rye bread

### PHILLY CHEESE STEAK \$12

grilled onion, green peppers, mushroom, Swiss cheese on a baguette



## *PIZZA*

Half Size \$9.00

Large \$16.00



### *SAUSAGE + CHILI OIL*

pomodoro tomato sauce, housemade fennel sausage, mozzarella, thyme, chef's chili oil



### *BLACK + BLUE*

cajun chicken breast, smoked bacon, mozzarella, caramelized onions, blue cheese, green onions, tomatoes



### *PEPPERONI, RED ONION + BLACK OLIVES*

tomato sauce, mozzarella, cup and char pepperonis



### *LAVASH MUSHROOM + BACON CRISP*

housemade cream sauce, mozzarella, blue cheese, bacon, caramelized onions, balsamic, fresh thyme

## ***BEER SELECTIONS***

### ***BOTTLE BEER***

Amstel Light, Lager \$6  
Angel's Demise, IPA \$7  
Budweiser, Lager \$6  
Bud Light, Lager \$6  
Coors \$6  
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Samuel Adams, Lager \$8  
Scrimshaw, Pilsner \$7  
Shiner Bock, Bock \$7  
Sierra Nevada, Pale Ale \$7  
Stella Artois, Pilsner \$7  
Tecate \$6

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***17 OUNCE \$7.00***

Blue Moon Wheat beer  
Sculpin IPA  
Grapefruit Sculpin IPA  
Indica IPA.  
Modello Especial  
Modello Negra  
Heineken, Lager  
Lagunitas  
Ladyface IPA  
Hop Ninja  
Cream Ale  
Breaker Pale Ale Long Beach  
Great White

### ***GERMAN BEERS***

***17 OUNCE \$8.00***

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Hacker-Pschoor  
Schneider  
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*WE FEATURE ROBERT MONDAVI WOODBRIDGE VARIETALS*

Glass \$6 Bottle \$22

*CHARDONNAY*

*MERLOT*

*CABERNET SAUVIGNON*

**TOURNAMENT PACKAGES**  
***GOLF OUTING FOOD & BEVERAGE MENU***

***BREAKFAST***

***THE SHOTGUN - \$7.99***

Breakfast sandwich and breakfast burrito  
Freshly brewed coffee and decaf

***GOOD MORNING - \$13.00***

Fresh orange juice  
Danish, Muffins and bagels w cream cheese  
Seasonal fresh Fruit  
Freshly brewed coffee and decaf

***BOXED BREAKFAST - \$15.00***

Small breakfast burrito  
Juice  
Seasonal fresh fruit  
Danish or muffin

***HOT BREAKFAST - \$15.00***

Fluffy scrambled eggs with chives, smoked bacon,  
country pork sausage with home fries  
fresh breakfast bakeries  
Freshly brewed coffee and decaf

***BOXED LUNCH***

*AVAILABLE AS A PRE-SET ON GOLF CARTS OR DISTRIBUTED ON THE COURSE*

***THE CENTENNIAL - \$15.00***

Select from turkey breast or smoked ham wraps  
Snickers candy bar or chocolate chip cookie  
Lays potato chips  
Fresh fruit (banana or apple)  
Bottled water

***THE GRIFFITH PARK - \$20.00***

Grilled chicken breast sandwich with mustard aioli  
Snickers candy bar or chocolate chip cookie  
Lays potato chips  
Fresh fruit (banana or apple)  
Bottled water

***SPECIALTY BUFFETS***

***NEW YORK DELI - \$25.00***

Smoked turkey, country ham, and roast beef  
Potato and pasta salads  
Imported and domestic cheeses  
Relish and condiment display  
Fresh baked bread and rolls  
Macadamia nut cookies

***ALL-AMERICAN BBQ - \$25.00***

Mixed field green salads w assorted dressings  
hamburgers and cheeseburgers  
marinated BBQ chicken breasts  
country style oven baked beans  
Potato and pasta salads  
Relish and condiment display  
Fudge walnut brownies

***SOUTH OF THE BORDER - \$22.00***

Taco salad, green chili chicken enchiladas  
Beef taquitos  
Rice and beans  
Chips and salsa  
Flan

***ESSENCE OF THE MEDITERRANEAN - \$25.00***

Caesar salad and antipasto salad  
Lasagna Parmigiana  
Spaghetti w meatballs and Italian sausage  
Fresh baked breads and rolls  
Tiramisu

***PAN ASIAN BUFFET***

***EGG DROP SOUP***

Chicken Broth, Shitake Mushrooms, Ginger, Sesame Oil

***NAPA CABBAGE SALAD***

Romaine, Julienne Carrots, Red Bell Peppers, Scallions, Toasted Sesame Vinaigrette

***SHRIMP SALAD***

Cellophane Noodles, Bay Shrimp, Toasted Peanuts, Ginger Soy Vinaigrette

***MANDARIN ORANGE CHICKEN***

Slow Cooked Chicken, Orange Glaze, Sliced Scallions

***SZECHWAN BEEF AND BROCCOLI***

Flank Steak, Soy Glaze, Steamed Broccoli, Sesame Seeds

***JASMINE RICE***

***DESSERT BUFFET***

Gingered Lemon Bars, Fortune Cookies, Coconut Custard Tarts, Almond Cookies

Freshly Brewed Coffee, Tea and Decaf

\$25.00 Per Person

***BEVERAGE OPTIONS***

***DRINK TICKETS***

Drink tickets will be pre-sold, and distributed in pairs, for \$8.00 including tax and gratuity.

One ticket is redeemable for water, soda, Gatorade or domestic beer.

Two tickets are required for imported beer, mixed drinks or liquor “minis.”

This is a great way to take care of your player’s first few drinks and then allow them to purchase additional items on their own.

Upon request, we can also create custom drink tickets by adding your company, group or sponsor logos for no additional charge.

***HOSTED BEVERAGE CART***

Run a “tab” for all drinks, food and cigars on the beverage cart. All charges, plus a 20% service charge, are due at the conclusion of the event. Products can be charged to the tab and/or pre-set a monetary limit in advance.

All food and beverage products and services subject to a 20% service charge and local applicable sales tax

# ATTACHMENT D

- Current Permits
- Community Partners
- Additional Services
  - Beer Garden
- Submittal Form



COUNTY OF LOS ANGELES

**Public Health**

Jeffrey D. Gunzenhauser, M.D., M.P.H.  
Interim Health Officer

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

**Public Health Permit**  
**FY 2017/2018**  
**Valid Until 6/30/2018**



**PR Number:** PR0191919  
**Program ID:** LOS FELIZ CAFE - WAREHOUSE  
**Description:** FOOD WAREHOUSE (0-4,999) SQ. FT.

**Facility Owner - Mail Address**

AM BEST FOOD INC  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039

**Facility Location**

LOS FELIZ CAFE  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039

533



COUNTY OF LOS ANGELES

**Public Health**

Jeffrey D. Gunzenhauser, M.D., M.P.H.  
Interim Health Officer

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

**Public Health Permit**  
**FY 2017/2018**  
**Valid Until 6/30/2018**



**PR Number:** PR0020539  
**Program ID:** LOS FELIZ CAFE  
**Description:** RESTAURANT (61-150) SEATS HIGH RISK

**Facility Owner - Mail Address**

AM BEST FOOD INC  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039

**Facility Location**

LOS FELIZ CAFE  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039



THIS PERMIT MUST BE POSTED AT PLACE OF BUSINESS  
**CITY OF LOS ANGELES TOBACCO RETAILER'S PERMIT**  
 THIS PERMIT IS VALID FROM JANUARY 1, 2018 TO DECEMBER 31, 2018

L.A.M.C Sec. 46.91

ISSUED: 12/16/2017

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED
0000480189-0001-0	N005	TOBACCO RETAILER	9/21/2010

AM BEST FOOD INC  
 3207 LOS FELIZ BLVD  
 LOS ANGELES CA 90039-1508

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3207 LOS FELIZ BLVD  
 LOS ANGELES, CA 90039-1508



PERMIT MUST BE  
 PROMINENTLY DISPLAYED

**2018**

OFFICE OF THE CITY ATTORNEY

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

# CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED  
BUSINESS TAX

ISSUED: 11/28/2015

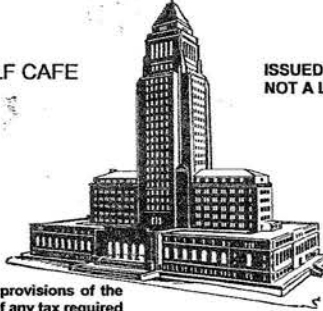
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000480189-0001-0	LGR2	GR2-Ord 183419	1/1/2015	ACTIVE

AM BEST FOOD INC  
AM BEST FOOD / LOS FELIZ GOLF CAFE  
3207 LOS FELIZ BLVD  
LOS ANGELES CA 90039-1508

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY  
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED TO

3207 LOS FELIZ BLVD  
LOS ANGELES CA 90039-1508



ISSUED BY:

*Christine P. Christwell*

DIRECTOR OF FINANCE

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev. 11/15)

IMPORTANT - READ REVERSE SIDE

City of Los Angeles Office of Finance

Police Alarm Permit Renewal Confirmation Letter

This is a confirmation receipt for your submitted Police Alarm Renewal. Please print and keep this receipt for your records.

Transaction Information:

Your Renewal was submitted and received on 11/02/2017

The confirmation number for this transaction is **A0002451993000192018**

Your online payment of \$31.00 was submitted and received.

Permit Number: 0306250-58

Account Number: 0002451993-0001-9

Legal Name: MAIS AZARIAN

Address: 3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039-1508

Fund/Class Code: P917

Period: 201800A

**STATE OF CALIFORNIA**  
**DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL**  
**ALCOHOLIC BEVERAGE LICENSE**  
ON-SALE BEER

**VALID FROM**

Mar 01, 2017

AZARIAN, MIKE  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039-1508

**EXPIRES**

Feb 28, 2018

**TYPE NUMBER DUP**

40 475001

AREA CODE

1933 04

BUSINESS ADDRESS DBA: AM BEST FOOD LOS FELIZ CAFE  
(IF DIFFERENT)

RENEWAL

CONDITIONS

OWNERS: AZARIAN, MIKE



**IMPORTANT INFORMATION**

**EFFECTIVE PERIOD:** This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/datport/LQSMenu.html>.

**RENEWAL NOTICES:** Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

**RENEWAL DATES:** It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

**RENEWAL PAYMENTS:** Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. "renewal") must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

**SEASONAL LICENSES:** It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

**POSTING:** Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

**CONDITIONS:** A copy of all applicable conditions must be kept on premises.

**LICENSEE NAME:** Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by "AND XX OTHERS". All names are on file and available upon request from your local ABC office.

**DBA:** If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distmap.html>.

**NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.**

MUST BE DISPLAYED CONSPICUOUSLY AT LOCATION ADDRESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

**CIGARETTE AND TOBACCO PRODUCTS LICENSING ACT OF 2003  
RETAILER'S LICENSE**



LICENSE NUMBER

LR Q STF 91-313684

BUSINESS MAILING ADDRESS:  
LOS FELIZ CAFE  
AM BEST FOOD INC  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039-1508

LOCATION ADDRESS:  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039-1508

**EFFECTIVE DATE:**

05/01/2017 - 04/30/2018

THE LICENSE HAS BEEN ISSUED TO YOU  
UNDER DIVISION 8.6 (COMMENCING WITH  
SECTION 22970) OF THE CALIFORNIA BUSINESS  
AND PROFESSIONS CODE.

NOT VALID AT ANY OTHER LOCATION ADDRESS.

IS HEREBY AUTHORIZED TO ENGAGE IN THE SALE OF  
CIGARETTES AND TOBACCO PRODUCTS.

THIS LICENSE IS VALID FOR THE EFFECTIVE DATE OR UNTIL SUSPENDED, REVOKED, OR CANCELED, AND IS NOT TRANSFERABLE.  
FOR GENERAL TAX QUESTIONS PLEASE TELEPHONE OUR TAXPAYER INFORMATION SECTION AT 800-400-7115 (TTY 711).  
FOR INFORMATION ON YOUR RIGHTS, CONTACT THE TAXPAYERS' RIGHTS ADVOCATE OFFICE AT 888-324-2798 OR 916-324-2798.

BOE-443-LR REV.3 (3-11)

**A MESSAGE TO OUR LICENSE HOLDER**

**As a retailer, you have certain rights and responsibilities under the Cigarette and Tobacco Products Licensing Act of 2003. In order to assist you in your endeavor and to better understand the law, we offer the following informational sources:**

- The Cigarette and Tobacco Products Licensing Act of 2003 found under Division 8.6 (commencing with section 22970) of the California Business and Professions Code.
- Our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Our toll-free Taxpayer Information Section at 800-400-7115 (TTY 711).

As a retailer, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board of Equalization (BOE) representative when requested. In addition, you must keep the records on file at the location identified on your license for at least one year after the date of purchase. Specific requirements are set forth in the Cigarette and Tobacco Products Licensing Act of 2003.

You must notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. This license is valid only for the type of ownership and location specified on the license. A person who obtains a license as a retailer who ceases to do business, or who never commenced business, or whose license has been suspended or revoked, shall also notify the BOE immediately by writing to the State Board of Equalization, Special Taxes and Fees, P.O. Box 942879, Sacramento, CA 94279-0088 in order to make arrangements to surrender the license, or by giving the license to a BOE representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the BOE, please contact the Taxpayers' Rights Advocate office for help by calling, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

**License must be displayed at location address for which issued and must be visible to your customers.**

STATE BOARD OF EQUALIZATION

Special Taxes and Fees

## SELLER'S PERMIT



ACCOUNT NUMBER

1/1/2009 SR AS 101-198992

LOS FELIZ CAFE  
AM BEST FOOD INC  
3207 LOS FELIZ BLVD  
LOS ANGELES, CA 90039-1508

**NOTICE TO PERMITTEE:**  
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

*Not valid at any other address*

**For general tax questions, please call our Information Center at 800-400-7115.**

**For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.**

BOE 442-R REV. 15 (2-06)

### A MESSAGE TO OUR NEW PERMIT HOLDER

**As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:**

- Visiting our website at [www.boe.ca.gov](http://www.boe.ca.gov)
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

**As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,**

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3310.

**Please post this permit at the address for which it was issued and at a location visible to your customers.**

STATE BOARD OF EQUALIZATION

Sales and Use Tax Department

Community Partners  
Los Angeles City Firefighters





January 29, 2018

TO: Whom it May Concern

RE: Concession Renewal – Los Feliz Café

**Board of Directors**

**Officers**

Lucinda Starrett  
*Chair*

Thomas R. Miller  
*Vice Chair*

David A. McGowan  
*Treasurer*

Judith Kieffer  
*Secretary/Executive Director*

Barry A. Sanders  
*Founder and Chairman Emeritus*

The purpose of this letter is to support the continuation of the concession agreement for AM Best Food, Inc. doing business as Los Feliz Café. The Los Feliz Café ownership and staff have consistently supported the Los Angeles Parks Foundation with in-kind donations for our annual fundraising events. They have demonstrated a financial commitment as well as time and effort to support our efforts to raise funds to enhance, expand, preserve and promote our city of Los Angeles parks.

The Los Feliz Café ownership has been a true partner for our parks.

**Directors**

Denise Booth

Tom Gilmore

Carlyle Hall

David Nickoll

Randy Paskal

Thomas Safran

Carmel Sella

Edwin L. Solot, Jr.


Candy Spelling

Steve Sugerman

Jonathan Y. Thomas

Jill Werner

Sincerely,



Judith Kieffer  
Executive director



Community Partners  
Leukemia and Lymphoma Society



## Beer Garden at Los Feliz

The Los Feliz Cafe brings burgers, brats, specialty foods and beer to the café restaurant at the Los Feliz golf course. There is indoor seating, but the expansive patio is where music, food and fun will take place every weekend and on sultry summer nights!

The hours of operations are as follows:

Friday; 4 pm to Midnight

Saturday; 12:00 Noon to Midnight

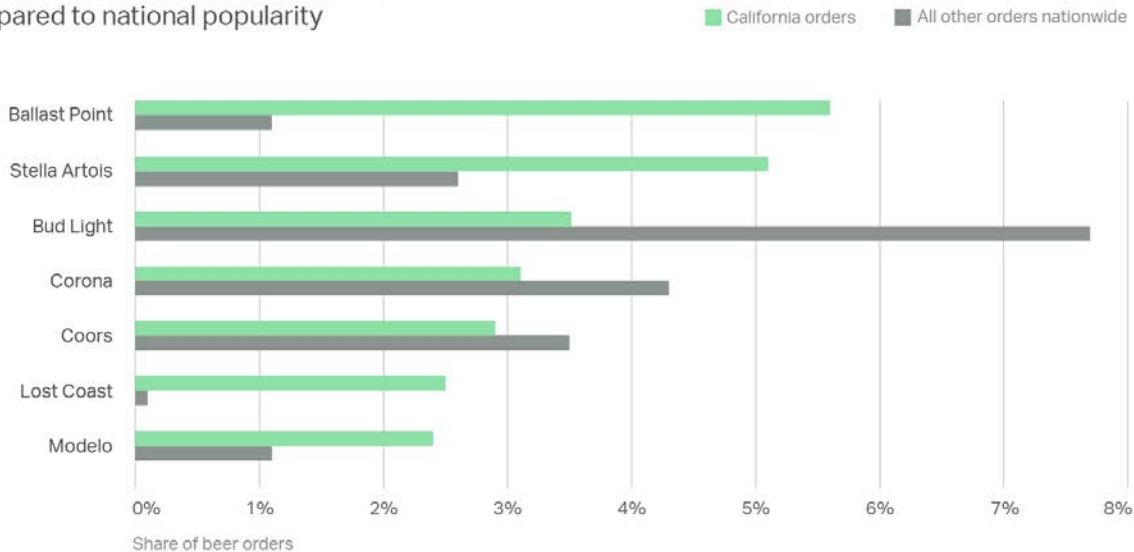
Sunday; 12:00 Noon to 8:00 pm

People will come to the beer garden at Los Feliz to enjoy a broad selection of California consumer favorite beer styles, international sausages and sandwiches, homemade pizza at communal tables in an outdoor patio environment to enjoy entertainment, events, outdoor games, and comradery.

The real attraction here's the outdoor area, loaded with picnic tables patio tables and featuring a band shell for live music and plenty of thirsty patrons. The beers are local and international, the people drinking them are friendly, and heat lamps stand guard to ensure the drinking continues deep into the night, even when the weather's not ideal...

The bottle beer and draught beer menu selections are based upon market research of the Southern California consumer.

### Most-Ordered Beer Brands in California compared to national popularity



German Beer top sellers are also represented on the beer menu!

Our beer garden food selections are reasonably priced to encourage a broad market appeal.

## BEER GARDEN MENU

### STARTERS OR WHENEVER YOU WANT IT

#### *SAUSAGE POPPERS \$9*

Jalapeños wrapped in bacon stuffed with breakfast sausage and cream cheese.

#### *FRIED GERMAN PICKLES \$7*

battered and fried slices, served with ranch dressing

#### *SEASONED FRIES \$5*

Fresh cut fries seasoned and served with ketchup

#### *GARLIC PARMESAN FRIES \$7*

basket of fries, lots of garlic, lots of parmesan and parsley.

#### *CILANTRO LIME CHICKEN TACOS \$8*

2 tacos made with grilled chicken, Asian cilantro & ranchero cheese

#### *SOUTHWESTERN QUESADILLA \$12*

black beans, onions, peppers, tomatoes, corn, cilantro, pepper jack cheese w garlic chili powder, sour cream

#### *VEGGIE QUESADILLA \$12*

avocado, spinach, mushroom, bell pepper, mozzarella, cheddar cheese in a flour tortilla

#### *WEDGE SALAD \$6*

iceberg lettuce, topped with crumbled bacon, diced tomatoes, red onions, and bleu cheese dressing

#### *ASIAN GRILLED CHOPPED CHICKEN SALAD \$12*

grilled chicken breast, romaine, Napa cabbage, red bell peppers, snow peas, green onions, shredded carrots, sesame seeds, crisp wonton strips, cilantro and mandarin oranges tossed in honey ginger dressing.

#### *PUB PRETZEL \$7*

large Bavarian pretzel, spicy dijon mustard, sweet bavarian mustard, warm beer cheese

#### *BUFFALO CHICKEN WINGS*

8ea - \$9

12ea - \$12

16ea - \$15

24ea - \$22

full flavored spicy buffalo sauce; available mild or hot and served w celery, carrot sticks and blue cheese dip

#### *CRISPY ASIAN CHICKEN WINGS*

8ea - \$9

12ea - \$12

16ea - \$15

24ea - \$22

honey, soy sauce, rice vinegar, sesame oil, chili garlic paste, ginger and teriyaki sauce

## SAUSAGE FEST

### PICK DA WURST \$8

Sausage choice grilled and seared w caramelized onions, sauerkraut, spicy brown mustard, fries  
choice of haus slaw or potato salad

*BRATWURST (PORK)*

*RINDSWURST (BEEF)*

*BOCKWURST (VEAL & PORK)*

*KNOCKWURST (KOSHER)*

---

### POLISH KIELBASA \$8

polish kielbasa, bbq sauce

### HUNGARIAN SAUSAGE, KOLBASZ \$8

seasoned w paprika, tomato, red onions, green sweet chili pepper, pickle and "Gulyáskrèm", goulash  
spicy cream

### ARMENIAN SAUSAGE SANDWICH \$8

soujouk sausage, kasseri cheese, tomato, pickles, hot peppers, ketchup, and mayo on a bun

### Veggie Sausage \$8

veggie smoked apple sausage, wild arugula, avocado, tomato, crispy onions, spicy basil aioli

## BURGERS AND SANDWICHES

### CLASSIC BURGER \$9

tomatoes, lettuce, raw onion or caramelized, pickles, and our signature burger sauce, toasted bun.  
Double beef add \$1.99 Substitutes: turkey or veggie patty

### CHEDDAR CHEESE BURGER \$10

tomatoes, lettuce, pickles, onion, or caramelized and our signature burger sauce on a toasted bun  
Double cheese add \$.99

### APPLEWOOD SMOKED BACON CHEDDAR CHEESEBURGER \$11

add Texas BBQ sauce \$.99

### PASTRAMI DIP \$12

yellow mustard, pickles, caramelized onions, fries

### PULLED PORK SANDWICH \$11

slow roasted pork, onions, jalapeno, mustard mayo, fries  
add Texas bbq sauce \$.99

### REUBEN \$11

thin sliced corned beef served with sauerkraut, Swiss cheese and homemade thousand island dressing on  
German rye bread

### PHILLY CHEESE STEAK \$12

grilled onion, green peppers, mushroom, Swiss cheese on a baguette

## *PIZZA*

Half Size \$9.00

Large \$16.00



### *SAUSAGE + CHILI OIL*

pomodoro tomato sauce, housemade fennel sausage, mozzarella, thyme, chef's chili oil



### *BLACK + BLUE*

cajun chicken breast, smoked bacon, mozzarella, caramelized onions, blue cheese, green onions, tomatoes



### *PEPPERONI, RED ONION + BLACK OLIVES*

tomato sauce, mozzarella, cup and char pepperonis



### *LAVASH MUSHROOM + BACON CRISP*

housemade cream sauce, mozzarella, blue cheese, bacon, caramelized onions, balsamic, fresh thyme

## ***BEER SELECTIONS***

### ***BOTTLE BEER***

Amstel Light, Lager \$6  
Angel's Demise, IPA \$7  
Budweiser, Lager \$6  
Bud Light, Lager \$6  
Coors \$6  
Corona \$7  
Green Flash, Double IPA \$8  
Guinness, Stout \$8  
Samuel Adams, Lager \$8  
Scrimshaw, Pilsner \$7  
Shiner Bock, Bock \$7  
Sierra Nevada, Pale Ale \$7  
Stella Artois, Pilsner \$7  
Tecate \$6

### ***BEER ON TAP***

***17 OUNCE \$7.00***

Blue Moon Wheat beer  
Sculpin IPA  
Grapefruit Sculpin IPA  
Indica IPA.  
Modello Especial  
Modello Negra  
Heineken, Lager  
Lagunitas  
Ladyface IPA  
Hop Ninja  
Cream Ale  
Breaker Pale Ale Long Beach  
Great White

### ***GERMAN BEERS***

***17 OUNCE \$8.00***

Weihenstephan  
Hacker-Pschoor  
Schneider  
Ayinger Celebrator Doppelbock

## *FEATURED COCKTAILS*

### *AMERICAN MULE \$9*

Kettle One vodka, ginger beer garnish with lime

### *CLASSIC MARTINI \$8*

Russian standard vodka, vermouth, garnish with lime

### *BASIL MARTINI \$8*

Vodka, agave tequila, tonic, water, garnish with basil

### *CLASSIC COSMOPOLITAN \$7*

Russian vodka, triple sec cranberry, lime

### *BLOODY MARY \$7*

Vodka with fresh made bloody mary mix

### *FRESH SQUEEZED LIME JUICE MARGARITA \$8*

Cuervo 1800 Gold tequila, Cointreau, Grand Marnier, fresh squeezed lime juice

### *MOJITO \$7*

Mount Gay rum, lime juice, soda, sugar and mint

### *MAI TAI \$8*

Morgan's spiced rum, tropical fruit juices

### *OLD FASHIONED \$7*

Old Forester, Angostura bitters, simple syrup, orange

### *TRIPLE CROWN WHISKY SOUR \$9*

Jack D bourbon, Pamplemousse, lemon juice, and Montenegro Amaro

## *WINE*

*WE FEATURE ROBERT MONDAVI WOODBRIDGE VARIETALS*

Glass \$6 Bottle \$22

*CHARDONNAY*

*MERLOT*

*CABERNET SAUVIGNON*

## Beer Garden at Los Feliz

Hrs of Operation	4 to Midnight	to	12 til Midnight	11 till 8 pm
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### Front of the House Weekly Schedule

Position	Monday	Hrs	Tuesday	Hrs	Wednesday	Hrs	Thursday	Hrs	Friday	Hrs	Saturday	Hrs	Sunday	Hrs	Total Hours
Server 1	Off	0	Off	0	Off	0	off	0	3pm-11pm	8	3pm-11pm	8	11am-7pm	8	24
Server 2	Off	0	Off	0	Off	0	Off	0	3pm-11pm	8	3pm-11pm	8	11am-7pm	8	24
Server 3	Off	0	Off	0	off	0	Off	0	4pm-12am	8	4pm-12am	8	12pm-8pm	8	24
Server 4	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	10am-6pm	8	24
Server 5	Off	0	Off	0	Off	0	Off	0	5pm-11pm	6	12pm-8pm	8	Off	0	14
Server 6	Off	0	Off	0	Off	0	Off	0	Off	0	3pm-11pm	8	Off	0	8
Server 7	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	0
Server 8	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	0
Busser 1	off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	12pm-8pm	8	24
Busser 2	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	0
Busser 3	off	0	Off	0	off	0	Off	0	Off	0	Off	0	Off	0	0
Bartender	Off	0	Off	0	Off	0	Off	0	2pm-10pm	8	2pm-10pm	8	10am-6pm	8	24
Bartender	Off	0	Off	0	Off	0	off	0	3pm-11pm	8	4pm-12am	8	11am-7pm	8	24
Patio Bar	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	12am-8pm	8	24
Runner 1	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	Off	0	16
Runner 2	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	0

## Beer Garden at Los Feliz

Hrs of Operation	4 to Midnight	to	12 til Midnight	11 till 8 pm
------------------	---------------	----	-----------------	--------------

### Back of the House Weekly Schedule

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Cook 1	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	off	0	16
Cook 2	Off	0	Off	0	Off	0	Off	0	2pm-10pm	8	12pm-9pm	8	12pm-8pm	8	24
Cook 3	Off	0	Off	0	Off	0	off	0	off	0	12pm-9pm	8	11pm-7pm	8	16
Cook 4	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	0
Prep 1	Off	0	Off	0	Off	0	off	0	10am-6pm	8	9am-5pm	8	8am-4pm	8	24
Prep 2	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	Off	0	0
Pantry 1	Off	0	Off	0	Off	0	Off	0	3pm-11pm	8	3pm-11pm	8	11am-7pm	8	24
Pantry 2	Off	0	Off	0	Off	0	Off	0	off	0	off	0	off	0	0
Dish 1	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	12am-8pm	8	24
Dish 2	Off	0	Off	0	Off	0	Off	0	off	0	off	0	off	0	0





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All Categories

Back to previous page | Listed in category: Clothing, Shoes & Accessories > Costumes, Reenactment, Theater > Costumes > Women Clothing, Shoes & Accessories > Cultural & Ethnic Clothing > Europe > Dirndls



Have one to sell? [Sell now](#)

### 3PCS Women Oktoberfest Dress German Bavarian Ethnic Trachten Costume

🔥 64 viewed per day

Item condition: **New with tags**  
Color: Red & Green ▾  
Size: - Select - ▾  
Quantity:  5 available  
120 sold / [See feedback](#)

Was: ~~US \$44.79~~ ⓘ  
You save: US \$0.89 (0% off)  
Price: **US \$13.90** [Buy It Now](#)  
[Add to cart](#)  
[Add to watch list](#)  
[Add to collection](#)

120 sold    Free shipping    More than 72% sold

#### Seller information

**nankymall** (14662)   
98.6% Positive feedback

[Save this Seller](#)

[Contact seller](#)

Visit store: [NankyMall](#)

[See other items](#)

Shipping: **FREE** ePacket delivery from China | [See details](#)  
See details about international shipping here.

Item location: Guangzhou, China  
Ships to: United States, Europe, Asia, Canada, Australia

Delivery: **Estimated between Thu, Feb. 15 and Thu, Mar. 8**  
This item has an extended handling time and a delivery estimate greater than 10 business days.

Payments: **PayPal**

Credit Cards processed by PayPal

#### **PayPal CREDIT**

Get more time to pay. [Apply Now](#) | [See terms](#)  
[See details](#)

Returns: **30 day returns. Buyer pays for return shipping** | [See details](#)

Guarantee: [details](#) | [See](#)

Get the item you ordered or get your money back. Covers your purchase price and original shipping.



Search for anything

All Categories

Back to search results | Listed in category: Clothing, Shoes & Accessories > Costumes, Reenactment, Theater > Costumes > Men



Have one to sell? [Sell now](#)

### K408 Authentic German Bavarian Suede Lederhosen Oktoberfest B Costume Hat

34 viewed per day

Item condition: **New with tags**

Sale ends in: 05d 03h 55m

Costume Size:

Quantity:  More than 10 available / 146 sold

Was: ~~AU \$69.95~~

You save: AU \$3.00 (5% off)

Price: **AU \$56.95**  
Approximately US \$46.07

[Buy It Now](#)

[Add to cart](#)

[Add to watch list](#)

[Add to collection](#)

**100% buyer satisfaction**    146 sold    More than 89% sold

**Seller information**

**blossom-accessories** (141965)  
99.6% Positive feedback

[Save this Seller](#)

[Contact seller](#)

Visit store: [Blossom Access](#)

[See other items](#)

Shipping: **AU \$32.50 (approx. US \$26.29)** AU Post Economy Air : untracked-signature (3 to 10 business days) | [See details](#)  
See details about international shipping here.  
Item location: Melbourne, Victoria, Australia  
Ships to: Worldwide

Delivery: Estimated between **Fri, Feb. 9** and **Thu, Feb. 22**

Payments: **PayPal**, Bank Transfer | [See details](#)

Returns: 60 days returns, buyer pays return shipping | [See details](#)

Guarantee: [Details](#) | [See](#)  
Get the item you ordered or get your money back. Covers your purchase price and original shipping.

**Food and Beverage Spreadsheet**

**PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS**

Proposer: Mike Azarian      LOS FELIZ CAFÉ

	Year 1 Forecast											
	January Month 1	February Month 2	March Month 3	April Month 4	May Month 5	June Month 6	July Month 7	August Month 8	September Month 9	October Month 10	November Month 11	December Month 12
<b>SALES</b>												
Cafe- Food 7am to 4pm	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$55,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$58,000.00	\$52,000.00	\$52,000.00
Cafe Dinner Food Monday -Thurs	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$21,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$23,000.00	\$21,000.00	\$20,000.00	\$18,000.00
Beer Garden Food, Fri-Sun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,000.00	\$22,000.00	\$20,000.00	\$30,000.00	\$15,000.00	\$14,000.00
Total Food Sales	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$74,000.00	\$83,000.00	\$105,000.00	\$105,000.00	\$100,000.00	\$109,000.00	\$87,000.00	\$84,000.00
<b>Bar</b>												
Cafe Bev 7am to 4pm	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$4,240.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,800.00	\$4,640.00	\$4,160.00	\$4,160.00
Cafe Dinner Bev Monday -Thurs	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,150.00	\$3,450.00	\$3,450.00	\$3,450.00	\$3,000.00	\$3,150.00	\$3,000.00	\$2,700.00
Beer Garden Bev, Fri-Sun	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,300.00	\$14,300.00	\$13,000.00	\$19,500.00	\$9,750.00	\$9,100.00
Total Beverage	\$6,200.00	\$6,200.00	\$6,200.00	\$6,200.00	\$7,390.00	\$8,250.00	\$22,550.00	\$22,550.00	\$20,800.00	\$27,290.00	\$16,910.00	\$15,960.00
<b>Bar breakdown</b>												
Liquor	1,240.00	1,240.00	1,240.00	1,240.00	1,478.00	1,650.00	4,510.00	4,510.00	4,160.00	5,458.00	3,382.00	3,192.00
Wine	310.00	310.00	310.00	310.00	369.50	412.50	1,127.50	1,127.50	1,040.00	1,364.50	845.50	798.00
Beer	4,650.00	4,650.00	4,650.00	4,650.00	5,542.50	6,187.50	16,912.50	16,912.50	15,600.00	20,467.50	12,682.50	11,970.00
Total Bar	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 7,390.00	\$ 8,250.00	\$ 22,550.00	\$ 22,550.00	\$ 20,800.00	\$ 27,290.00	\$ 16,910.00	\$ 15,960.00
Room Rental												
<b>TOTAL INCOME</b>	\$66,200.00	\$66,200.00	\$66,200.00	\$66,200.00	\$81,390.00	\$91,250.00	\$127,550.00	\$127,550.00	\$120,800.00	\$136,290.00	\$103,910.00	\$99,960.00
<b>COST OF GOODS</b>												
Cost of Food	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$22,200.00	\$24,900.00	\$31,500.00	\$31,500.00	\$30,000.00	\$32,700.00	\$26,100.00	\$25,200.00
<b>Cost of Bar</b>	\$1,550.00	\$1,550.00	\$1,550.00	\$1,550.00	\$1,847.50	\$2,062.50	\$5,637.50	\$5,637.50	\$5,200.00	\$6,822.50	\$4,227.50	\$3,990.00
Liquor												
Wine												
Beer												
<b>Total Cost of Bar</b>	-	-	-	-	-	-	-	-	-	-	-	-
Room Rental Costs												
<b>Total Cost of Goods</b>	\$19,550.00	\$19,550.00	\$19,550.00	\$19,550.00	\$24,047.50	\$26,962.50	\$37,137.50	\$37,137.50	\$35,200.00	\$39,522.50	\$30,327.50	\$29,190.00
<b>Gross Profit from Sales</b>	\$ 46,650.00	\$ 46,650.00	\$ 46,650.00	\$ 46,650.00	\$ 57,342.50	\$ 64,287.50	\$ 90,412.50	\$ 90,412.50	\$ 85,600.00	\$ 96,767.50	\$ 73,582.50	\$ 70,770.00
<b>OPERATING EXPENSES</b>												
Wage Expense	\$ 16,550.00	\$ 16,550.00	\$ 16,550.00	\$ 16,550.00	\$ 20,347.50	\$ 22,812.50	\$ 31,887.50	\$ 31,887.50	\$ 30,200.00	\$ 34,072.50	\$ 25,977.50	\$ 24,990.00
<b>Total Labor</b>	\$16,550.00	\$16,550.00	\$16,550.00	\$16,550.00	\$20,347.50	\$22,812.50	\$31,887.50	\$31,887.50	\$30,200.00	\$34,072.50	\$25,977.50	\$24,990.00
<b>FICA</b>												
CA EDD	1,655.00	1,655.00	1,655.00	1,655.00	2,034.75	2,281.25	3,188.75	3,188.75	3,020.00	3,407.25	2,597.75	2,499.00
Worker's comp	1,158.50	1,158.50	1,158.50	1,158.50	1,424.33	1,596.88	2,232.13	2,232.13	2,114.00	2,385.08	1,818.43	1,749.30
Insurance and Benefits	\$496.50	\$496.50	\$496.50	\$496.50	\$610.43	\$684.38	\$956.63	\$956.63	\$906.00	\$1,022.18	\$779.33	\$749.70
Total Related Labor Expense	\$3,310.00	\$3,310.00	\$3,310.00	\$3,310.00	\$4,069.50	\$4,562.50	\$6,377.50	\$6,377.50	\$6,040.00	\$6,814.50	\$5,195.50	\$4,998.00
<b>Total Labor Expenses</b>	\$19,860.00	\$19,860.00	\$19,860.00	\$19,860.00	\$24,417.00	\$27,375.00	\$38,265.00	\$38,265.00	\$36,240.00	\$40,887.00	\$31,173.00	\$29,988.00
<b>Varriable Expenses</b>												
Acctg/Legal	452.76	452.760	452.760	452.760	556.648	624.083	872.349	872.349	826.184	932.124	710.668	683.653
Cleaning & Paper Supplies	661.72	661.716	661.716	661.716	813.551	912.108	1,274.952	1,274.952	1,207.481	1,362.315	1,038.654	999.171
Credit Card Expense	2,013.02	2,013.023	2,013.023	2,013.023	2,474.924	2,774.749	3,878.567	3,878.567	3,673.311	4,144.335	3,159.717	3,039.604
Entertainment/Music	208.96	208.965	208.965	208.965	256.913	288.037	402.620	402.620	381.313	430.208	327.999	315.530
Equipment Rental	243.79	243.787	243.787	243.787	299.725	336.035	469.713	469.713	444.855	501.898	382.656	368.110
Floral, Expendables	83.59	83.586	83.586	83.586	102.765	115.215	161.048	161.048	152.525	172.083	131.199	126.212
Laundry & Linens	592.06	592.064	592.064	592.064	727.916	816.100	1,140.751	1,140.751	1,080.382	1,218.918	929.325	893.998
Office Expense	383.10	383.099	383.099	383.099	471.004	528.063	738.131	738.131	699.069	788.710	601.327	578.468
Telephone	222.89	222.890	222.890	222.890	274.034	307.231	429.451	429.451	406.724	458.877	349.857	336.557
Trash Removal	108.66	108.662	108.662	108.662	133.595	149.779	209.362	209.362	198.283	223.708	170.559	164.076
Utilities	1,395.88	1,395.884	1,395.884	1,395.884	1,716.178	1,924.085	2,689.501	2,689.501	2,547.172	2,873.792	2,191.032	2,107.742
Marketing	835.86	835.859	835.859	835.859	1,027.652	1,152.146	1,610.480	1,610.480	1,525.253	1,720.833	1,311.995	1,262.121
<b>Subtotal Variable</b>	\$7,202.29	\$7,202.29	\$7,202.29	\$7,202.29	\$8,854.90	\$9,927.63	\$13,876.92	\$13,876.92	\$13,142.55	\$14,827.80	\$11,304.99	\$10,875.24
<b>Fixed Expenses</b>												
Insurance	469.00	469.00	469.00	469.00	469.00	469.00	469.00	469.00	469.00	469.00	469.00	469.00
Licenses & Permits	223.00	223.00	223.00	223.00	223.00	223.00	223.00	223.00	223.00	223.00	223.00	223.00
Replacment Reserve	358.00	358.00	358.00	358.00	358.00	358.00	358.00	358.00	358.00	358.00	358.00	358.00
<b>Subtotal Fixed</b>	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00
<b>Occupancy Expenses (MAG)</b>												
Food 10%	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$7,400.00	\$8,300.00	\$10,500.00	\$10,500.00	\$10,000.00	\$10,900.00	\$8,700.00	\$8,400.00
Alcohol 12.50%	\$775.00	\$775.00	\$775.00	\$775.00	\$923.75	\$1,031.25	\$2,818.75	\$2,818.75	\$2,600.00	\$3,411.25	\$2,113.75	\$1,995.00
Special Events												
MAG Payments	\$6,775.00	\$6,775.00	\$6,775.00	\$6,775.00	\$8,323.75	\$9,331.25	\$13,318.75	\$13,318.75	\$12,600.00	\$14,311.25	\$10,813.75	\$10,395.00
<b>Total Operating Exp.</b>	\$34,887.29	\$34,887.29	\$34,887.29	\$34,887.29	\$42,645.65	\$47,683.88	\$66,510.67	\$66,510.67	\$63,032.55	\$71,076.05	\$54,341.74	\$52,308.24
<b>NET INCOME</b>	\$ 11,762.71	\$ 11,762.71	\$ 11,762.71	\$ 11,762.71	\$ 14,696.85	\$ 16,603.62	\$ 23,901.83	\$ 23,901.83	\$ 22,567.45	\$ 25,691.45	\$ 19,240.76	\$ 18,461.76
<b>Annual Total Net Income</b>												
<b>\$212,116.36</b>												

Food and Beverage Spreadsheet

PRO FORMA FINANCIAL STATEMENTS SUBMITAL FORMS

Proposer:											
10 Year Forecast											
	6 mo construction Year 1	14.2% plus last yr Year 2	10% plus last yr Year 3	8% Plus last yr Year 4	6% Plus Last yr Year 5	5% Plus Last yr Year 6	5% Plus Last yr Year 7	5% Plus Last yr Year 8	3% Plus Last yr Year 9	3% Plus Last yr Year 10	
<b>SALES</b>											
Food	\$987,000.00	\$1,127,154.00	\$1,239,869.40	\$1,339,058.95	\$1,419,402.49	\$1,490,372.61	\$1,564,891.24	\$1,690,082.54	\$1,740,785.02	\$1,793,008.57	
Bar	\$166,500.00	\$190,143.00	\$209,157.30	\$225,889.88	\$239,443.28	\$251,415.44	\$263,986.21	\$285,105.11	\$293,658.26	\$302,468.01	
Liquor	33,300.00	38,028.60	\$41,831.46	\$45,177.98	\$47,888.66	\$50,283.09	\$52,797.24	\$57,021.02	\$58,731.65	\$60,493.60	
Wine	8,325.00	9,507.15	\$10,457.87	\$11,294.49	\$11,972.16	\$12,570.77	\$13,199.31	\$14,255.26	\$14,682.91	\$15,857.55	
Beer	\$62,437.50	\$71,303.63	\$78,433.99	\$84,708.71	\$89,791.23	\$94,280.79	\$98,994.83	\$106,914.42	\$115,467.57	\$118,931.60	
Total Bar	\$ 104,062.50	\$ 118,839.38	\$ 130,723.31	\$ 141,181.18	\$ 149,652.05	\$ 157,134.65	\$ 164,991.38	\$ 178,190.69	\$ 188,882.14	\$ 195,282.75	
Room Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL INCOME</b>	\$1,153,500.00	\$1,317,297.00	\$1,449,026.70	\$1,564,948.84	\$1,658,845.77	\$1,741,788.05	\$1,828,877.46	\$1,975,187.65	\$2,034,443.28	\$2,095,476.58	
<b>COST OF GOODS</b>											
Cost of Food	\$ 290,700.00	\$ 296,100.00	\$ 371,960.82	\$ 401,717.69	\$ 425,820.75	\$ 447,111.78	\$ 469,467.37	\$ 507,024.76	\$ 522,235.51	\$ 537,902.57	
Cost of Bar	\$24,262.00	\$41,625.00	\$52,289.33	\$56,472.47	\$59,860.82	\$62,853.86	\$65,996.55	\$71,276.28	\$73,414.57	\$75,617.00	
Liquor											
Wine											
Beer											
<b>Total Cost of Bar</b>	\$24,262.00	\$41,625.00	\$52,289.33	\$56,472.47	\$59,860.82	\$62,853.86	\$65,996.55	\$71,276.28	\$73,414.57	\$75,617.00	
Room Rental Costs											
<b>Total Cost of Goods</b>	\$314,962.00	\$337,725.00	\$424,250.15	\$458,190.16	\$485,681.57	\$509,965.64	\$535,463.93	\$578,301.04	\$595,650.07	\$613,519.57	
<b>Gross Profit from Sales</b>	\$ 838,538.00	\$ 979,572.00	\$ 1,024,776.56	\$ 1,106,758.68	\$ 1,173,164.20	\$ 1,231,822.41	\$ 1,293,413.53	\$ 1,396,886.61	\$ 1,438,793.21	\$ 1,481,957.01	
<b>OPERATING EXPENSES</b>											
Wage Expense	\$ 268,262.00	\$ 288,375.00	\$ 317,212.50	\$ 342,589.50	\$ 363,144.87	\$ 381,302.11	\$ 400,367.22	\$ 420,385.58	\$ 432,997.15	\$ 445,987.06	
<b>Total Labor</b>	\$268,262.00	\$288,375.00	\$317,212.50	\$342,589.50	\$363,144.87	\$381,302.11	\$400,367.22	\$420,385.58	\$432,997.15	\$445,987.06	
FICA											
CA EDD	26,826.20	28,837.50	31,721.25	34,258.95	36,314.49	38,130.21	40,036.72	42,038.56	43,299.71	44,598.71	
Worker's comp	21,460.96	23,070.00	25,377.00	27,407.16	29,051.59	30,504.17	32,029.38	33,630.85	34,639.77	35,678.96	
Insurance and Benefits	\$9,362.34	\$10,064.29	\$11,070.72	\$11,956.37	\$12,673.76	\$13,307.44	\$13,972.82	\$14,671.46	\$15,111.60	\$15,564.95	
Total Labor Related @ 5%	\$57,675.00	\$65,864.85	\$72,451.34	\$78,247.44	\$82,942.29	\$87,089.40	\$91,443.87	\$98,759.38	\$101,722.16	\$104,773.83	
<b>Total Labor Expenses</b>	\$325,937.00	\$354,239.85	\$389,663.84	\$420,836.94	\$446,087.16	\$468,391.52	\$491,811.09	\$519,144.96	\$534,719.31	\$550,760.89	
<b>Variable Expenses</b>											
Acctg/Legal	7,889.10	9,009.35	9,910.28	10,703.10	11,345.29	11,912.55	12,508.18	13,508.84	13,914.10	14,331.53	
Cleaning & Paper Supplies	11,530.05	13,167.31	14,484.05	15,642.77	16,581.34	17,410.40	18,280.92	19,743.40	20,335.70	20,945.77	
Credit Card Expense	35,075.87	40,056.64	44,062.30	47,587.29	50,442.53	52,964.65	55,612.88	60,061.92	61,863.77	63,719.69	
Entertainment/Music	3,641.10	4,158.13	4,573.95	4,939.86	5,256.26	5,498.07	5,772.97	6,234.81	6,421.85	6,614.51	
Equipment Rental	4,247.85	4,851.05	5,336.15	5,763.04	6,108.83	6,414.27	6,734.98	7,273.78	7,491.99	7,716.75	
Floral, Expendables	1,456.44	1,663.25	1,829.58	1,975.95	2,094.50	2,199.23	2,309.19	2,493.92	2,568.74	2,645.80	
Laundry & Linens, uniform	10,316.40	11,781.33	12,959.46	13,996.21	14,835.99	15,577.79	16,356.68	17,665.21	18,195.17	18,741.02	
Office Expense	6,675.30	7,623.19	8,385.51	9,056.35	9,599.73	10,079.72	10,583.70	11,430.40	11,773.31	12,126.51	
Telephone	3,883.74	4,435.23	4,878.76	5,269.06	5,585.20	5,864.46	6,157.68	6,650.30	6,849.81	7,055.30	
Trash Removal/ food recycling	1,893.37	2,162.23	2,378.45	2,568.73	2,722.85	2,859.00	3,001.95	3,242.10	3,339.36	3,439.54	
Utilities	24,322.54	27,776.34	30,553.97	32,998.29	34,978.19	36,727.10	38,563.45	41,648.53	42,897.98	44,184.92	
Marketing	14,564.39	16,632.54	18,295.79	19,759.46	20,945.02	21,992.27	23,091.89	24,939.24	25,687.42	26,458.04	
<b>Subtotal Variable</b>	\$125,496.14	\$143,316.59	\$157,648.25	\$170,260.11	\$180,475.72	\$189,499.50	\$198,974.48	\$214,892.44	\$221,339.21	\$227,979.39	
<b>Fixed Expenses</b>											
Insurance	5,628.00	6,427.18	7,069.89	7,635.49	8,093.61	8,498.29	8,923.21	9,637.07	9,926.18	10,223.96	
Licenses & Permits	2,676.00	3,055.99	3,361.59	3,630.52	3,848.35	4,040.77	4,242.81	4,582.23	4,719.70	4,861.29	
Replacement Reserve	4,296.00	4,906.03	5,396.64	5,828.37	6,178.07	6,486.97	6,811.32	7,356.23	7,576.91	7,804.22	
<b>Subtotal Fixed</b>	\$12,600.00	\$14,389.20	\$15,828.12	\$17,094.37	\$18,120.03	\$19,026.03	\$19,977.34	\$21,575.52	\$22,222.79	\$22,889.47	
<b>Occupancy Expenses (MAG)</b>											
Food @ 10% of sales	\$98,700.00	\$112,715.40	\$123,986.94	\$133,905.90	\$141,940.25	\$149,037.26	\$156,489.12	\$169,008.25	\$174,078.50	\$179,300.86	
Alcohol @ 12.5% of sales	\$20,812.50	\$23,767.88	\$26,144.66	\$28,236.24	\$29,930.41	\$31,426.93	\$32,998.28	\$35,638.14	\$36,707.28	\$37,808.50	
Special Events											
MAG Payments	\$119,512.50	\$136,483.28	\$150,131.60	\$162,142.13	\$171,870.66	\$180,464.19	\$189,487.40	\$204,646.39	\$210,785.78	\$217,109.36	
<b>Total Operating Exp.</b>	\$583,545.64	\$648,428.92	\$713,271.81	\$770,333.55	\$816,553.57	\$857,381.24	\$900,250.31	\$960,259.31	\$989,067.09	\$1,018,739.11	
<b>NET INCOME</b>	\$ 254,992.36	\$ 311,143.08	\$ 311,504.75	\$ 336,425.13	\$ 356,610.63	\$ 374,441.17	\$ 393,163.22	\$ 436,627.30	\$ 449,726.12	\$ 463,217.90	
<b>Debt and Tax Expense</b>											
Debt Expense,principle	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	\$45,000.00	
Taxes	30,599	39,737	37,381	40,371	42,793	44,933	47,180	52,395	53,967	55,586	
Other											
<b>NET PROFIT</b>	\$ 179,393.28	\$ 246,405.91	\$ 229,124.18	\$ 251,054.11	\$ 268,817.36	\$ 284,508.23	\$ 300,983.64	\$ 339,232.02	\$ 350,758.98	\$ 362,631.75	
<b>% Profit</b>	15.6%	18.7%	15.8%	16.0%	16.2%	16.3%	16.5%	17.2%	17.2%	17.3%	

**PRO FORMA FINANCIAL STATEMENTS SUBMITAL FORMS**

Proposer:

<b>Detail Assumptions used for developing proposed Revenues and Expenses</b>	
<b>Revenue:</b>	
Food and Beverage Sales	Los Feliz Café 7 am to 10m pm, 92% Food/8% beverage Beer garden Friday thru Sunday, 52,000 per mo 65%bev/35%food, New dinner Hours
Other	
<b>Cost of Goods</b>	Food 30% COG Bar 25%
<b>Expenses:</b>	
<u>Concession Fee</u>	
Food	10 % of food sales
Beverages	12.5% of alcoholic beverage sales
Other	
<b>Payroll Costs</b>	
Wages	25% of Revenue
Payroll Taxes	
Health Insurance & Benefits	Related Expenses = Payroll exp Health & workmans Comp are 20% of Wage Dollars\$
Workers' Compensation Insurance	
<b>Variable Costs</b>	
Accounting	\$4,000 per year to start
Advertising, Marketing & Promotion	1.4% of total sales = \$20,000 per year average
Dues & Subscriptions	
Environmental Costs	Green Restaurant Association membership and certification. Annual fees of \$905.00 per year. To be certified in energy and sustainable recycling and equipment.
Equipment Replacement - Small	repair and maintenance and replacement costs
Equipment Replacement - Large	repair and maintenance and replacement costs
Legal	As required, estimate at \$2,500 per year
Office Expenses	Paper, Printing, Computer equipment
Payroll Processing Fees	Prepared by the accountant
Professional Services	Hospitality consulting fees
Repair & Maint. - FF&E	
Repair & Maint. - Building	
Supplies	Cleaning, disposables, china and glassware, smallwares, etc.
Start up Expenses - Yr 1	Start up fees are not part of P&L operations but are included in \$450,000 cash renovations costs and start up costs
Telephone	upgrade Wi Fi access for peak demands
Travel & Entertainment	industry related travel expenses as needed
Utilities	Concessionaire pays for water, gas, electricity thru Los Angeles water and power
Other	
<b>Fixed Costs</b>	
Depreciation	
Insurance & Liability	
Service Contracts	
Licenses	City and Los Angeles business retail permit, Sellers permit, heath department permit, ABC liquor permit
Other	
Debt Expense	Bowering \$450,000 for improvements and start-up with principle payback over 10 years @ \$45,000
Taxes	
Other	

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

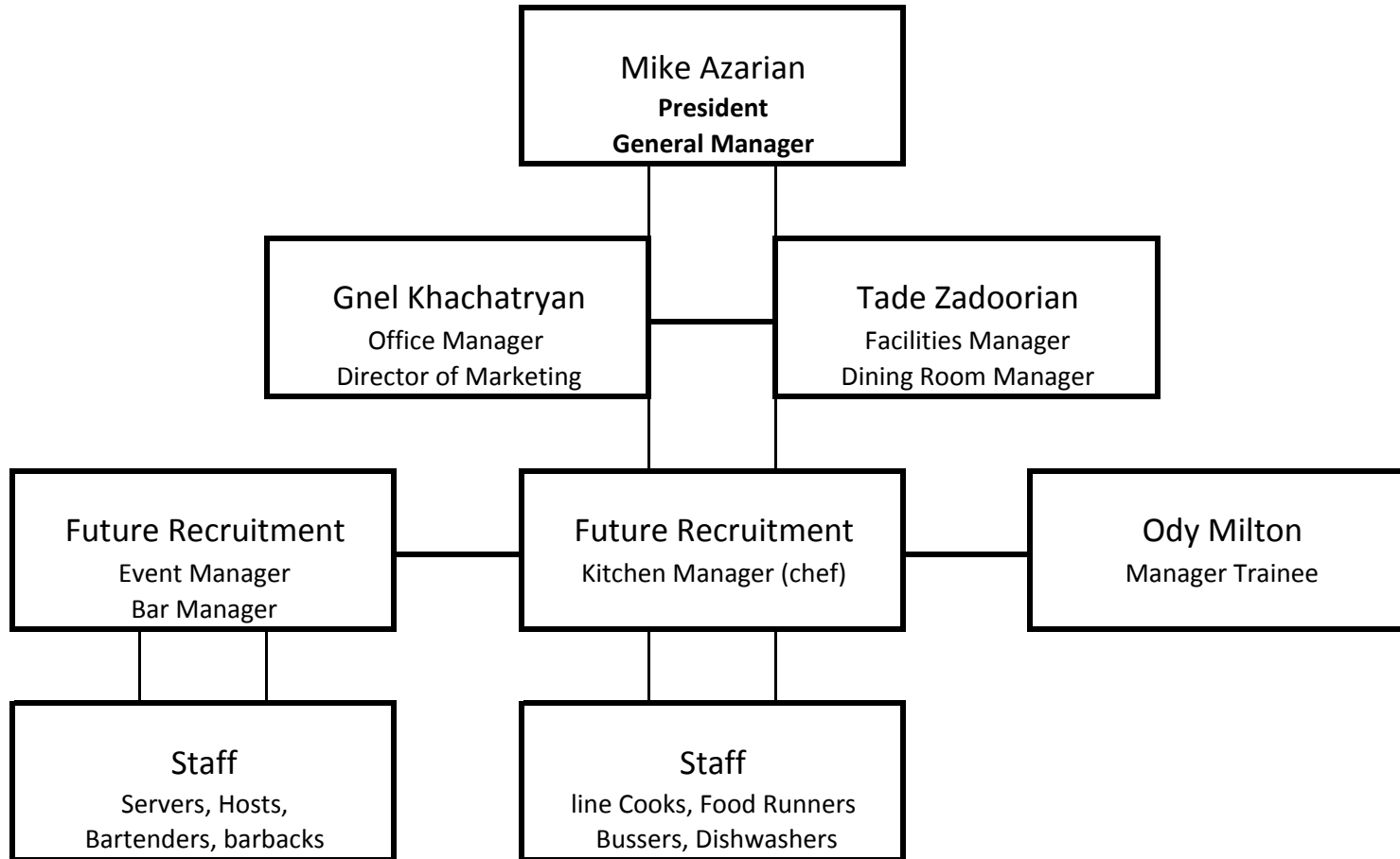
Proposer:

Cash Flow - Years 1-10										
	1	2	3	4	5	6	7	8	9	10
<b>Sources of Cash</b>										
Capital Loan	\$ -									
Private Funds	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Operating Profits	\$ 254,992	\$ 331,143	\$ 311,505	\$ 336,425	\$ 356,611	\$ 374,441	\$ 393,163	\$ 436,627	\$ 449,726	\$ 463,218
Plus:										
Depreciation	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Change in Accounts Payable	\$ -									
Change in Payroll Payable	\$ -									
Other	\$ -									
Other	\$ -									
<b>Total Sources Of Cash</b>	<b>\$ 344,992</b>	<b>\$ 421,143</b>	<b>\$ 401,505</b>	<b>\$ 426,425</b>	<b>\$ 446,611</b>	<b>\$ 464,441</b>	<b>\$ 483,163</b>	<b>\$ 526,627</b>	<b>\$ 539,726</b>	<b>\$ 553,218</b>
<b>Uses of Cash</b>										
Capital Investment	\$ -									
Change in Accounts Receivables	\$ -									
Change in Inventory	\$ -									
Repayment of Loan Principal	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Other										
<b>Total Uses of Cash</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>	<b>\$ 45,000</b>
<b>Net Change in Cash Flow</b>	<b>\$ 299,992</b>	<b>\$ 376,143</b>	<b>\$ 356,505</b>	<b>\$ 381,425</b>	<b>\$ 401,611</b>	<b>\$ 419,441</b>	<b>\$ 438,163</b>	<b>\$ 481,627</b>	<b>\$ 494,726</b>	<b>\$ 508,218</b>
<b>Break Even Cash Flow</b>	<b>\$ 299,992</b>	<b>\$ 676,135</b>	<b>\$ 1,032,640</b>	<b>\$ 1,414,065</b>	<b>\$ 1,815,676</b>	<b>\$ 2,235,117</b>	<b>\$ 2,673,280</b>	<b>\$ 3,154,908</b>	<b>\$ 3,649,634</b>	<b>\$ 4,157,852</b>

# ATTACHMENT E

- Organizational Chart and Corporate Resumes
- Consultant Resume
- Staff Schedules
- Staff Uniforms
- Customer Service Goals and Policies
- Customer Complaints
- Speed of Service
- Quality Assurance Program
  - Sequence of Service
  - Food Service Manager Self-Inspection Checklist

AM BEST FOOD INC.  
DBA: Los Feliz Café / Club House





Mike (Mais) Azarian

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**Summary:**

Being a dynamic and experienced leader for 10 years gave me the opportunity to work closely with board of Directors, serving as managing director of corporate operations, and as the main link between the different divisions with the company.

**Experience:**

CEO (Chief Executive Officer) AM Best Food Inc. January 2009 – present

- Be responsible for operational financial and people management
- Directs and oversee the operations
- Focus on strategic functions or ideas that must be planned in the present to benefit the company in the future
- Determine product lines by
  - Forming partnership
  - To sharpen differentiating characteristics
  - Ultimately establish the company's vision and strategy
- To provide general marketing direction
- To manage operations and ensures business goals are achieved
- To attend regular meeting with city managers to ensure all policies and procedures are followed

CEO (Chief Executive Officer) Roosevelt Café January 2009-2011 October

- Oversee quality control throughout the company, establishing goals for each department in partnership with division managers
- Establish and implement the strategic business, Financial and operational plans and resorts
- Increase revenues and reduce costs in order to ensure the highest level of profitability for the group
- To require excellent organizational skills assisting with promotional activities
- Organizing and hosting presentation in customer visits

**Education:**

Glendale Community College

**Skills:**

- Strong ability to organize effectively, delegate responsibility, solve problems quickly
- Leadership skills, including the ability to manage time effectively and handle both internal and external conflicts
- The ability to lead and motivate teams and influence people
- Handling pressure

# GNEL KHACHATRYAN

[REDACTED]  
[REDACTED]

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## RESTAURANT MANAGER

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**Profit-driven restaurant manager** with multi-outlet experience; proven success leading startup, turnaround and high-growth operations; and strengths in building cohesive, top-performing and customer-centric teams. High-energy F&B professional with a history of achieving record-setting P&L gains.

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### Experience

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#### PALLADIO BANQUET HALL, Glendale, CA

**Restaurant General Manager**, 7/12 to Present

**Lead Server & Trainer**, 1/08 to 2/10

**Assistant Restaurant Manager**, 2/10 to 7/12

**Restaurant Server**, 1/06 to 1/08

*Earned repeated promotions, managing F&B outlets, functions and teams within luxury banquet hall. Presently manage P&L and front- and back-of-house overall operations. Oversee quality controls; budget management; safety compliance; and the recruitment and performance of 25 restaurant team members.*

..... **KEY ACCOMPLISHMENTS:** .....

- Rebranded image of banquet hall restaurant to reverse a 5-year sales downturn. Worked with executive chef to devise new menu and revamped marketing strategy, triggering 55% sales growth, rave media reviews and a 200% increase in repeat business by local guests.
- Established mandatory customer service training program for all customer-facing employees. Boosted guest satisfaction scores from 89% to 95% within 6 months of program launch.
- Improved efficiency, sequence of service, order expediting and table-turn times in all dining outlets to achieve a 19% gain in daily covers served with zero additional labor or overhead costs.
- Increased employee satisfaction by 23% while cutting staff turnover in half by developing staff recognition and accountability programs.
- Partnered with bartenders to create and introduce signature cocktails and gourmet appetizer menu that doubled bar revenues within 2 months.
- Reduced food costs 8% after identifying and eliminating inventory issues such as excess ordering, poor storage and inefficient waste management.
- Collaborated with banquet hall owner to plan and execute major kitchen renovation, installing new, modern equipment that increased efficiency by 18%.

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### Education

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UNIVERSITY OF BUENOS AIRES  
**Bachelor of Business Administration**

## **Tadeh Zadoorian**

### **Experience:**

Facility Manager: AM Best Food INC January 2009 – present

- Employment Training – to help employees to reach their goals in developing any skills and knowledge that relate to specific useful competences
- Teamwork-providing superb customer service and maintain positive environment
- Coordinate daily restaurant management operations
- Delivering superior food and beverage service and maximizing customer satisfaction responding efficiently and accurately to restaurant customer complaints

Kitchen Manager: Roosevelt Café January 2009 -2011 October

- Ensures standards of hygiene are maintained and that the restaurant complies with health and safety regulations
- Creates schedules for kitchen staff to ensure there are always enough workers to meet the demand, particularly for the lunch rush
- Make sure food is prepared to a high quality, at the right price and on time
- Order supplies, food and ingredients based on rapidly shifting demand

Kitchen Manager: The Great Caesar Banquet Hall July 2006-July 2008

- Hire and train kitchen staff in specific stations, and cross train as necessary
- Assist the Restaurant Manager with menu changes and adjustments based on seasonal availability
- Maintain inventory levels and conduct full weekly inventory

### **Education:**

Iran Katarinian College

### **Skills:**

- Ability to work well under pressure and in a fast-paced environment
- Excellent customer service skills
- To be organized
- Dealing with employee's conflict

## **Food and Beverage Consulting Services**

Mike Azarian has engaged Ody Milton's Hospitality consulting services to provide consulting support for the "Golf Course Food and Beverage Concessions" RFP. Mr. Azarian will engage Ody's services on an on-going basis for the development and implementation of food and beverage operational strategies at the Los Feliz and Griffith park Concessions.

### **Ody Milton's Bio**

Ody Milton is a graduate of UC Berkeley; and, with his wife Christine, are a long-time resident of the Los Angeles area. Ody began his restaurant career during his school years, first as a dishwasher, then banquet waiter – working his way up to positions as National Director of Catering for Specialty Restaurants and West Coast Regional Director of Food and Beverage Operations for American Golf's private clubs division, with stops with at Hilton Hotels and Universal Studios along the way.

In 1995 Ody held the position of Regional Food and Beverage Director for American Golf Private Club division overseeing 33 private food and beverage golf operations from Texas to the west coast. After 5 years his leadership in the golf club private division went from a 1% to a 10% improvement in bottom line financial performance.

His experience ranges from the most formal of upscale Private Club Golf course food and beverage dining rooms operation to high volume amusement park snack bars at Universal Studios Hollywood. Ody has a consistent history of leadership and achievement in promoting and managing large-scale food and beverage operations.

Ody is a certified by the National Restaurant Association as a Foodservice Management Professional, FMP. He also holds a CPCE certification by the National Association of Catering and Events as a "Certified Professional Catering Executive". Ody has authored a textbook called, "*Catering and Event Management*" which is in publication with Pearson Publishing.

Ody has over 15 years' experience teaching full time the four year Culinary Arts program at the Art Institute of California-Los Angeles and Hollywood Campuses, where he provides instruction in more than a dozen classes in culinary and hospitality operations management.

In 2012 Ody joined the culinary team at Oxnard College as a part-time instructor in the restaurant and management program. Ody also currently teaches at Glendale Community College in their hotel and restaurant management program.

Ody also operates his own consulting firm developing comprehensive business plans for existing and start-up companies in the hospitality industry, as well as providing management assistance to a variety of restaurant chains, private caterers, and golf course properties.

### Los Feliz Cafe

#### Front of the House

#### Weekly Schedule

		Hrs of Operation		Sun to Thur		6:30 to 10pm		Fri to Sat		6:30am		to 12pm			
Position	Monday	Hrs	Tuesday	Hrs	Wednesday	Hrs	Thursday	Hrs	Friday	Hrs	Saturday	Hrs	Sunday	Hrs	Total Hours
Server 1	6:30am-2:30pm	8	6:30am-2:30pm	8	6:30am-2:30pm	8	6:30am-2:30pm	8	6:30am-2:30pm	8	Off	0	Off	0	40
Server 2	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	Off	0	Off	0	40
Server 3	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	2pm-10pm	8	24
Server 4	Off	0	Off	0	Off	0	Off	0	Off	0	6:30am-2:30pm	8	6:30am-2:30pm	8	16
Server 5	Off	0	Off	0	Off	0	Off	0	Off	0	9am-5pm	8	9am-5pm	8	16
Server 6	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	12pm-8pm	8	24
Busser 1	6:30am-2:30pm	8	6:30am-2:30pm	8	6:30am-2:30pm	8	6:30am-2:30pm	8	6:30am-2:30pm	8	Off	0	Off	0	40
Busser 2	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	Off	0	Off	0	40
Busser 3	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	2pm-10pm	8	24
Busser 4	Off	0	Off	0	Off	0	Off	0	Off	0	6:30am-2:30pm	8	6:30-2:30pm	8	16
Busser 5	Off	0	Off	0	Off	0	Off	0	Off	0	9am-5pm	8	9am-5pm	8	16
Busser 6	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	12pm-8pm	8	24
Bartender	5pm-10pm	5	5pm-10pm	5	5pm-10pm	5	5pm-10pm	5	4pm-12am	8	Off	0	Off	0	28
Bartender	Off	0	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	16
Runner 1	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	9am-5pm	8	12pm-8pm	8	24
Hostess 1	Off	0	Off	0	Off	0	Off	0	4pm-10pm	6	9am-3pm	6	9am-2pm	5	17
Hostess 2	Off	0	Off	0	Off	0	Off	0	Off	0	4pm-10pm	6	2pm-7pm	5	11

### Los Feliz Cafe

#### Back of the House











#### Weekly Schedule


		Hrs of Operation		Sun to Thur		6:30 to 10pm		Fri to Sat		6:30am		to 12pm			
Position	Monday	Hrs	Tuesday	Hrs	Wednesday	Hrs	Thursday	Hrs	Friday	Hrs	Saturday	Hrs	Sunday	Hrs	Total Hours
Cook 1	6:30am-2:30pm	8	6:30-2:30PM	8	6:30PM-2:30PM	8	6:30PM-2:30PM	8	6:30PM-2:30PM	8	Off	0	Off	0	40
Cook 2	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	2pm-10pm	8	Off	0	Off	0	40
Cook 3	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	4pm-12am	8	4pm-12am	8	24
Cook 4	Off	0	Off	0	Off	0	Off	0			6:30am-2:30pm	8	6:30am-2:30pm	8	16
Cook 5	Off	0	Off	0	Off	0	Off	0	Off	0	2pm-10pm	8	2pm-10pm	8	16
Prep 1	8am-4pm	8	8am-4pm	8	8am-4pm	8	8am-4pm	8	8am-4pm	8	Off	0	Off	0	40
Prep 2	4pm-9pm	5	4pm-9pm	5	4pm-9pm	5	4pm-9pm	5	4pm-10pm	6	Off	0	Off	0	26
Prep 3	Off	0	Off	0	Off	0	Off	0	Off	0	8am-4pm	8	8am-4pm	8	16
Prep 4	Off	0	Off	0	Off	0	Off	0	Off	0	4pm-10pm	6	4pm-9pm	5	11
Dish 1	8am-3pm	7	8am-3pm	7	8am-3pm	7	8am-3pm	7	8am-4pm	8	Off	0	Off	0	36
Dish 2	3pm-10pm	7	3pm-10pm	7	3pm-10pm	7	3pm-10pm	7	4pm-12am	8	Off	0	Off	0	36
Dish 3	Off	0	Off	0	Off	0	Off	0	Off	0	8am-4:pm	8	8am-3pm	7	15
Dish 4	Off	0	Off	0	Off	0	Off	0	Off	0	4pm-12am	8	3pm-10pm	7	15

### Los Feliz Café and Beer Garden

#### Manager's Schedule

Position	Monday	Hrs	Tuesday	Hrs	Wednesday	Hrs	Thursday	Hrs	Friday	Hrs	Saturday	Hrs	Sunday	Hrs	Total Hours
G Manager 1	9am-4:00pm	7	9am-4pm	7	9am-4pm	7	9am-4pm	7	9am-5pm	8	off	0	off	0	36
Manager 2	4pm-10pm	6	4pm-10pm	6	4pm-10pm	6	4pm-10pm	6	5pm-12am	7	Off	0	Off	0	31
Manager 3	Off	0	Off	0	Off	0	Off	0	Off	0	9am-5pm	8	9am-4pm	7	15
Manager 4	Off	0	Off	0	Off	0	Off	0	Off	0	5pm-12am	7	4pm-10pm	6	13

Product Name	Unit Price	Qty	Subtotal	Remove	
 <p><b>Mens Silk Touch Performance Sport Shirt</b>  Item: 2346BLKL  Color: Black  Size: L  <a href="#">Est. Ship Date: Feb 7</a></p> <p> <a href="#">Women's Companion Shirt</a></p>			\$13.49	1 <input type="text" value="1"/>	\$13.49
 <p><b>Fashion Visor With Curved Bill</b>  Item: 1933RED  Color: Red  <a href="#">Est. Ship Date: Feb 7</a></p>			\$3.74	1 <input type="text" value="1"/>	\$3.74
 <p><b>Two Tone Structured Cap</b>  Item: 2323RDBK  Color: Red with Black Accent  <a href="#">Est. Ship Date: Feb 6</a></p>			\$5.97	1 <input type="text" value="1"/>	\$5.97
 <p><b>Dickies® Mens Original 874 Work Pant</b>  Item: 2937BLK28X30  Color: Black  Waist: 28  Length: 30  <a href="#">Est. Ship Date: Feb 12 (Details)</a></p>			\$21.99	1 <input type="text" value="1"/>	\$21.99
 <p><b>Womens Wrinkle Resistant Dress Shirt, Short Sleeve</b>  Item: 1182REDM  Color: Red  Size: M  <a href="#">Est. Ship Date: Feb 7</a></p> <p> <a href="#">Men's Companion Shirt</a></p>			\$19.35	1 <input type="text" value="1"/>	\$19.35
 <p><b>Men's Black Classic Short Sleeve Chef Coat</b>  Item: 1053M  Size: M  <a href="#">Est. Ship Date: Feb 6</a></p>			\$13.92	1 <input type="text" value="1"/>	\$13.92
 <p><b>Baggy Three Pocket Chef Pant</b>  Item: 1421M  Size: M  <a href="#">Est. Ship Date: Feb 6</a></p>			\$16.71	1 <input type="text" value="1"/>	\$16.71
 <p><b>Contrast Trim Chef Hat</b>  Item: 2984BKRD  Color: Black with Red Accent  <a href="#">Est. Ship Date: Feb 6</a></p>			\$5.60	1 <input type="text" value="1"/>	\$5.60

Product Name	Unit Price	Qty	Subtotal	Remove	
 <p><b>Dickies® Womens Slip Resisting Athletic Slip-On Work Shoes</b>  Item: 2933BLK6  Color: Black  Size: 6  <a href="#">Est. Ship Date: Feb 6</a></p>			\$54.99	1 <input type="text" value="1"/>	\$54.99



**No Pocket Bib Apron**

Item: 1033RED

Color: Red

Est. Ship Date: Feb 6

\$4.02

\$4.02

Have a promo code?

- All Uniforms will have Custom Logos (DBA Name)

## **Los Feliz Cafe Service Culture “Our Shared Values and Beliefs”**

### **Core Values**

- Maximizing golf rounds is essential to the concessioner and golf operations so that the golfer’s overall experience is exceeded.
- Our guest’s expectations drive all of our actions
- When within 10 feet greet each guest by name (whenever possible) with a smile
- Support the individual needs of team members and recognize their performance
- Leadership will constantly demonstrate through their actions the importance of adhering to operational standards
- Operational standards will serve as our benchmark for ongoing performance
- Grow revenues, deliver ideal expenses and grow profits
- Hire for attitude train for skills

### **Our Code of conduct is to;**

Lead by example, walk the talk

All interactions must demonstrate; trust, honesty, caring, respect, fairness and loyalty

### **Plan your work and work your plan by:**

Setting attainable goals

Develop clearly written action steps for achievement

Provide the resources and support for proper execution

Evaluate outcomes and revise changes as needed

## **Vision and Mission Statements**

### **Vision Statement**

**Griffith Park and Los Feliz Café Food Service operations will be known by its guests and the community as a place for outstanding guest experiences**



**Mission Statement**

- ✓ **We provide our guests a friendly, fun, and safe family home away from home experience**
- ✓ **We provide outstanding guest interactions to ensure a profound sense of belonging**
- ✓ **Through our team member selection and training we provide a service culture that is designed to get the member to say “WOW” every time!**
- ✓ **We insure a high standard of quality by providing and preparing the best products available**
- ✓ **We strive for organizational growth by providing quality experiences that ensure our financial profit objectives for all of our shareholders**

## How to Handle Complaints

No matter how much you strive for perfection, you will get customer complaints in your food service operation. How you handle those complaints determines whether or not you alienate the customer or turn them into repeat business. Your servers, who are always on the front line, have an enormous impact on determining this. Here is a training outline for this subject area.

### Training Servers on Dealing with Complaints

General Objective: Teach Servers How to Deal with Customer Complaints So Complaints Are Resolved in a Timely Fashion and Customers Are Not Lost			
Time Required: 1-2 hours			
Materials Needed: Set up dining room for role-playing exercise.			
Content	Process	Who	Comments
1. Discuss the strategies for dealing with customer complaints.	Lecture/Question-and-Answer	Entire Group	Use handouts and ask for examples of personal experiences.
2. Use role-playing exercises to practice how to deal with various complaints.	Role-Play	Break groups into teams or pairs.	Have a list of examples complaints written out. Put each on a piece of

			<p>paper and put the papers in a basket. Have each team pick one examples and role-play the situation, and then have other groups critique how the scenario went.</p>
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## **HANDOUT FOR HANDLING GUEST COMPLAINTS**

### **REMEMBER THESE GOLDEN RULES**

The customer is always right. Make sure this becomes a mantra for your servers. The customer is paying the bill and we, as restaurant employees and managers, should do everything in our power to see that the guest's experience is positive.

Apologize. Before anything else happens, offer a sincere apology for the mistake and offer to fix it.

Respond to a problem quickly. By responding to a problem quickly, you prevent it from becoming a crisis. If a wrong order goes out of the kitchen, fix it immediately; don't make the guest wait in line for his or her correct meal.

Make sure you listen to your customer's complaint. Show the guest that you are concerned and sincere in offering your apology. Do something to show that the customer's business is important to you.

There are many ways to compensate a customer for a mistake. Taking something off the bill or offering free dessert or a round of drinks are popular methods. If something is spilled on a guest, you should offer to pay the dry cleaning bill. You could also give the guest a free gift certificate for their next meal or send flowers to their workplace or residence. Check with your manager on additional ways to compensate an unsatisfied customer.

Thank the customer for making the complaint, saying, "I am glad that you told me," or "Thank you for bringing this to my attention."

When the customer makes a return visit, see that the service is faultless and that he or she has no further cause for complaint.

Refer difficult and unreasonable complaints to the manager for settlement.

Report all serious complaints and those involving business policy and regulations to the management.

If a customer calls with a complaint, do not keep the customer waiting on hold. Write down the caller's name, address and phone number, and respond to the complaint in a soothing, courteous tone. Apologize for the problem and offer a solution.

### **Speed of Service Guidelines**

All team members must greet all guests when making eye contact, with a smile and a warm welcome.

“Welcome to the \_\_\_\_\_ how may I assist you today?”

You only have one opportunity to make a good first impression

### **Café and Grill Food and Beverage Service Personnel**

- Greet Guests promptly with a smile within one minute or less.
- If unable to take the guests order immediately the server will greet the guest and explain that they will be back momentarily to serve their needs.
- If management greets the guest upon arrival they must notify the food server in the station as to their arrival and offer to begin service steps until their assigned server is available.
- Refer to employee Training Manual 2.5.1 for specific steps of service for front of the house job classifications

## Quality Assurance Programs

- **Kitchen and Food Safety**

The kitchen operations at the Los Feliz Café and the Griffith Park Golf Clubhouse will be required to complete a weekly comprehensive Food Service Manager Self Inspection Checklist.(see the attached document) This document will be completed every Monday when operations are at their slowest. The chef and manager will complete these checklists and retain them in the manager's office. Any corrective actions required will be discussed and schedule for compliance. These checklists audit the following areas of food health safety:

- **Personal Dress and Hygiene**
- **Food Storage and Dry Storage**
- **Large Equipment**
- **Refrigerator, Freezer, and Milk Cooler**
- **Food Handling**
- **Utensils and Equipment**
- **Hot Holding**
- **Cleaning and Sanitizing**
- **Garbage Storage and Disposal**
- **Pest Control**

These forms will be available to the health department when they provide surprise inspections. This will ensure that safety and sanitation practices will be followed at all times.

## Menu Preparation Consistency

Each of the menu items will have standardized recipes to ensure quality specifications are defined and purchased. This will insure quality identification, portion standards for consistency and method of preparation steps for proper training and compliance.

STANDARD RECIPE CARD							
ITEM: Sausage Bandari		Yields					
Portion Cost (Below)	\$4.7200						
Menu Price	\$16.25						
% Recipe Cost:	29.05%	A X G = H					
Note: B & G units must match							
A	B	C	D	E	F	G	H
QUANTITY	UNITS	INGREDIENT	BULK AP	AP PACK	AP PACK	COST / UNIT	TOTAL COST
<i>Plating</i>	<i>Pound</i>	<i>Ingredient</i>	<i>Vendor</i>	<i>Case</i>	<i>Units Per</i>	<i>Pound</i>	<i>Recipe</i>
<i>Units</i>	<i>Each</i>	<i>Specification</i>	<i>Pricing</i>	<i>Pound</i>	<i>Pack</i>	<i>Each</i>	<i>Portion</i>
	<i>Ounces</i>			<i>Gallon</i>		<i>Ounces</i>	<i>Cost</i>
1.0000	Ounces	Sausage	\$39.90	Case	12 / Case	\$3.3250	\$3.3250
0.5000	Ounces	Garlic	\$14.48	Pack	5 lb / Pack	\$0.2100	\$0.1050
2.0000	Ounces	Onion	\$14.57	Case	50 lb / Case	\$0.2100	\$0.4200
0.0000	Ounces	Tomato Paste	\$0.00	Pack	Unit / Pack	\$0.0000	\$0.0000
1.0000	Pinch	Pepper	\$30.65	Case	1 lb / Case	\$0.1100	\$0.0300
1.0000	Pinch	Salt	\$27.94	Case	3 lbs / Case	\$0.1000	\$0.0300
1.0000	Each	Potatoe	\$15.57	Case	10 lb / Case	\$0.6400	\$0.6400
1.0000	Pinch	Ground Cumin	\$13.71	Case	1 lb / Case	\$0.0700	\$0.0700
1.0000	Ounces	Vegetable Oil	\$40.61	Case	1 gal / Case	\$0.0200	\$0.0200
4.0000	Ounces	Water	\$0.25	Gallon	8 lb / Gal	\$0.0200	\$0.0800
0.0000	UNITS	INGREDIENT	\$0.00	Pack	Unit / Pack	\$0.0000	\$0.0000
<b>Total</b>							<b>4.7200</b>

**Suppliers and Vendors**

Our products will only be purchased from licensed reliable vendors to insure that the sourcing and safety food practices are provided by all suppliers. One way to is purchase products from suppliers who are HACCP certified. HACCP or Hazard Analysis Critical Control Points follow the guidelines required for certification by local health departments.

Approved Vendor lists will be maintained to ensure that we select to whom our chefs have the authority to bid and purchase from. Multiple vendors will be required for major food categories as well as national broad line suppliers, like SYSCO Los Angeles.

**Food Service Standards and Training**

The 50 page comprehensive training manual for front of the house personnel will serve as the benchmark for service interactions with the guest. The program is designed to have trainers in all front-of-the-house job classifications. The certification process ensures that management has provided the standards of training required to achieve service excellence. The managers provide sequence of service checklists to verify the level of compliance by each trainee. Once the trainee has completed their training and can demonstrate their ability to perform the requirements of the job then they will be certified as food servers

**Food Server  
Sequence of Service & Evaluation Form**

1. Greeting
  - a. Smile \_\_\_\_\_
  - b. Greet with a cheerful welcome within one minute \_\_\_\_\_
  - c. Greet guest by name whenever possible \_\_\_\_\_
2. Beverage
  - a. Recommend (2) specific beverage selections \_\_\_\_\_
3. Creations
  - a. Announce daily creations and describe (2) using descriptive words \_\_\_\_\_
4. Food Order
  - a. Request to take the order, Take ladies first \_\_\_\_\_
  - b. Mention features, (soups, dressings, etc.) \_\_\_\_\_
  - c. Repeat the order back to assure accuracy \_\_\_\_\_
5. First Departure
  - a. Inform the guest that you will return with beverages \_\_\_\_\_
  - b. Enter the F & B order to kitchen and bar and retrieve beverages. \_\_\_\_\_
6. First Return
  - a. Name the beverages as you set them down \_\_\_\_\_
  - b. Take the food order if not taken above \_\_\_\_\_
7. Serve appetizers/Soups/Salads/Entrees
  - a. Serve ladies first in a clockwise order \_\_\_\_\_
  - b. Serve from the left whenever possible \_\_\_\_\_
  - c. Ask if condiments or if anything else is needed \_\_\_\_\_
  - d. Check for beverage refills \_\_\_\_\_
  - e. Check-Back within (1) minute \_\_\_\_\_
8. After the Entrée
  - a. Clear table of all non use items \_\_\_\_\_
  - b. Suggest coffee and or dessert \_\_\_\_\_
  - c. Serve if requested check for refills \_\_\_\_\_
9. Present the Guest Check
  - a. Thank the guest by name \_\_\_\_\_
  - b. Receive payment and or credit card signature from guest \_\_\_\_\_
  - c. Thank them by name if a credit card is used for payment \_\_\_\_\_
  - d. Invite the guest back \_\_\_\_\_
10. Uniform, Appearance, Composure
  - a. Nametag \_\_\_\_\_
  - b. Proper uniform \_\_\_\_\_
  - c. Appearance and grooming \_\_\_\_\_
  - d. Friendly and enthusiastic \_\_\_\_\_





# Food Service Manager Self-Inspection Checklist

Date \_\_\_\_\_

Observer \_\_\_\_\_

*Use this checklist once a week to determine areas in your operation requiring corrective action. Record corrective action taken and keep completed records in a notebook for future reference.*

## Personal Dress and Hygiene

	Yes	No	Corrective Action
Employees wear proper uniform including proper shoes.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Hair restraint is worn.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Fingernails are short, unpolished, and clean.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Jewelry is limited to watch, simple earrings, and plain ring.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Hands are washed or gloves are changed at critical points.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Open sores, cuts, or splints and bandages on hands are completely covered while handling food.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
Hands are washed thoroughly using proper hand-washing procedures at critical points.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Smoking is observed only in designated areas away from preparation, service, storage, and warewashing areas.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Eating, Drinking, or chewing gum are observed only in designated areas away from work areas.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Employees take appropriate action when coughing or sneezing.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Disposable tissues are used and disposed of When coughing/blowing nose.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

## Food Storage and Dry Storage

	Yes	No	Corrective Action
Temperature is between 50° F and 70° F.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
All food and paper supplies are 6 to 8 inches off the floor.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
All food is labeled with name and delivery date.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
The FIFO (First In, First Out) method of Inventory is being practiced.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
There is no bulging or leaking canned goods in storage.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food is protected from contamination.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
All surfaces and floors are clean.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Chemicals are stored away from food and other food-related supplies.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

## Large Equipment

	Yes	No	Corrective Action
Food slicer is clean to sight and touch.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food slicer is sanitized between uses when used with potentially hazardous foods.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
All other pieces of equipment are clean to sight and touch – equipment on serving lines, storage shelves, cabinets, ovens, ranges, fryers, and steam equipment.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Exhaust hood and filters are clean.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

## Refrigerator, Freezer, and Milk Cooler

	Yes	No	Corrective Action
Thermometer is conspicuous and accurate.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Temperature is accurate for piece of equipment.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food is stored 6 inches off floor in walk-ins....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
Proper procedures have been practiced.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
All food is properly wrapped, labeled, and dated.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
The FIFO (First In, First Out) method of Inventory is being practiced.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

Unit is clean..... \_\_\_\_\_

### Food Handling

	Yes	No	Corrective Action
Frozen food is thawed under refrigeration or in cold running water.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food is not allowed to be in the "temperature danger zone" for more than 4 hours.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food is tasted using proper method.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food is not allowed to become cross-contaminated.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
Food is handled with utensils, clean gloved hands, or clean hands.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Utensils are handled to avoid touching parts that will be in direct contact with food.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Reusable towels are used only for sanitizing Equipment surfaces and not for drying hands, Utensils, floor, etc.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

### Utensils and Equipment

	Yes	No	Corrective Action
All small equipment and utensils, including cutting boards, are sanitized between uses.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Small equipment and utensils are air dried.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Work surfaces are clean to sight and touch.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Work surfaces are washed and sanitized between uses.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
Thermometers are washed and sanitized between each use.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Can opener is clean to sight and touch.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Drawers and racks are clean.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Small equipment is inverted, covered, or otherwise protected from dust or contamination when stored.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

### Hot Holding

	Yes	No	Corrective Action
Unit is clean.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food is heating to 165° F before placing in hot holding.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
Temperature of food being held is above 140° F.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Food is protected from contamination.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

### Cleaning and Sanitizing

	Yes	No	Corrective Action
Three-compartment sink is used.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Three-compartment sink is properly set up for warewashing (wash, rinse, sanitize).....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Chlorine test kit or thermometer is used to check sanitizing rinse.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
The water temperatures are accurate.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
If heat sanitizing, the utensils are allowed to remain immersed in 170° F water for 30 seconds.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
If using chemical sanitizer, it is the proper dilution.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
The water is clean and free of grease and food particles.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
The utensils are allowed to dry.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Wiping cloths are stored in sanitizing Solution while in use.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

### Garbage Storage and Disposal

	Yes	No	Corrective Action
Kitchen garbage cans are clean.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Garbage cans are emptied as necessary.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Boxes and containers are removed from site.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
Loading dock and area around dumpster are clean.....	<input type="checkbox"/>	<input type="checkbox"/>	_____
Dumpster is closed.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

### Pest Control

	Yes	No	Corrective Action
Screens are on open windows and doors are in good repair.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

	Yes	No	Corrective Action
No evidence of pests is present.....	<input type="checkbox"/>	<input type="checkbox"/>	_____

# ATTACHMENT F

## Training Materials

- AM Best Food Employee Handbook
- Food & Beverage Training
- Back-of-the-House Staff Operations
- Host Training
- Server Training
- Runner Training
- Bussperson Training
- Pest and Rodent Control
  - IPM 7 Steps

AM BEST FOOD INC.  
EMPLOYEE HANDBOOK

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## MESSAGE FROM THE CEO

We are very pleased to deliver the AM Best Food Inc. employee Handbook. This Handbook represents many hours of hard work on the part of AM Best Food Inc. Management. Its contents have been the subject of much thought, discussion, and deliberation.

We strongly encourage you to carefully review this Handbook. Its provisions set the standard for the relationship between AM Best Food Inc. and each of us as individual employees. For that reason, you should consider the Handbook as your first resource for any question you might have concerning that relationship.

Our aim is to give us all a standard to work with and for, spelled out fairly and equally to eliminate any doubts as to our general conduct.

When you pull open those doors, be ready to go to work. We all have personal problems, and bringing them to work with you will only increase your problems. A positive outlook at work is contagious, and others appreciate it. Be happy to see people come in, and say hello. They are not just guests, they are people. Treat them with the same respect and dignity that you would like, and they will probably come back often. The California Restaurant Association claims that thanking people and saying goodbye as they leave is the most important contact you have, it's what they remember about a business, so don't forget!

Be responsible for the whole restaurant. Pretend like it is yours, and be proud of it. If something isn't right, fix it, or make the appropriate person aware of it. If your station is in good shape, and another station is not, help out. Guests don't care whose station it is, if the place is in disarray, they see it and register it.

Do more than your immediate duties, be aware of everything. It directly affects your attitude (and income) for the place to look, feel and be great.

If you make a mistake, don't try to hide it. Let the appropriate person know what happened and let it go.

Remember to always maintain a professional distance. It is not permissible for servers/employees to sit at the tables with a guest or to rest their leg on a chair when an order is being taken.

We have made every effort to integrate AM Best Food Inc. core values into this Handbook, and to make its guidelines understandable. We intend to maintain the Handbook so that it continues to provide clear, up-to-date and understandable guidelines that reflect our values. Should you have any questions or comments, please share them.

Welcome to AM Best Food Inc.!

***Mike Azarian***

CEO/AM Best Food Inc.

You are an at-will employee of AM Best Food Inc.,  
A California Corporation doing business as “Los Feliz Café’

Location:  
3207 Los Feliz Blvd Los Angeles CA 90039

V: (323) 661-2355 [losfelizcafe@yahoo.com](mailto:losfelizcafe@yahoo.com)

## OUR MISSION STATEMENT

To provide a nurturing atmosphere that supports our families, our staff and our guests.

“The Menu will continue to change, but the AM Best Food Inc. philosophy of caring for one another will continue, for love is after all our real true power”

Welcome! In order to really understand how we operate as a company we’ve defined some of the terms of our mission statement for you.

Nurturing – The dictionary defines nurturing as “nourishing or supporting growth.” We believe we’re here to support each other, not just physically, but through personal growth also, such as by fostering good work habits, good working relationships, and by creating a warm, inviting atmosphere that feels inclusive rather than exclusive.

We value inspiration, creativity and innovation in the entire dining experience and work to provide a space where you succeed and we succeed. As a company we continue to evolve by being aware of our guests’ needs as well as our needs, while actively encouraging our employees to develop their skills and talents.

Supports – We aim to create a healthy structure that supports every aspect of our business.

First, we work as a team, backing each other up. When you understand your job fully through proper training there’s less confusion about what we expect you to do and what you can expect from others. That’s why we stress knowledge of the Employee Handbook and our products. Your knowledge and use of that knowledge supports you in your work and everyone else you work with. Then the entire structure becomes a safety net that you can depend on every single day. If one member of the team comes unprepared, that leaves the other members unsupported.

When we say “support” we also mean financially. If you’re prepared to do an excellent job, guests get the best service you and we have to offer. That pays off for the guest who has a memorable experience and wants to come back and for you and all of the rest of the team who are trying to make a good living.

You also create an uplifting experience when you bring a great attitude with you. Positivity is infectious and supports everyone who comes in contact with you.

In addition, we are constantly striving to upgrade to products which we believe support the environment. A healthy business supports a healthy future.



Caring - We're family owned and extended family oriented. We believe in the "family of man," that all of us are connected as human beings and it's important to care for each other.

Longevity is a result of the care we put into the people we work with and for, as well as the work we do. Both employees and guests (who we're now seeing in terms of multiple generations) have become like family to us. It takes more time and effort, but it's an investment in our future as humans the same way selling healthful, organic products is an investment in our future. We care about the work we do. We care about the dishes we serve. We care about our guest and we care about you. We believe support is reciprocal.

Love – Love is a huge word. Let's start with "If you love what you do, you put more love in the world." You can infuse your work with love if you don't confuse it with being a job. A "job" can be mindless, but you can do incredible work and experience incredible growth, when you come to work with your full attention. We think love is your awareness of your personal value in the world and your mindful expression of value that recognizes the boundaries of others and their equal value.

We respect every employee and aim to provide a loving and fun working experience. We respect every person who enters our establishment, from the guests to the vendors, and aim to acknowledge their contributions to us. A loving relationship has to have mutual respect.

Love elevates all of us and makes us be the best person we can be – at the moment. All of us have bad days, bad moments. To love someone also means to recognize when you or someone else has made a mistake, to express regret and to be forgiven, but not everyone is going to be a perfect fit in our company. Love is also recognizing when someone is not in the right place and needs to move on. Sometimes that's the only way personal growth can occur.

Love is our making every effort to help you succeed here. Love is your ability to be open to the experience.

## THE GIFT OF SERVICE

Take the opportunity to change someone's day

Mike Azarian, is the founder of AM Best Food Inc. Restaurant in 2008. The essence of AM Best Food Inc. starts with his simple philosophy of "caring for one another" and we continually try to refine what that means through our service. We believe true hospitality comes from a desire to create a pleasurable experience for our guests by treating them as we would guests in our home and caring for their needs.

"Caring for one another" takes an active, positive, sometimes fearless approach. And it takes practice. Bringing that approach to serving others can go a long way to making your experience in your work valuable beyond monetary reward. We understand that you work for a living; we believe that learning how to create positive experiences prepares you for the rest of your life. It does not eliminate negative responses or events; it acknowledges them and puts them into a healthy perspective. Scientists have recently found that the positive aspects of the "glass-half-full" attitude are actually the mark of a healthy brain. We believe this approach is one more way to create a healthy environment.

We chose you to work here because of your skills and your experience, and because we believe you have something of value to contribute to AM Best Food Inc. as a human being. We ask that when you step into AM Best Food Inc. you boldly let go of

any personal concerns that may weigh on you and concentrate your focus on what you love about your work here and why you chose us. When you do, you are better able to pass your enthusiasm on to others and focus your efforts on creating a complete and positive experience for your guests and co-workers.

Remember: It takes practice to be prepared.

Everyday requires a renewal of commitment and your undivided attention. Every day is a new day to generously offer your service, your kindness and your care. When you are prepared you are also protected. Preparing yourself and the restaurant keeps challenges to a minimum. If something out of the ordinary should happen, then you are better prepared to deal with the situation. The more you practice creating a positive experience, the more secure you will feel. You will begin to recognize when you are dealing with a customer's insecurities, your coworker's insecurities, or your own. If you ever feel overwhelmed by negative responses, (everybody has a bad day) remember to ask for help.

## INTRODUCTION TO CONTENTS

Welcome! As an employee of AM Best Food Inc., you are a valued member of a team effort. We hope that you will find your position with AM Best Food Inc. rewarding, challenging, and productive.

There are several things that are important to keep in mind about this Handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your immediate supervisor.

Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. AM Best Food Inc. reserves the right to modify, supplement, deviate from or rescind any of its policies, procedures, employee benefits or other terms and conditions of employment or any provision of this Handbook at any time, with or without cause or notice, as it deems appropriate in its sole and absolute discretion. To be effective, any such changes must be in writing signed by a Company Office or his/her designee. It is our intention to inform you of any changes when they occur.

Third, this Handbook is not an employment contract. Neither this Handbook nor any other Company document confers any contractual right; either expressed or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specified or definite period of time and may be terminated at any time at the will of either you or the Company, with or without cause and with or without prior notice. No supervisor or other representative of the Company has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to at will employment except for the CFO of the Company and then only expressly in writing signed by him/her.

Finally, some of the benefits described in this Handbook are covered in detail in official insurance documents. You should refer to these documents for specific information, since this Handbook only briefly summarizes those benefits. Please note that the terms of the written plan documents are controlling to the extent there may be any differences between what is in this Handbook and what is set forth in the plan documents.

Throughout this Handbook, we ask you to consult with Management before proceeding on certain personnel or employment-related matters. There are several reasons for this. It enables Management to help you with difficult personnel issues. Additionally, many practices that seem perfectly reasonable to you may, under certain circumstances, have unintended

consequences. Additionally, Management personnel can offer professional support and assistance to help resolve your issues and concerns.

## WORKING AT AM BEST FOOD INC.

### RECRUITING AND HIRING

#### HIRING

When hiring new employees, AM Best Food Inc. strives to recruit and select the best qualified applicants for employment on the basis of qualifications, experience, abilities, and other characteristics necessary to competently perform each specific job assignment. We strive to hire people that will excel in our team environment.

Background checks may be made on all employment candidates prior to hiring. The extensiveness of the background check will be dependent on the position being applied for, but can include financial background, felony background, employment background, etc.

When appropriate and feasible, AM Best Food Inc. will announce available positions to current employees before considering external candidates. Employees hired from within the Company will be required to participate in the application and interview process and meet all qualifications.

### TEAMWORK

Teamwork is a must. No job is beneath you.

- If a guest walks through the door needing a table and the hostess is not available, it is your job as a member of the team to seat them or at least let them know that someone will attend to them shortly.
- If the window is full of food but it is not “your” food, run it to the table anyway. Never leave the kitchen empty-handed.
- If you walk past any table full of empty plates, clear them. Never leave the floor empty-handed.
- If you use the restroom and find it a mess, tidy it up and let the bus person know if it needs a more thorough cleaning.

You may not be the “waiter” or the “bus person” or the “hostess”, however, the point is that if something needs to be done, do it. We all need to work as a cohesive team. The spirit of gratitude will find you in return.

### JOB CANDIDATE REFERRAL POLICY

AM Best Food Inc. is always looking for talented individuals and appreciates recommendations made by existing employees. If you recommend someone who is hired for a Kitchen (Back of House) position on a full-time, regular basis and who remains with the Company a minimum of 90 days, you are eligible for a recruiting bonus. The current referral fee for a full-time, regular employee is \$100. AM Best Food Inc. reserves the right to increase this amount, depending on marketplace conditions or other circumstances. For the referral to be valid, the referring employee's name must appear on the employment application. Referral fees will be paid to the referring employee the month following the new hire's 90 days of continuous employment.

## EMPLOYMENT CATEGORIES

Based on the conditions of employment, employees of AM Best Food Inc. fall into the following categories:

- Full-Time employees
- Part-Time employees
- Temporary employees

### FULL-TIME

A full-time employee is one who works a regular schedule of 32 or more hours per week.

### PART-TIME

A part-time employee is one who works a regular schedule of less than 32 hours per week.

### TEMPORARY EMPLOYEES

A temporary employee is hired for a specified project or time frame and may work an irregular schedule. A temporary employee in a non-exempt position is paid by the hour while a temporary employee in an exempt position is paid according to the terms of hire for that individual. Temporary employees do not receive any additional compensation or benefits provided by the Company.

### EXEMPT (SALARIED) AND NON-EXEMPT (HOURLY) EMPLOYEES

Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a semi-monthly basis.

Non-Exempt employees receive overtime pay in accordance with our overtime policy. Their salaries are calculated on an hourly basis.

AM Best Food Inc. adheres to all applicable State and Federal laws regarding exempt and non-exempt employment status.

## INACTIVE STATUS

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds four months will be placed on inactive status. During the time the employee is on inactive status, no benefits such as vacation and sick time will be earned and seniority will not continue to accrue.

## WORK HOURS

### BASIC POLICY

As an AM Best Food Inc. employee, your workweek must be flexible to meet the needs of your restaurant's work schedules and deadlines.

The standard work schedule for full-time, regular employees is 5 days per week, 8 hours per day, 40 hours per week. The normal workday may vary according to each restaurant's needs. Start and end of day hours may vary depending upon the needs of the restaurant.

AM Best Food Inc. workweek begins at 12:01am Monday and ends at 12 midnight Sunday.

### OVERTIME COMPENSATION

Your eligibility for overtime compensation is determined by your job duties - the scope of your responsibility and accountability. The criteria that exempt a position from overtime are specified under the Fair Labor Standards Act and/or applicable state law.

All overtime must be authorized in writing in advance by your supervisor. Supervisors are responsible for keeping overtime work to a minimum and for seeing that all overtime is justified. They are also responsible for making sure that no one, whether entitled to overtime pay or not, is required to work an excessive amount of overtime on a continuing basis. Under no circumstance may a supervisor require an overtime-eligible employee to work overtime without compensation. A prospective employee should be told of his/her overtime eligibility by the hiring supervisor at the time the job offer is made. However, no amount of overtime may be guaranteed.

### OVERTIME HOURS

For payroll purposes, overtime for all overtime-eligible employees (whether full-time, part-time or temporary) is computed on a daily basis for hours worked in excess of 8 hours per work day and a weekly basis for hours worked in excess of 40 hours per work week (except where state laws designate otherwise). The work week is defined as beginning on Monday (Day 1) and ending Sunday (Day 7).

Overtime is normally paid at the following rates:

time worked beyond 8 hours in a work day or 40 in a work week is calculated at time and one half

time worked beyond 12 hours in a work day is calculated at double time

time worked on the 7<sup>th</sup> consecutive day in a workweek (Sunday) is calculated at time and one half up to 8 hours

time worked beyond 8 hours on the 7<sup>th</sup> consecutive day (Sunday) in a workweek is calculated at double time

Any work performed at home must be approved by your supervisor.

## MEAL AND REST PERIODS

### General Guidelines

Meal and rest periods are scheduled by management. Employees must take their meal and rest periods only as scheduled by management. Insofar as practical, AM Best Food Inc. makes a good faith effort to schedule meal periods in the middle of work periods. Where operational or practical considerations make scheduling meal periods in the middle of work periods impractical, AM Best Food Inc. may deviate from this guideline.

So long as consistent with the policy guidelines set out below, management may set meal and rest breaks in whatever sequence they deem appropriate. For example, an employee's meal period may be scheduled before her or his first rest period in a particular shift.

Rest periods may not be combined with meal periods, used to shorten the work day, or accrued, i.e., an employee may not "carry over" a first rest period and combine it with his or her second rest period in a shift.

If any employee feels he or she is not being provided the meal or rest periods to which he or she is entitled, the employee should immediately notify management in writing. Please follow the Open Communication/Conflict Resolution Policy in this manual.

Employees must maintain a degree of professional distance. It is not permissible for employees to sit with guests during a rest or meal period.

It is not permissible for on-duty employees to gather with, sit with, or eat from the plates of employees who are on meal or rest periods. While employees are on duty on the floor, the responsibility of attending to guests is their first priority; each person's rest or meal period will come in turn.

### Meal Periods

AM Best Food Inc. provides non-exempt employees with meal periods in compliance with California law. For each work period of more than five hours, the employee shall receive one 30-minute meal period; the meal period shall be provided no later than the end of the fifth hour of work. For each work period of more than 10 hours, the employee shall receive a second 30-minute meal period; the second meal period shall be provided no later than the end of the tenth hour of work.

During meal periods, employees are relieved of all duty, and AM Best Food Inc. relinquishes control over the employees' activities and permits employees to take an uninterrupted 30-minute break. AM Best Food Inc. will not impede or discourage

employees from taking their full 30-minute meal periods. Employees are permitted to leave the premises for their meal breaks.

Meal periods are unpaid. All non-exempt employees must clock out at the commencement of each meal period and clock in at the end of each meal period.

Prior to taking a meal period, servers must finish their tables completely or pass or transfer their tables to another server. Servers shall not attend to tables during their meal period. Appropriate introductions must be made to guests when passing off a table the server has started so the guest is clear on who is caring for them.

#### Rest Periods

AM Best Food Inc. provides non-exempt employees with rest periods in compliance with California law. For each work period of four hours or major fraction thereof (more than two hours), the employee shall receive one 10-minute rest period. However, if the employee's total work period in one day is less than three and one-half hours, no rest period need be given. For example, employees are provided one 10-minute rest period for work periods from three and one-half to six hours in length, two 10-minute rest periods for shifts of more than six hours up to 10 hours in length, etc.

Rest periods are paid. Employees may not leave the premises during their rest periods.

#### CONDUCT ON PREMISES

Employees are prohibited from remaining on AM Best Food Inc. premises or making use of AM Best Food Inc. facilities while not on duty unless they have authorization from their supervisor.

Employees who are off-the-clock are prohibited from entering the restaurant through kitchen or warehouse doors, they must enter the buildings from the front entrance. Employees who are off-the-clock are prohibited access to the Kitchen, Drink station, and all Storage areas. They may not help themselves to Soda, Coffee or Tea. Any food or drink needs must be accommodated through appropriate service personnel.

Employees visiting AM Best Food Inc. on their day off or visiting before their shift begins must conduct themselves as a guest in the restaurant and not as an employee with employee access or privilege to restricted areas.

#### SHARED EMPLOYEES

##### WORKING AT MORE THAN ONE "AM BEST FOOD INC." LOCATION

Regarding schedules:

The AM Best Food Inc. store location where an employee has been hired and trained is considered that employee's Primary store location. Schedules at Primary store take precedence. An employee who wishes to work additional shifts at any other "AM Best Food Inc." location must have the approval of the Primary Store Manager before they can be scheduled to work any secondary shift at a Secondary location.

Only the Primary Store Manager has the power to grant dual-store privilege for one of their employees. Requests for dual-store privilege may be made by

- an Employee
- a Secondary Store Manager
- a Secondary Kitchen Manager.

When an employee elects to or is called upon to work at a Secondary location during their off-hours, a formal request for dual-store privilege must first be made to the Primary Store Manager in writing, who will in turn approve or deny the request. Any subsequent changes to a previously approved secondary schedule must be resubmitted, in writing to the Primary Store Manager who will again make the final decision to approve or deny the change.

It must be remembered that working two locations is a privilege given by the Primary Store Manager. The Primary Store Manager has the right to revoke that privilege if a Secondary schedule infringes upon the Primary schedule or affects staff performance in a negative way.

#### PAYROLL

AM Best Food Inc. payroll administration policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Employees are encouraged to direct any questions concerning payroll administration or their salary pay to Management so that any inadvertent error can be corrected.

#### TIMEKEEPING REQUIREMENTS

All non-exempt employees are required to punch in and out for payroll purposes. All vacation and/or leave requests must be submitted in writing, indicating who will be covering the shift(s), and are subject to management approval.

Non-exempt employees must record their work time by punching in to the timekeeping system at the start and at the end of each work period, including before and after the meal break. Non-exempt employees also must record their time whenever they leave the building for any reason other than AM Best Food Inc. business.

Exempt employees are required to record time worked for allocation purposes. Timesheets for exempt employees are not used for payroll calculation. Exempt employees are not required to note meal or other types of breaks in the workday.

All time sheets must be submitted to the employee's immediate supervisor for approval, in accord with Company deadlines.

#### PAYMENT OF WAGES

Employees are paid on a semi-monthly basis, with payment being made every 1<sup>st</sup> and 16<sup>th</sup> of the month. If a regular payday falls on a day the business is closed, employees will be paid on the next working day.

Paychecks will be available by 2:00 p.m. on the pay date. If you observe an error on your check, please report it immediately to Management.



## REDUCED SALARY FOR EXEMPT EMPLOYEES

Salaried employees will receive their salary for any week in which they perform any work, subject to the following guidelines:

an employee's salary may be reduced for complete days of absence due to sick time or vacation time before those benefits accrue or after they are exhausted.

salaries at the beginning or at termination will be pro-rated.

an employee's salary will not be reduced due to partial weeks of work due to service as a juror, or for lack of work.

## ADVANCES

AM Best Food Inc. will permit up to two (2) advances against paychecks per calendar year, with Store Manager approval. The Store Manager in turn must seek the approval of the payroll administrator before the employee will receive an advance.

## PERFORMANCE DEVELOPMENT AND EVALUATION

### BASIC POLICY

The Performance Evaluation system is one of the main tools at the heart of AM Best Food Inc. efforts to give feedback to employees, provide recognition of their efforts and encourage employees to be involved in their own professional development. Our performance review process sets standards against which all employees are evaluated and at the same time accommodates the needs and objectives of each employee. Built into the process is an opportunity for employees to respond to their evaluations. At AM Best Food Inc., every employee is entitled to, and expected to receive, a performance review after four (4) weeks of employment. You will also receive a second performance review at the end of ninety (90) days of employment.

Performance reviews may be based on many factors including the following:

1. Your ability to adequately perform the job for which you have been hired.
2. The job skills pertaining to your position, based on testing and observations.
3. Your teamwork and cooperation.
4. How well you get along with guests, staff and management.
5. How you respond to leadership.
6. Self-motivation.
7. Cleanliness.
8. Product/Menu knowledge.

9. Punctuality.

## BENEFITS

The Company has established a variety of employee benefit programs designed to assist you and your dependents in meeting the financial burdens that can result from illness and disability. This portion of the Employee Handbook contains a very short general description of the benefits to which you may be entitled as an employee of the Company. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official insurance documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, AM Best Food Inc. reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact Management. If you lost or misplaced those descriptions, please contact Management for another copy.

## VACATIONS

Vacations are intended to provide time for you to rest, relax and enjoy yourself away from the responsibilities of your job.

If business circumstances require Management to ask you not to take all of your earned vacation during the calendar year, or if you choose not to take all of your earned vacation during the calendar year, the unused vacation may be carried over to the next calendar year until you have accumulated an amount equal to twice your annual vacation entitlement. Once you have accrued that amount, your vacation accrual will stop. As you take the unused vacation, you will once again begin accruing vacation days. However, at no time are you allowed to accrue an amount more than twice your annual vacation entitlement.

With the exception of full-time exempt employees, you may receive pay in lieu of vacation.

## VACATION ENTITLEMENT

Vacation time off with pay is available to full-time employees and part-time employees to provide the opportunity for rest, relaxation, and personal pursuits. The amount of paid vacation time an employee receives is dependent on the employee's job classification as shown in the schedule below:

Non-Exempt Full-Time or Part-Time Employees: Accrue one (1) week vacation time per anniversary year after one (1) year of continuous, full-time employment. Accrued vacation time cannot be taken until employee has completed two (2) years of continuous employment. You may receive pay in lieu of vacation.

Exempt Employees: Accrue vacation time from first day of employment at the rate of two (2) weeks per anniversary year. Accrued vacation time cannot be taken until employee has completed one (1) year of continuous employment. You may not receive pay in lieu of vacation. We require that you take time off.

Accrued vacation hours are calculated based upon the number of hours the employee is works in the workweek of the accrual period, up to a maximum of forty (40) hours. Employees working less than five (5) days per week will accrue vacation time on a (that) prorated basis, for example.

Temporary and part-time exempt employees do not receive paid vacations.

WINTER / HOLIDAYS: Between Thanksgiving and New Year's Day, vacation time is limited to one (1) week and one (1) person, per position or job classification. If more than one person per position applies for the same week, the approval will be based on seniority, and that seniority will be honored once every three (3) years. It is our busiest time of the year and it is also flu season. We feel strongly that having a full staff to draw from is in the best interest of the staff members committed to being here and the restaurant as a whole. Subbing out more than one shift during the course of a week constitutes vacation during this time period.

Routine, short-term illness during vacation is not considered medical leave. Illness lasting more than three consecutive calendar days or a period of hospitalization during a vacation should be treated as medical leave. If medical leave is approved Management will assist you in rescheduling your vacation. There is no vacation accrual during an unpaid leave.

#### VACATION REQUESTS

Vacations should be taken at your and Management's mutual convenience, and require your supervisor's prior approval. You are responsible for covering your shifts. Any subs from other stores must be approved in advance by your Store Manager or Kitchen Manager. A Vacation Request form must be filled out and approved by your supervisor four weeks in advance of your requested vacation.

Once your time-off request has been approved, you will need to document your time off (vacation time) in the shift-change book with all appropriate employee signatures and submit it for signature by the Manager responsible for the shift. When the Manager approves your subs, your responsibility for the shift(s) is complete. The person(s) agreeing to cover for you is now responsible.

Not showing up for a scheduled shift that you have agreed to cover is grounds for termination.

#### SITUATIONS REDUCING VACATION

Vacation is accrued as long as you are not on unpaid leave (inactive status). An employee who leaves AM Best Food Inc. due to resignation or dismissal receives pay for the pro rata portion of vacation not taken as of the date of leaving. Employees taking unpaid leaves of absence will be credited for the prorated amount of unused vacation thus far accrued that year. If an employee leaves the Company after taking more than the pro rata vacation, subject to State and Federal regulations, the employee must arrange to repay the Company immediately upon termination.

#### DISABILITY

All employees in the state of California are required to contribute to the state mandated disability insurance program. Contributions are made through payroll deductions. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at AM Best Food Inc., or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Please contact Management for questions regarding the California Disability program.

California disability insurance payments do not begin until after you have been absent from work for 5 days. If you have accrued paid sick time, sick time will be used for the first 5 work days, before California disability insurance payments begin. If you have no accrued sick time, any accrued vacation may be used during this waiting period.

California disability insurance benefits do not replace all of your usual wages. Your California disability insurance benefits will be supplemented with any accrued and unused sick time. If you have no sick time, or once you exhaust your sick time, accrued and unused vacation may be used to supplement your California disability insurance benefits.

#### DISABILITY ELIGIBILITY

Eligibility determinations are made by the California Disability Department. All employees (full-time, part-time and temporary) are eligible to apply to the state for disability assistance.

#### WORKERS' COMPENSATION BENEFITS

AM Best Food Inc. is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, you must immediately notify your Management. Should your injury require the attention of a doctor, you will be referred to a physician by Management. In the case of an emergency, you should go to the nearest hospital emergency room for treatment.

#### WORKERS' COMPENSATION ELIGIBILITY

All employees (full-time, part-time and temporary) are immediately eligible to apply for workers' compensation benefits, if they sustain a work-related injury. Benefit determinations are made by the Workers' Compensation insurance carrier.

Making a false statement or fraudulent workers' compensation claim is a felony subject to up to 5 years in prison or a fine of up to \$50,000 or double the value of the fraud, whichever is greater, or by both imprisonment and fine.

## TIME AWAY FROM AM BEST FOOD INC.

### ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

Because AM Best Food Inc. depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job are essential at all times. Employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify his/her supervisor as far in advance as possible, but not later than one hour before his/her scheduled starting time, if he/she expects to be late or absent. This policy applies for each day of his/her absence. An employee who fails to contact Management, and/or the administrative staff at his/her assigned work location may be considered as having voluntarily resigned. A record of absenteeism and lateness may be kept by the employee's supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in termination.

### ABSENCE DUE TO ILLNESS

In order to keep the business running smoothly and efficiently, it is important that every employee is on the job, on time, regularly. For this reason, careful attention is given to promptness, absence record and overall dependability.

AM Best Food Inc. recognizes that an employee may occasionally be disabled by injury or illness. Employees unable to report to work due to illness or injury must telephone their supervisor directly, each day of their absence, as far in advance as possible, but no later than one hour before their scheduled arrival time. If their supervisor is not available, a member of Management should be contacted. If an employee is unable to make the call personally, a family member or a friend should contact the supervisor. The supervisor must be contacted each day of absence. Absences of more than three consecutive calendar days may be subject to AM Best Food Inc. Family Medical Leave policy. An employee who fails to contact his/her immediate supervisor may be considered as having voluntarily resigned. This policy must be followed unless an exception has been made for a particular absence.

If AM Best Food Inc. has questions about the nature or length of an employee's sick leave, a written certification from a physician or licensed health care professional may be required.

### CALIFORNIA PAID FAMILY LEAVE

Paid Family Leave, or Family Temporary Disability Insurance (FTDI), like State Disability Insurance, is a partial wage-replacement insurance benefit for eligible employees who experience a wage loss as a result of taking time off to care for a seriously ill child, spouse, parent or domestic partner, or to bond with a new child during the first year after the child's birth, adoption or foster placement.

Eligible employees may receive these wage replacement benefits for up to six weeks during a pregnancy disability or other approved leave. Employees may not receive more than six weeks of FTDI benefits during any 12 month period beginning with their first application for benefits.

Approval of FTDI benefits does not guarantee reinstatement of your employment, upon your return date.

You must request any leave in writing as far in advance as possible. You are expected to keep in touch with your supervisor during your leave and to give prompt notice if there is any change in your return date.

You must file a claim with the Employment Development Department in order to be eligible to receive FTDI benefits. Your claim for FTDI benefits must be supported by a doctor's certification of the serious health condition of a family member or domestic partner, or the birth, adoption or foster care placement of a child. You are not eligible to receive FTDI benefits for any day that another family member is ready, willing, able and available to provide care for your family member.

No FTDI benefits are payable during the first seven days that you are absent from work. You are required to use all available, accrued vacation time, up to a maximum of two weeks, prior to receiving FTDI benefits.

#### FAMILY AND MEDICAL LEAVE

AM Best Food Inc. recognizes that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. AM Best Food Inc. complies with federal and state law provisions for family, medical and pregnancy disability leaves. AM Best Food Inc. will grant these leaves to employees as required by state and federal law in effect at the time the leave is granted.

You must request any leave in writing as far in advance as possible. You are expected to give prompt notice to your supervisor and to give prompt notice if there is any change in your return date. If you have not contacted your supervisor at the end of your scheduled leave, we will assume that you do not plan to return and that you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of the leave you are allowed, your employment may be terminated.

#### EMPLOYEES WHO MAY TAKE LEAVE

Before you may seek a leave of absence you must:

have been employed by AM Best Food Inc. for at least twelve (12) months; and

have worked at least 1,250 hours in the previous twelve month period

#### REASONS FOR TAKING LEAVE

You may request an unpaid leave for any of the following reasons:

to care for your child after birth, or after a child is placed with you for adoption or foster care within the twelve (12) months following birth or placement; or

to care for your spouse, child, domestic partner or parent, who has a serious medical condition; or  
for your own serious medical condition which makes you unable to perform your job duties.

#### LENGTH OF LEAVE ALLOWED

The maximum time allowed to take leave, if you are eligible, is twelve (12) workweeks in a twelve (12) month period. For California employees, this does not include leave time an employee is allowed because of pregnancy disability. AM Best Food Inc. will use a "rolling" twelve (12) month period measured backward from the date you begin a leave to determine how much leave time is available to you, unless another calculation is required by law.

#### ADVANCE NOTICE AND MEDICAL CERTIFICATION

You may be required to provide to us advance leave notice and medical certification. Your leave request may be denied or your leave delayed if these requirements are not met.

You must provide Management with at least thirty (30) days' written notice of your need to take leave if you know about the need in advance, or you must notify Management as soon as you can if you did not know about the need for a leave at least thirty (30) days in advance.

We require medical certification if you request leave because of your own or a family member's serious medical condition. We may also require a second or third medical opinion regarding your own serious health condition at our expense. You are required to cooperate with us in obtaining any additional medical opinions we may require.

If you require a leave because of your own medical condition, you must obtain certification from your health care provider that you are able to return to work before you report to work at the end of your leave.

#### LEAVE TO CARE FOR A DOMESTIC PARTNER

To qualify for a leave to care for a domestic partner, the relationship must be registered with the State of California. This leave does not fall under the Family and Medical Leave Act and must be discussed with Management in advance. The Company requires an employee to provide medical certification of the serious health condition of the domestic partner just as it would for an employee's spouse.

#### JOB BENEFITS AND PROTECTION

We will continue our contributions for your health care coverage for the duration of your leave. You must continue to make any premium payments for health care coverage for yourself or your dependents that you are now required to make, if you want the coverage to continue during your leave. Employees will normally be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms when they return from leave. Your use of leave allowed by this policy will not result in the loss of any employment benefit that accrued prior to the start of your leave. Key employees may be subject to reinstatement limitations in some circumstances. You will be notified of the possible applications of limitations on reinstatement at the time you request a leave if you are a key employee.

#### PREMIUM COST REPAYMENT

If you choose not to return to work from a leave allowed by this policy, you will be required to repay to the Company the premium amounts the Company paid during your leave, unless you do not return to work because of circumstances beyond your control.

## PAID AND UNPAID LEAVE

Family and medical leave is unpaid leave except that employees are required to use any accrued and unused sick pay and vacation pay for a medical leave due to their own illness and to use any accrued and unused vacation pay for leave to care for a family member or domestic partner. California employees are permitted to use their accrued and unused sick pay up to a maximum of 50% of accrued sick time per calendar year to care for an ill family member or domestic partner. California employees on pregnancy disability leave are only required to use their accrued and unused sick pay during their leave and may elect to use their accrued and unused vacation pay.

If an employee's medical leave is due to a work-related injury, the employee may be covered by workers' compensation benefits. All work-related injuries must be immediately reported to Management whether or not they result in leave.

## CALIFORNIA PREGNANCY DISABILITY LEAVE

Pregnant California employees are entitled to take leave if they are disabled by pregnancy, childbirth or a related medical condition. Pregnancy disability leave begins on the first day that the employee's health care provider certifies she is unable to work and ends when her health care provider certifies she is able to return to work, or after a total of four (4) months of leave, whichever occurs first. Family leave to care for a newborn child may be available following pregnancy disability leave.

## PROCEDURE FOR REQUESTING PREGNANCY DISABILITY LEAVE

Employees who need to take pregnancy disability leave must inform AM Best Food Inc. when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with Management regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of AM Best Food Inc. Any such scheduling is subject to the approval of the employee's health care provider.

If 30 days' advance notice is not possible, notice must be given as soon as practical.

Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child.

Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.

Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons.

Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide AM Best Food Inc. with a certification from a health care provider. The certification indicating disability should contain:



The date on which the employee became disabled due to pregnancy;

The probable duration of the period or periods of disability; and

A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.

Leave returns will be allowed only when the employee's physician sends a release.

An employee may use accrued, unused sick and/or vacation time during a pregnancy disability leave.

Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take pregnancy disability leave up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave need not be taken in one continuous period of time and may be taken intermittently, as needed.

Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from a pregnancy disability leave has no greater right to a position of employment upon reinstatement than an employee who had been continuously employed.

#### COORDINATION OF PREGNANCY DISABILITY LEAVE WITH FAMILY/MEDICAL LEAVE

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, AM Best Food Inc. will maintain group health insurance coverage up to a maximum of 12 workweeks (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work.

Leave taken under the pregnancy disability policy runs concurrently with family and medical leave under federal law, but not with family and medical leave under California law. If you are ineligible under the federal and state family and medical leave laws, while on pregnancy disability you will receive continued paid coverage on the same basis as other medical leave that AM Best Food Inc. may provide and for which you are eligible. In some instances, AM Best Food Inc. may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, or if paid coverage ceases after 4 months, you may continue your group health insurance coverage through AM Best Food Inc. in conjunction with Cal COBRA guidelines. Contact Management for further information.

#### LACTATION POLICY

As part of our family-friendly policies and benefits, AM Best Food Inc. supports breastfeeding mothers by accommodating the mother who wishes to express breast milk during her workday when separated from her newborn child. The provisions of this Lactation Policy meet the requirements of the Fair Labor Standards Act as it relates to breaks for nursing mothers.

For up to one year after the child's birth, any employee who is breastfeeding her child will be provided reasonable break times to express breast milk for her newborn. AM Best Food Inc. has designated the Floor Manager's office for this purpose at each location.

If possible, the lactation time is to run concurrently with any break time already provided. Breaks of more than 15 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Nursing mothers wishing to use this room must request the room by contacting their Store Manager. Additional rules for use of the room and refrigerator storage are posted in the room. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Whenever possible, a refrigerator reserved for the specific storage of breast milk will be available. Any breast milk stored in the refrigerator must be labeled with the name of the employee and the date of expressing the breast milk. Any non-conforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. If a refrigerator is not available, nursing mothers may bring in a small ice chest for storing breast milk.

#### CLOSURE DAYS

AM Best Food Inc. observes the following closure days per year as follows:

Independence Day – closed evening only

Thanksgiving Day – closed evening only

Christmas Eve – closed evening only

Christmas Day – closed evening only

#### JURY DUTY

AM Best Food Inc. recognizes and supports the need for employees to fulfill their civic duties through jury duty, military leave and time off to vote.

A leave of absence for jury duty will be granted to any employee who has been notified to serve.

AM Best Food Inc. does not offer compensation for mandatory jury duty.

An employee on jury duty is expected to report to work any day he/she is excused from jury duty.

Upon receipt of the notice to serve jury duty, the employee should immediately notify Management. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes.

Upon the employee's return, the employee must notify Management and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, the Company may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures. The employee must cooperate with this request.

#### MILITARY LEAVE

AM Best Food Inc. provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state law. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty and for examinations to determine fitness for any such duty.

Subject to State and Federal laws, the Company does not provide salary during military leaves.

Total military leave time taken may not exceed five years during employment, except in special circumstances.

Advance notice of leave is required. Please inform Management of anticipated military leave time as far in advance as possible. Accrued vacation will be paid during military leave at your request and health plan coverage continuance can be arranged for up to 18 months during military leave if required premium payments are made by you.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in termination of employment.

#### TIME OFF TO VOTE

If you reside in California and cannot vote before or after working hours in statewide public elections, then you will be allowed sufficient time off to go to the polls or to rearrange your work schedule to permit you to vote. AM Best Food Inc. will pay you for up to the first two (2) hours of absence from regularly scheduled work which is necessary to vote in the election. Any additional time off will be without pay. You must give reasonable notice of the need to have time off to vote and must give at least two working days' notice when two working days' notice is possible.

No employee will be penalized or retaliated against for requesting time off to vote.

#### CALIFORNIA TIME OFF FOR VOLUNTEER FIREFIGHTERS, RESERVE PEACE OFFICERS AND EMERGENCY RESCUE PERSONNEL

If you are a registered volunteer firefighter, reserve peace officer or emergency rescue personnel as defined under California law, who intends to perform emergency duty during work hours, please alert Management so that we are aware of the fact that you may have to take time off to perform emergency duty. In the event you subsequently need to take time off for

emergency duty, please alert your supervisor before leaving AM Best Food Inc. premises. Any time taken under this policy is unpaid.

#### CALIFORNIA TIME OFF FOR PARENTS' SCHOOL ACTIVITIES

If you are a parent, guardian or grandparent with custody of one or more children in kindergarten or grades 1-12, inclusive or attending a licensed child day care facility, and wish to take time off to participate in any activity of the school or licensed child day care facility for any of your children, you may take off up to eight (8) hours each calendar month (up to a maximum of forty [40] hours each year per child), provided you give reasonable notice to AM Best Food Inc. of your planned absence. Employees wishing to take such leave may utilize their existing unused, accrued vacation time. AM Best Food Inc. may require documentation from the school or licensed child day care facility noting the date and time of your visit. If both parents of a child are employed by AM Best Food Inc. at the same work site, only one parent – the first to provide notice – may take the time off unless AM Best Food Inc. approves both parents taking time off simultaneously.

If you are a parent or a guardian of a student, you may also be granted time off to attend a school conference involving the possible suspension of your child if, prior to taking the time off, you give reasonable notice to AM Best Food Inc..

Please notify Management if time off is needed for any of these school-related reasons.

#### TIME OFF FOR WITNESS DUTY AND VICTIMS OF DOMESTIC VIOLENCE

##### Witness Duty Leave

Employees may take time off to comply with a subpoena or other court order to appear in court as a witness in any judicial proceeding. Employees must provide Management with a copy of the subpoena or court order reasonably in advance of their court appearance as a witness. Subject to State and Federal laws, witness duty leave is unpaid except that an employee may use accrued and available vacation pay.

##### California Domestic Violence Leave

California employees who are victims of domestic violence may take time off from work to obtain or attempt to obtain any relief, including but not limited to a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety or welfare of a domestic violence victim or his or her child.

California employees who are victims of domestic violence may also take time off from work to seek medical attention for injuries caused by the domestic violence, to obtain services from a domestic violence shelter, program or rape crisis center, to obtain psychological counseling related to the domestic violence, or to participate in safety planning and take other actions to increase safety from future domestic violence, including temporary or permanent relocation.

Employees who are victims of domestic violence must give Management reasonable advance notice that they intend to take time off for a purpose stated above unless advance notice is not feasible. In the event of an unscheduled absence, the employee must, within a reasonable time after the absence, provide AM Best Food Inc. with appropriate documentation certifying the need for the absence (i.e., a police report indicating the employee was a victim of domestic violence; a court order or other evidence from the court or prosecuting attorney that the employee appeared in court as a victim of domestic violence; or documentation from a medical professional, domestic violence advocate, health care provider or counselor that the employee was undergoing treatment for injuries or abuse resulting from domestic violence).

Domestic violence leave for non-exempt employees is unpaid except that affected employees may use accrued and available vacation. Depending upon the purpose or length of the leave, domestic violence leave for exempt employees may be unpaid unless the affected employee uses accrued and available vacation. The total amount of unpaid leave that may be taken for medical treatment, counseling, safety planning or other support services resulting from domestic violence cannot exceed 12 weeks in a 12-month period and is not in addition to unpaid leave allowed under the Family and Medical Leave Act.

AM Best Food Inc. will maintain the confidentiality of any employee requesting domestic violence leave to the extent allowed by law.

## AM BEST FOOD INC. POLICIES

### SAFETY AND HEALTH POLICY

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with their supervisor regarding safety issues.

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on AM Best Food Inc. premises. Employees should contact their supervisor and/or 911 in the event of an accident or emergency.

If an employee is injured on the job, AM Best Food Inc. provides coverage and protection in accordance with Workers' Compensation law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn will notify Management of the incident.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Workers' Compensation Insurance.

Wash your hands often! Wash them at the beginning of your shift and anytime you eat, smoke or leave the restaurant. Wash your hands after you use the restroom. Wash them anytime it seems appropriate.

### COMPANY HOUSEKEEPING POLICY

Good housekeeping is an integral part of any effective safety program. Keeping work areas neat and clean reduces the chances of accident and injuries. Well-organized work areas also increase the ability of employees to perform their jobs efficiently. Each employee is responsible for keeping his or her work area neat and orderly. Housekeeping inspections will be conducted in each restaurant on a regular basis.

### STORAGE OF PERSONAL BELONGINGS

Each store provides lockers, for employee use, to store their personal belongings if they wish to use them during their shift. Employees must use their own lock to secure the locker. It is recommended that you bring as few personal items as possible and that you leave all valuables at home. Please be aware that AM Best Food Inc. is NOT responsible for any personal items that are misplaced, lost or stolen. Lockers must be emptied at the end of each shift.

### INJURY AND ILLNESS PREVENTION PROGRAM

AM BEST FOOD INC. COMMITMENT TO SAFETY AND HEALTH

AM Best Food Inc. is firmly committed to maintaining a safe and healthful working environment. To achieve this goal, AM Best Food Inc. has implemented a comprehensive Injury and Illness Prevention Program. This program is designed to prevent workplace accidents, injuries, and illnesses. A complete copy of the program is maintained in the Administration Department and is available for your review. A copy is also provided to you.

AM Best Food Inc. Injury and Illness Prevention Program is designed to prevent injuries, illnesses and accidents in the workplace. The primary purpose of the Program is to ensure the safety and health of AM Best Food Inc. workers and provide a safe and healthful work environment.

#### RESPONSIBILITY FOR SAFETY AND HEALTH

All employees of AM Best Food Inc. are responsible for working safely and maintaining a safe and healthful work environment.

#### PROGRAM ADMINISTRATOR

The Program Administrator is the General Manager. The Program Administrator is responsible for the overall implementation and maintenance of AM Best Food Inc. Injury and Illness Prevention Program. The Program Administrator duties include, but are not limited to:

- Ensuring that employees are trained in accordance with this Program;

- Inspecting, recognizing, and evaluating workplace hazards on a continuing basis;

- Developing methods for abating workplace hazards;

- Ensuring that workplace hazards are abated in a timely and effective manner.

The Program Administrator may assign all or some of these tasks to other individuals within the Company. Nevertheless, the Program Administrator remains ultimately responsible for the implementation and maintenance of AM Best Food Inc. Injury and Illness Prevention Program.

#### EMPLOYEE SAFETY

Employees are responsible for attending scheduled safety meetings; complying with safe and healthy work practices described in AM Best Food Inc. Injury and Illness Prevention Program; utilizing all equipment safely in accordance with their design and immediately reporting any potentially unsafe condition to the Program Administrator.

#### ERGONOMICS

AM Best Food Inc. is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. AM Best Food Inc. will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment

and processes and employee training. AM Best Food Inc. encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

AM Best Food Inc. believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact Management.

#### RECREATIONAL ACTIVITIES AND PROGRAMS

AM Best Food Inc. or its insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's work-related duties.

#### INCLEMENT WEATHER/NATURAL DISASTERS

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

**Inclement Weather:** Conditions that excuse absence from work include: snow, road closure, heavy rain, and severe flooding. If weather conditions prevent you from safely traveling to work, you must notify your immediate supervisor by phone, if telephone service is functional, or by any other available means.

**Natural Disasters:** In the event of a natural disaster such as earthquake, fire, or explosion the restaurant will be closed if the building is damaged or highways leading to the restaurant are damaged. For instructions on reporting to another location, contact your assigned work location as soon as possible.

#### DRIVING SAFETY

The purpose of this policy is to ensure the safety of those individuals who drive on Company business\*. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, AM Best Food Inc. endorses all applicable state motor vehicle regulations relating to driver responsibility. The Company expects each driver to drive in a safe and courteous manner pursuant to the following safety rules. The attitude you take when behind the wheel is the single most important factor in driving safely.

The following Guidelines outline driving safety requirements, but are not an exhaustive list. Operating your own vehicle while on Company business\*, in any unsafe manner is subject to disciplinary action, up to and including termination.

Driver Guidelines and Reporting Requirements:

Any employee who has a driver's license revoked or suspended shall immediately notify the Company, and immediately discontinue operation of the vehicle for Company business\*. Failure to do so may result in Disciplinary action, including termination of employment.

Accidents in personal vehicles while on Company business\* regardless of severity, must be reported to the police and to the Company. Accidents are to be reported immediately (from the scene, during the same day, or as soon as

practicable if immediate or same day reporting is not possible). Accidents involving the employee's personal injury must be reported to Management for worker's compensation purposes. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, up to and including termination of employment.

Employees must have a valid and current Driver's license to operate a personal vehicle with current auto insurance while on Company business.

Motor Vehicle Records may be obtained on all drivers prior to employment.

AM Best Food Inc. may participate in a system that regularly checks State Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

Employees are expected to drive in a safe, responsible manner and to maintain a good driving record.

The use of any vehicle, while on Company business\*, while under the influence of intoxicants and other drugs (which could impair driving ability) is forbidden and is sufficient cause for discipline, up to and including termination of employment.

Cell phone use while driving should be kept to a minimum, and is restricted to "hands free" use only. Drivers need to be aware when use of the cell phone is creating a distraction from safe driving and adjust their usage accordingly, including pulling off the road to continue/finish the conversation if needed. Whenever possible, drivers should complete calls while the vehicle is parked. While driving, attention to the road and safety should always take precedence over conducting business over the phone.

No driver shall operate a vehicle on Company business\* when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.

Any traffic violations or citations that are incurred while on Company business\* are the sole responsibility of the driver.

All State and local laws must be obeyed.

\*Company business is defined as driving at the direction, or for the benefit, of employer. It does not include normal commuting to and from work.

#### BUSINESS ATTIRE

Because each employee is a representative of AM Best Food Inc. in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

- Clothing must be clean, pressed and free of holes and/or frayed seams. It must allow you to move about the restaurant, free of restriction, as your job requires without posing a safety hazard.



- Employees who are required to wear uniforms must ensure the uniform is kept in a good, clean condition at all times.
- Female staff must wear a bra or camisole underneath their shirt when working.
- Hair falling below the chin must be restrained.
- If you report to work without any part of your required uniform you may purchase replacements in-store prior to working your shift or you may be sent home to adjust your attire. Purchased items may not be returned.
- AM Best Food Inc. reserves the right to determine whether a tattoo or piercing is appropriate for the workplace. Any tattoo or piercing done after your hire that is deemed inappropriate, and cannot be covered, may result in termination of your employment

Management reserves the right to send any person home to change clothes, for violation of any part of the dress code policy. The time spent away from work for this reason will follow attendance policy guidelines and is generally unpaid.

Violation of this policy may lead to disciplinary action, up to and including termination.

#### FAMILY MEMBERS AND VISITORS IN THE WORKPLACE

AM Best Food Inc. values family life and has worked to develop employment policies and benefits that are supportive of families. We seek to focus on providing an environment open to work and family issues, we also believe that the activities of the workplace should be aimed at accomplishing the work of the Company.

Further, AM Best Food Inc. believes that the frequent or extended presence of visitors in the workplace for reasons other than dining is generally inappropriate for several reasons: decreased employee productivity, risk of harm to the visitor and the potential increased liability to the Company. We do not permit visitors, friends, or family in work areas.

Consequently, AM Best Food Inc. does not permit the frequent or extended presence of minor children in restricted work areas, in lieu of other childcare arrangements. We fully recognize that circumstances may arise that could necessitate an exception to this policy. When such situations arise, the employee and his/her supervisor, in consultation with Management, will develop a plan that will accommodate the situation with as little disruption as possible.

#### VIOLENCE IN THE WORKPLACE

The Company strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's supervisor and/or Management. All complaints will be fully investigated.

The Company will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate termination.

#### OPEN COMMUNICATION/CONFLICT RESOLUTION POLICY

AM Best Food Inc. promotes an atmosphere in which employees can talk freely with co-workers and members of

Management. Employees are encouraged to openly discuss any problems directly with the person or with their supervisor so appropriate action may be taken. AM Best Food Inc. is interested in developing good communication and conflict resolution skills in all employees.

At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. AM Best Food Inc. intention is that these good-faith complaints, questions, and suggestions be resolved in an equitable manner. We suggest that you follow these steps:

When you have an issue with someone in the Company, including anyone in Management, we strongly encourage you to go to that person directly and see if you can resolve the concern together.

If the issue still remains, or if this is uncomfortable for you, please bring your concern to your immediate supervisor who will work with you to find the information or to have any conversations necessary to bring resolution to the situation.

The next step, if the issue persists, would be to bring your question or concern to your General Manager, either verbally or in writing. The General Manager will assist you in gathering any information or having any conversations needed in order to resolve the concern.

Finally, you may bring your concerns or questions to the CFO, who will investigate and help you arrive at a solution or explanation.

We encourage you to address your concerns through the process outlined above as soon as possible after you recognize the issue or question. It is also important to complete the process even though this procedure, which we believe is important for both you and AM Best Food Inc., cannot guarantee that every problem will be resolved to your satisfaction. AM Best Food Inc. values your observations and encourages you to freely raise issues of concern, in good faith, without the fear of retaliation. If you have any questions about this process, please contact Management.

## LEGAL ISSUES/CONTACT

### CONTACT WITH OUTSIDE ATTORNEYS

AM Best Food Inc. employees must avoid all contact with outside attorneys representing adverse parties except where such contact is protected by law. This applies to any attorney or person working for an attorney who calls, writes, or otherwise approaches a AM Best Food Inc. employee on behalf of any person, organization, or other party involved in litigation against AM Best Food Inc., as well as against any employee of AM Best Food Inc. Employees should clear any response to any outside attorney with a Company Officer, even if that person claims to represent AM Best Food Inc. The Company Officer will verify any attorney's claim to represent AM Best Food Inc. before any information is given out.

### SUBPOENAS

AM Best Food Inc. is required to respond to subpoenas for employment information. The affected employee will be informed before AM Best Food Inc. releases any information.

### ACCEPTANCE OF SERVICE

AM Best Food Inc. Management maintains guidelines concerning the acceptance of service (the receiving of court documents) by AM Best Food Inc. employees. Only a member of the Management staff should receive a court document on behalf of the Company.

#### MEDIA CONTACTS

Employees may be approached for interviews or comments by the news media. Only individuals designated by a Company Officer may represent AM Best Food Inc. in comments to reporters and other media representatives on AM Best Food Inc. policy or events relevant to AM Best Food Inc. or AM Best Food Inc. customers.

#### PERSONNEL RECORDS

Management maintains a personnel file on each employee, containing documentation of the person's salary history, changes of status and other information relating to his/her employment.

Any employee has the right to examine his/her personnel file and to include in it a document expressing his/her opinion on information contained therein.

#### RELEASE OF INFORMATION

Personnel files are confidential. They are released only to:

The employee or his/her designee;

The employee's supervisor;

Other members of Management to whom the employee's supervisor is in a direct line of report; or

Such other parties as required by law or with the consent of the employee.

If you wish to view/make copies of your personnel records, contact Management and they will arrange for your access to the documents.

#### EMPLOYEE NAMES AND ADDRESSES

AM Best Food Inc. is required by law to keep current all employees' names and addresses – help us help you.

Employees are responsible for notifying AM Best Food Inc. in the event of a name or address change.

#### PRIVACY

AM Best Food Inc. Management and all AM Best Food Inc. employees should respect the personal privacy of other AM Best Food Inc. employees. Personal information should be protected in the same manner as the Company's confidential information. Disclosing confidential information about a fellow employee without his or her permission may be viewed as gross misconduct or gross negligence. Some of the categories of information which should be carefully guarded include the following:

An employee's home address, phone number and age

Performance evaluations

Personnel or medical records

Any other information which might be sensitive or damaging to another employee's reputation

Do not give any confidential information to outside attorneys who contact you. This policy applies not only to attorneys and other persons employed with lawsuits against AM Best Food Inc., but also to any representatives of parties involved in litigation against AM Best Food Inc. staffers (e.g., divorce, bankruptcy, etc.). Any attempt at contact should be broken off immediately with an explanation that you can give no answers. The person about whom the inquiry was made should be informed immediately. Management should be notified whether or not the case involves AM Best Food Inc.

Please also keep in mind, AM Best Food Inc. reserves the right to access any file/information/data or other items located on or in AM Best Food Inc. property. Nothing in these privacy guidelines is meant to prohibit AM Best Food Inc. ability to review or retain such files/information/data or other items.

#### MAINTAINING PRIVACY OF PROTECTED HEALTH INFORMATION

AM Best Food Inc. treats your medical and other Protected Health Information in accordance with Federal guidelines.

#### MAINTAINING PRIVACY OF PERSONAL RECORDS

In your absence and in the course of business, it may be necessary for an assistant or supervisor to retrieve business files from your work area. Therefore, it is advisable to keep personal files clearly marked and separate from business files.

#### EMPLOYEE PROPERTY

An employee's personal property, including but not limited to packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of AM Best Food Inc. property.

#### RELATIONSHIPS OF AN INTIMATE NATURE

Consenting "intimate" or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned — the employee, the supervisor/ manager and the Company. Any such relationship may, therefore, be contrary to the best interests of the Company.

Accordingly, the Company strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a “romantic” or sexual relationship.

By its discouragement of intimate and sexual relationships, the Company does not intend to inhibit the social interaction that is or might be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor’s/manager’s refusal to engage in such social interaction with employees.

If an intimate or sexual relationship between a supervisor/manager and an employee should develop, it is the responsibility and mandatory obligation of both the employee and the supervisor/manager promptly to disclose the existence of the relationship to Senior Management.

The company recognizes the ambiguity of and the variety of meanings that can be given to the term “intimate”. It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

Upon being informed or learning of the existence of such a relationship, Management may take all steps that they, in their discretion, deem appropriate, which may include prohibiting the individuals involved from working the same shift at the same location.

In addition, and in order for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to Management.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

#### SMOKE FREE WORKPLACE POLICY

Smoking is not allowed in any of AM Best Food Inc. facilities, including after the work day has officially ended.

Outdoor smoking breaks are permitted, and should be clarified with your supervisor.

If you smoke, be aware that you can not tell how smoky you smell to others. It is not pleasant for a person dining to have a server come over whose hair, clothes and breath smell of cigarettes. If you smoke, you must insure that you do not report to work or return from a break, smelling of cigarettes.

Violation of this policy constitutes grounds for disciplinary action, up to and including termination. Your cooperation is appreciated. If you have any questions, feel free to contact Management.

#### GUM CHEWING POLICY

Chewing gum is never appropriate on the job. It is considered completely unacceptable while you are working a shift.

Any violation to this policy is subject to disciplinary action, up to and including termination.

#### SOLICITATIONS, DISTRIBUTIONS, AND USE OF BULLETIN BOARDS

Employees may not solicit any other employee or AM Best Food Inc. customers during working time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the dining experience or the work of others to solicit or distribute literature to them during their working time or at any time on company property.

Persons not employed by AM Best Food Inc. may not solicit AM Best Food Inc. employees for any purpose on Company premises.

Bulletin boards are for Company use only to post and communicate authorized Company messages and information relating to the Company's business.

#### ADDITIONAL CORPORATE POLICIES

##### EQUAL EMPLOYMENT/DISCRIMINATION FREE/HARASSMENT FREE WORKPLACE POLICY

AM Best Food Inc. is committed to providing equal employment and career opportunities, without discrimination or harassment

on the basis of race, color, sex, age, disability, religion, national origin, marital or veteran status, sexual orientation, ancestry, political belief or activity, cancer-related medical condition, genetic characteristics or any other category protected by law. All Company decisions, including but not limited to compensation, benefits, transfers, promotions, dismissals, Company-sponsored training and educational programs and any other terms and conditions of employment will be made without regard to those factors. Further, AM Best Food Inc. will not tolerate discrimination or harassment based on these or any other legally protected categories.

##### DEFINITIONS OF HARASSMENT

a. Sexual harassment constitutes discrimination and is illegal under the law. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.

b. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of any characteristic protected by law and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

#### INDIVIDUALS AND CONDUCT COVERED

These policies apply to all applicants and AM Best Food Inc. employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to AM Best Food Inc. (e.g., an outside vendor, consultant or consumer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

#### RETALIATION IS PROHIBITED

AM Best Food Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination.

#### COMPLAINT PROCEDURE - REPORTING AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION

AM Best Food Inc. supports the concept of direct resolution between parties through open communication. In that spirit, we urge employees to discuss issues openly with one another. And, while the Company's commitment to open resolution holds true for all situations, including issues of harassment or discrimination, it is imperative that all such issues are brought to the attention of Company Management.

AM Best Food Inc. strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to AM Best Food Inc. policy or who have concerns about such matters should file their complaint, preferably in writing, using the process outlined below:

The employee should bring the situation to the attention of their immediate supervisor, who will then notify a Management representative,

If the employee is not comfortable discussing the situation with their immediate supervisor, they should bring the situation to the attention of a member of Management. AM Best Food Inc. Management will promptly and thoroughly investigate.

**IMPORTANT NOTICE:** Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, AM Best Food Inc. strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. Employees also have the right to contact the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing and/or a comparable state Agency.

#### THE INVESTIGATION

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

#### RESPONSIVE ACTION

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as AM Best Food Inc. believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to the General Manager. If the employee does not agree with the General Manager's resolution, the employee may appeal to the CFO through our Business Office.

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of AM Best Food Inc. prohibit disparate treatment on the basis of gender or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

#### AMERICANS WITH DISABILITIES ACT POLICY

The Company is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"), and state law prohibiting employment discrimination based on disability. It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability or known record or history of a disability, so long as the applicant or employee can perform



the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA or applicable state law, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact Management. AM Best Food Inc. encourages individuals with disabilities to come forward and request reasonable accommodation.

#### PROCEDURE FOR REQUESTING AN ACCOMMODATION

On receipt of an accommodation request, Management will meet with you to engage in an interactive process to discuss and identify the precise limitations resulting from the disability and potential accommodations that AM Best Food Inc. might make to effectively overcome those limitations.

AM Best Food Inc. will determine the feasibility of the requested accommodation considering various factors, including whether the accommodation will cause AM Best Food Inc. an undue hardship.

AM Best Food Inc. will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

Please note, applicable Federal and State law does not require organizations to make the best possible accommodation, to reassign essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify Management. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

#### ALCOHOL AND DRUG FREE WORKPLACE POLICY

The use, manufacture, purchase, sale, offer for sale, distribution or possession of any illegal drugs or controlled substances on AM Best Food Inc. premises is prohibited, as is being under the influence of illegal drugs or controlled substances upon reporting to work, while working or on duty or while on AM Best Food Inc. property or in a AM Best Food Inc. vehicle.

Reporting to work or working while under the influence of alcohol is also prohibited, as is the consumption of alcohol while on duty. Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

AM Best Food Inc. reserves the right to conduct searches of AM Best Food Inc. property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

Violation of this policy is considered gross misconduct and may result in immediate termination of employment.

Any employee who has information concerning possible violations of AM Best Food Inc. Drug Free Workplace policy should contact Management.

AM Best Food Inc. encourages employees with drug or alcohol problems to obtain treatment. Notwithstanding such problems, employees are subject to dismissal if the problems persist and they are unable to perform their jobs satisfactorily.

#### TECHNOLOGY AND FACILITY USAGE POLICIES

AM Best Food Inc. computer systems and other technical resources are provided by the Company to advance the business of the Company and are to be used only in the pursuit of the Company's business. If, during the course of your employment, you perform or transmit work on the Company's computers or other technical resources, your work may be accessed and subject to the review, use and monitoring by others.

You may only access files and programs that you have permission to enter. Unauthorized download and/or installation of software, (including games and messaging programs), review of files, dissemination of passwords, the creation or use of passwords not authorized by the Company, damage to systems, removal of files, removal of programs or improper use of information contained in the computer system is prohibited.

The use of AM Best Food Inc. electronic communication or E-mail in any manner that may be disruptive, offensive to others, or harmful to morale is also specifically prohibited, including but not limited to the display or transmission of sexually explicit images, messages and cartoons, as well as the use of any ethnic slurs or communication that may be construed as harassment or disparagement of others. The use of E-mail, by individuals, to solicit or proselytize others for commercial ventures, religious or political causes, outside organizations or other non-job related solicitations is prohibited. Searches of E-mail may be conducted without advance notice in order to ensure that the purpose of E-mail, i.e., to facilitate transmittal of business-related information, is being upheld.

The Company reserves the right to monitor or review the use of its computer systems or other technical resources or any information contained within these systems or resources. Likewise, information contained on the Company's voicemail system is subject to review; Company Management may override your voicemail password and review your messages if deemed necessary in the best interests of the Company.

Failure to comply with the policies stated above may be grounds for disciplinary action, up to and including termination of employment.

As an employee of AM Best Food Inc.'s, you are expressly prohibited from use of the Company's equipment for non-Company related purposes, without the authorization of your supervisor. However, no personal right of privacy of an employee exists in any file contained within or transmitted by the Company's computers.

AM Best Food Inc. property such as laptops, desktops, office telephones, and modems are not to be used for illegal activities. All Company owned equipment, provided to employees, remains the property of AM Best Food Inc., and must be surrendered to the Company upon request. Personal use of cell phones, pagers, or any mobile device while on duty is prohibited for all employees with the exception of Full-Time Exempt Employees (ex. GM, KM).

Violation of this policy may be grounds for disciplinary action, up to and including termination of employment.

#### E-MAIL AND VOICE MAIL POLICY

E-mail and voice mail systems are supplied for business use only and any electronic records maintained on a AM Best Food Inc. system are considered Company records and the property of AM Best Food Inc. You should be aware that, under the circumstances described in those sections password protection can be circumvented and messages read. Information contained on the Company's voicemail system is subject to review; Company Management may override your voicemail password and review your messages if deemed necessary in the best interests of the Company. Additionally, searches of e-mail may be conducted without advance notice in order to ensure that the purpose of e-mail, i.e., to facilitate transmittal of business-related information, is being upheld.

#### TAPE RECORDING POLICY

It is a violation of AM Best Food Inc. policy to record conversations with a tape recorder or other recording device unless prior written approval is received from your supervisor or a member of Management and all parties to the conversation knowingly and expressly give their consent as evidenced on the recording.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed. Secretly tape-recording confidential communications is illegal.

#### CELL PHONE/PDA USE POLICY

The use of personal cell phone to place or accept calls, text messages, e-mails or other electronic communications during work hours is prohibited, with the exception of Store Managers and Kitchen Managers. Employees are therefore asked to make personal calls and/or use their personal cell phone/PDAs during breaks and lunch period either outside the building or in the break area. Cell phones/PDAs should be turned off and stored in your locker or in your automobile during times other than your break.

"Emergency" calls from family members, etc. trying to reach you should be handled through the company phone system. Employees should also ensure that friends and family members are aware of the company's policy. Additionally, cell phones are not to be carried on the job without express permission from management.

#### CAMERA PHONES, VIDEO OR AUDIO RECORDING DEVICES

The use of camera phones, PDA's or other audio or video recording capable devices within the company may constitute not only an invasion of employees' personal privacy, but may breach confidentiality of AM Best Food Inc. trade secrets or other protected information. Therefore, the use of camera or other video-capable recording devices within AM Best Food Inc. is prohibited without the express prior permission of management and of the person(s) present at the time.

#### SPECIAL RESPONSIBILITIES FOR MANAGERIAL STAFF

As with any policy, management staff is expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Violations of this policy will be subject to disciplinary action up to, and including, termination.

#### CONFIDENTIALITY POLICY

All AM Best Food Inc. records and information relating to AM Best Food Inc. or its consumers are confidential and employees must, therefore, treat all matters accordingly. No AM Best Food Inc. or AM Best Food Inc.-related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials may be removed from AM Best Food Inc. premises without permission from AM Best Food Inc. except in the ordinary course of performing duties on behalf of AM Best Food Inc..

Additionally, the contents of AM Best Food Inc. records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the Company.

Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for revealing information of a confidential nature.

#### CONFLICT OF INTEREST POLICY

##### BASIC POLICY

Management will review actual and potential conflicts of interest and may determine a conflict of interest exists or does not exist, take appropriate corrective action or authorize exceptions.

Although Management may adopt any appropriate action, it will generally direct such individual either to give up the conflicting interest or not to represent AM Best Food Inc. in situations where the conflict exists or might develop. Management may also advise such individual to continue to represent AM Best Food Inc., under the direction of his/her supervisor.

If an individual is involved in any situation described below under Conflict of Interest Situations, he/she must report the relevant details in a memorandum to his/her supervisor or to a member of Management. The supervisor and Management will treat all reports as confidential. The failure to report the situation or its relevant details is cause for dismissal.

##### CONFLICT OF INTEREST SITUATIONS

The examples listed below do not constitute an all-inclusive list of conflicts of interest. They are intended to illustrate the kinds of situations that might represent conflicts of interest. Individuals have a responsibility to report the potential conflicts of interest, even if they are not mentioned below (see the definitions at the end of this policy).

Conflicts of interest can involve the following:

(1) Outside work: This includes either employment or, in some cases, charitable work, if it would interfere with the employee's job performance; if the employee serves in a position of responsibility for any company that provides similar services, or organization that routinely shares and/or refers clients to AM Best Food Inc. (e.g., as an officer, director, employee, partner or consultant); or if the content of the work or the organization's activities or operations is actually or potentially in conflict with the employee's duties at AM Best Food Inc. or with AM Best Food Inc. policy, goals, or business. The most common forms of conflict of interest are to do freelance work for a company that provides similar services or to use AM Best Food Inc. material, information or property for outside work.

(2) Gifts: Acceptance by an employee or any member of the employee's immediate family of cash, gifts or services having a cumulative value greater than \$50 in any one year, directly or indirectly, from or on behalf of, any organization that provides similar service to AM Best Food Inc. or with which AM Best Food Inc. does (or may reasonably be expected to do) business is deemed a conflict of interest. Although meals, drinks and entertainment are not subject to this restriction, no employee or any member of the employee immediate family should accept such entertainment on a scale that might appear to obligate the recipient.

(3) Influencing business transactions: The Company prohibits any employee from participating in, approving or attempting to influence others at AM Best Food Inc.'to approve any transaction for goods, services, or other items if:

the employee or a member of the employee's immediate family produced or participated in the creation or production of the goods or services, or

the employee or a relative of the employee has an interest, ownership share or holds an executive position in the organization with which AM Best Food Inc. is doing business.

(4) Transactions with consumers: Derivation of any personal gain (other than compensation from AM Best Food Inc.) by an employee or any member of the employee's immediate family from any actions taken or not taken in the capacity of a AM Best Food Inc. employee or from any transaction between AM Best Food Inc. and any consumer of AM Best Food Inc. may violate AM Best Food Inc. policy.

(5) Outside directorships: This includes board membership of any company that is in conflict with AM Best Food Inc. There is no limit on the number of boards on which an employee may serve if AM Best Food Inc. has requested such employee to so serve. An employee may join the board of any number of family-owned companies without prior approval, so long as participation does not interfere with the employee's work in any way. As a matter of policy, AM Best Food Inc. encourages their employees to serve on the boards of professional associations, public institutions or other not-for-profit organizations, so long as this service does not interfere with the employee's regular work.

In addition, if a AM Best Food Inc. employee has an immediate family member or relative who is an employee of a consumer, the AM Best Food Inc. employee should make his/her supervisor aware of that situation.

## DEFINITIONS

Immediate family: A member of the immediate family of an employee is his/her spouse, domestic partner or companion and any relative of the employee, spouse, domestic partner or companion who lives in the employee's household.

Relative: A relative of an employee includes members of the employee's immediate family, the employee's child, parent, aunt, uncle, niece or nephew, cousin (or the spouse/domestic partner of any of the foregoing) and the child, parent, aunt, uncle, or cousin (or the spouse/domestic partner of any of the foregoing) of the employee's spouse/domestic partner.

Organization: An organization means any person, firm, corporation, partnership or other entity, all agents and representatives of any organization, and, if the organization is a corporation, all parents and subsidiaries of that corporation, and all corporations that have the same parent as that corporation.

## INTELLECTUAL PROPERTIES AND COPY RIGHTS

All AM Best Food Inc. employees must be aware that AM Best Food Inc. retains legal ownership of the product of their work. No work product created while employed by AM Best Food Inc. using AM Best Food Inc. time, resources, equipment, supplies, facilities or trade secrets or relating to AM Best Food Inc. business or research or development or the work performed by the employee for AM Best Food Inc. can be claimed, construed, or presented as property of the individual, even after employment by AM Best Food Inc. has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, and also any concepts, ideas, or other intellectual property developed for AM Best Food Inc., regardless of whether the intellectual property is actually used by AM Best Food Inc.. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a résumé), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest or a violation of our intellectual property rights. In any case, it must always be made clear that the work product is the sole and exclusive property of AM Best Food Inc.. Contract workers must be particularly careful in the course of any work they discuss doing, or actually do, as a potential conflict of interest.

## INSPECTIONS AND SEARCHES ON COMPANY PREMISES

### PURPOSE OF THE GUIDELINE

AM Best Food Inc. believes that maintaining a workplace that is free of drugs, alcohol, and other harmful materials is vital to the health and safety of its employees and to the success of the Company's business. The Company also intends to protect against the unauthorized use and removal of Company property. In addition, the Company intends to assure its access at all times to Company premises and Company property, equipment, information, records, documents, and files. Accordingly, the Company has established this guideline concerning inspections and searches on Company premises. This guideline applies to all AM Best Food Inc. employees.

### DEFINITIONS

For purposes of this guideline:

"Prohibited materials" means firearms or other weapons; explosives and/or hazardous materials or articles; illegal drugs or other controlled substances; drug-related paraphernalia; alcoholic beverages; Company property, and/or proprietary and confidential information belonging to a third party that an employee is not authorized to have in his or her possession.

"Company property" includes all documents, records, software, electronic codes, data, and files relating to the Company's business; and all equipment, hardware, and other property of any kind, whether owned, leased, rented, or used by the Company.

"Company premises" includes all premises and locations owned or leased by the Company or under the control of the Company, including parking lots, lockers, and storage areas.

“Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an employee’s manner, disposition, muscular movement, appearance, behavior, speech or breathe odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

“Possession” means that an employee has the substance or Company property on his or her person or otherwise under his or her control.

## INSPECTIONS AND SEARCHES

### Access to Company Property

In order to assure access at all times to Company property, and because employees properly in possession of Company property or information related to Company business may not always be available to produce the property or information when needed in the ordinary course of the Company’s business, the Company reserves the right to conduct a routine inspection or search at any time for Company property on Company premises. In addition, the Company reserves the right to access at all-time information and communications stored in Company electronic media.

Routine searches or inspections for Company property may include an employee’s office, desk, file cabinet, closet, computer files, voice mail, electronic mail, or similar places where employees may store Company property or company-related information, whether or not the places are locked or protected by access codes and/or passwords.

Because even a routine search for Company property might result in the discovery of an employee’s personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to the Company.

### Inspections and Searches for Prohibited Materials

Inspections or searches for prohibited materials in or on Company premises also will be conducted whenever the Company has reasonable suspicion to believe that a particular employee or group of employees may be in possession of materials in violation of this guideline.

Inspections or searches for prohibited materials may be conducted by an independent security service or by Company personnel.

1. Inspections or searches for prohibited materials may be conducted on a regular or random basis at locations where employees enter or exit Company premises, without regard to whether there is reasonable suspicion that any employee may be in possession of prohibited materials in violation of this guideline.
2. Inspections or searches for prohibited materials may be conducted from time to time even when there is no immediate reason to suspect the presence of the materials. In such cases, the Company may announce the inspection in advance, except for inspections or searches conducted at locations where employees enter or exit Company premises.
3. Inspections or searches for prohibited materials may include an employee’s office, desk, file cabinet, closet, computer, or similar places where employees may place personal possessions or information, whether or not the places are

locked or password protected. Inspections or searches for prohibited materials also may include an employee's locker, or any employee's pockets, purse, briefcase, lunch box, or other item of personal property that is being worn or carried by the employee while on Company premises.

4. In cases involving an inspection or search of an employee's pockets, purse, briefcase, or other item of personal property that is being worn or carried by the employee, the employee will be requested to conduct a self-search (i.e., by turning out or emptying pockets, purses, etc.) in the presence of an observer who will be a person of the same gender.

5. Employees who refuse to cooperate during an inspection or search will not be forcibly detained or searched. They will be informed, however, that the Company will base any disciplinary decision on the information that is available, to a reasonable suspicion that the employees were in possession of prohibited materials, if applicable, and that their failure or refusal to cooperate could deprive the Company of information that may clear them of suspicion. In addition, the Company reserves the right to take appropriate action to prevent the unauthorized removal from Company premises of Company property.

#### APPROVALS FOR INSPECTIONS

In instances in which the inspection or search is conducted because there is reasonable suspicion that a particular employee or group of employees may be in possession of prohibited materials in violation of this guideline or may be using Company property in an unauthorized manner, and in instances in which an item of the employee's personal property will be searched, the inspection or search will be approved in advance by the Chief Operating Officer or his or her designated alternate(s) in the event of unavailability.

All inspections or searches that are conducted, as part of the Company's program of periodic (and unannounced) inspections, will be approved in advance by the Chief Operating Officer, who will inform the Store Manager or Kitchen Manager of the impending inspection prior to its occurrence.

#### DISCIPLINARY ACTION

Employees who are found to be in possession of prohibited materials in violation of this guideline, or employees who are found to have used Company property in an unauthorized manner, will be subject to discipline, up to and including discharge, regardless of the Company's reason for conducting the search or inspection.

#### CONFIDENTIALITY

Managers and supervisors will make their best effort to restrict communications concerning a violation or possible violation of this guideline to persons who have an important work-related reason to know.

### LEAVING AM BEST FOOD INC.

#### RESIGNATION

When an employee decides to leave for any reason, Management would like the opportunity to discuss the resignation before final action is taken. AM Best Food Inc. often finds during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the Company with a written four-week advance notice period (bear in mind that vacation days should not be included in the four-week notice period).



## JOB ELIMINATION

Whether or not to eliminate jobs or to change or merge job functions, and also which jobs to eliminate is the purview of the Management and takes into account who among the employees are best able to do the work. Seniority may also be a relevant factor. If restructuring our operations or reducing the number of employees becomes necessary, AM Best Food Inc. will provide notice in compliance with applicable State and Federal regulations.

In general, AM Best Food Inc. will make a reasonable effort to place a job-eliminated employee elsewhere in the organization if the Company deems the employee suitable and qualified for the position.

## WARNING PROCEDURE

The following warning procedure does not alter the at-will employment relationship governing all AM Best Food Inc. employees, and AM Best Food Inc. reserves the right in its sole discretion to terminate any employee's employment and compensation at any time without previous warning or disciplinary action. In dealing with an employee's unsatisfactory performance, there are a series of progressive, disciplinary steps available to Management if Management believes that the employee's work may improve, avoiding the dismissal of the employee.

### WARNING PROCEDURE STEPS

The steps in the warning procedure may, but do not necessarily, include:

- (1) Informal discussions with the employee: Discussion should be constructive and specific. The employee should be able to ask questions and make comments. The supervisor should provide suggestions and direction.
- (2) Initial Performance Warning: This is a full, specific and constructive discussion of the problem, setting a date by which the employee is expected to meet Company standards or face further disciplinary action up to and including immediate dismissal. This meeting is documented on the employee warning form.
- (3) Second Performance Warning: This is a second full, specific and constructive discussion, stating that the work is unsatisfactory, indicating in what ways it is unsatisfactory and specifying a final date by which the employee must improve or face dismissal. The documentation should be accompanied by another conversation with the employee explaining clearly why the work is inadequate (or not improved enough) since the initial warning.
- (4) Dismissal.

### PERSONNEL ACTIONS FOR EMPLOYEES ON WARNING

- No employee may receive a salary increase while on initial or second performance warning.
- The initial or second performance warning period does not constitute a guarantee or commitment of employment for a specific period of time. If the employee fails to demonstrate, in the opinion of his/her supervisor, significant and immediate improvement at the beginning of the warning period and/or sustained significant improvement and

progress at any point during the warning period, Management may shorten or terminate the warning period and proceed with the next step or move to immediate dismissal.

#### WHEN WARNING PROCEDURES ARE NOT APPROPRIATE

When Management deems either that progressive disciplinary steps will not have an effect on the individual's performance or that the needs AM Best Food Inc. so require, the warning procedures will not be applied and the employee will be terminated without warning.

In addition, the policies relating to the warning procedure do not apply to the following:

- employees with less than 12 months service or employment;
- employee with significant managerial responsibilities;
- employees with access to confidential information;
- employees guilty of gross misconduct;
- employees guilty of gross negligence;
- employees for whom the warning procedure is inappropriate, as described above; or
- temporary employees.

#### GROSS NEGLIGENCE

Gross negligence is the commission of an act or the omission of an act exhibiting reckless disregard for the business consequences to AM Best Food Inc. of that act or any gross default.

#### GROSS MISCONDUCT

Gross misconduct includes, but is not restricted to, sexual activity in the workplace; concealing mistakes; excessive absenteeism or lateness: failure to call or directly contact your supervisor when you will be late or absent from work; fighting or a serious breach of acceptable behavior; unauthorized possession, use of or disclosure of confidential information; abuse of benefits through false representations; submitting doctored receipts for reimbursements or for expenses never really incurred or incurred for non-business purposes; forging one's supervisor's signature to anything; falsification of any reports or Company records or documents; violation of AM Best Food Inc. policy on conflict of interest; acceptance of gifts from suppliers; stealing supplies or equipment; destroying Company property; obtaining one's supervisor's signature under false or fraudulent circumstances; abusive or violent behavior; the use of alcohol while representing AM Best Food Inc., either on site or off site, that adversely affects the individual's ability to perform services; the illegal use or sale of drugs or controlled substances on AM Best Food Inc. premises or while engaged in any business-related function or that adversely affects the individual's ability to perform services; absence without leave from the business and affairs of AM Best Food Inc. for any

unreasonable period of time; the commission of any act of unlawful harassment or any other act having the potential to expose AM Best Food Inc. to civil or criminal penalties; conviction of a felony; or the willful or habitual disobedience or neglect of any of the reasonable orders or directions or policies of the Management of AM Best Food Inc. or officers of AM Best Food Inc. or of one's duties.

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the Company.

#### DISCIPLINARY ACTION

The Store Manager and the charged employee's supervisor shall determine, in their absolute discretion, the appropriate disciplinary action, if any, in response to such allegations. Such discipline may include warning, restitution, suspension without pay, and/or termination. Application of these outcomes is at the discretion of the Store Manager.

#### DISMISSALS

Every AM Best Food Inc. employee has the status of "employment-at-will," meaning that no one has a contractual right, express or implied, to remain in AM Best Food Inc. employ. AM Best Food Inc. may terminate an employee's employment, or an employee may terminate his/her employment, with or without cause, and with or without notice, at any time and for any reason. No supervisor or other representative of the Company has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above except for the General Manager of the Company and then only expressly in writing.

In the event of dismissal for misconduct, all benefits end at the end of the month. COBRA may not be available to anyone dismissed from AM Best Food Inc. for gross misconduct.

#### REFERENCE CHECKS

All inquiries regarding a current or former AM Best Food Inc. employee must be referred to the Business Office

Should an employee, supervisor or manager receive a written request for a reference, he/she should refer the request to the Business Office for handling. No one at AM Best Food Inc. may issue a reference letter to any current or former employee or Independent Contractor without the permission of Management.

Under no circumstances should any AM Best Food Inc. employee, supervisor or manager release any information about any current or former AM Best Food Inc. employee over the telephone. All telephone inquiries regarding any current or former employee of AM Best Food Inc. must be referred to the Business Office.

In response to an outside request for information regarding a current or former AM Best Food Inc. employee, the Management will furnish or verify only an employee name, dates of employment, job title and restaurant. No other data or information regarding any current or former AM Best Food Inc. employee, or his/her employment with AM Best Food Inc., will be furnished unless the employee authorizes AM Best Food Inc. to furnish this information in writing that also releases AM Best Food Inc. from liability in connection with the furnishing of this information or AM Best Food Inc. is required by law to furnish any information.

## ACKNOWLEDGEMENT OF RECEIPT

### RECEIPT FOR EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of AM Best Food Inc. Employee Handbook. I agree to read it thoroughly, including the statements in the introduction describing the purpose and effect of the Employee Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from Management. I understand that AM Best Food Inc. is an "at will" employer and, as such, employment with AM Best Food Inc. is not for a fixed term or definite period and may be terminated at any time at the will of either party, with or without cause, and with or without prior notice. No supervisor or other representative of the Company has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to at will employment except for the CFO or his or her designee of the Company and then only expressly in writing signed by him/her. In addition, I understand that this Handbook states AM Best Food Inc. policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with AM Best Food Inc. for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated by the Company at any time but only in writing signed by the CFO or his/her designee.

Please sign and date this receipt and return it to the Store Manager.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

### RECEIPT FOR "NOTICE TO EMPLOYEE"

I acknowledge that I have received a copy of the "Notice To Employee" and I am aware of who my employer is, the pay dates and schedule, workers compensation insurance carrier, and other data disclosed on that form.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

# **Golf Food & Beverage Service Training Program**

**Grow**

**Orchestrate**

**Achieve**

**Learn**

**Succeed**

**Food Server/Bartender/Host/ Banquet  
F & B TRAINING PROGRAM**

AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

# Welcome

## Los Feliz / Club House

Congratulations! You have been chosen to be part of a select team of service professionals, whose experience and attitude have earned them a place with our golf club operations. Our team is committed to meet and exceed our guest's expectations. We realize this can only be accomplished through employees with the same level of commitment. Therefore, you are our most important asset.

With the help of training materials and one-on-one instruction from your trainer and manager, we will strive to train you in the best possible environment. Your development is the key to our success in the highly competitive restaurant business. You are a vital member of our team. If you have any questions after going through this program, please consult with your manager.

We are very excited about your future with us.  
Good Luck to you!

AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

**Golf Operations Fact Sheet**

**Complete all of the information for your course in the table below**

New Team Member Name:	Job Title: <b>Food Server</b>
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**Welcome Aboard**

Your Course Name:	Your Course Address:
Your Course Phone Number:	Hours of Operation:

**Your Management Team**

General Manager:	Corporate Phone Number:
Assistant Manager:	President:
Assistant Manager:	Vice President Operations:
Assistant Manager:	Human Resource/ Training Director:
Chef: Sous Chef:	
Director of Catering: Sales Manager:	
Banquet Manager:	Unit Auditor:

**Manager and Team Member to Cover the Following**

- Company History
- General Information
- Benefits
- Schedule
- Mystery Shopper

**Orientation Review**

The manager has answered all my questions regarding this orientation checklist:

Team Member Signature:	Date:
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I ensure the above information has been reviewed with the new team member

Manager Signature:	Date:
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AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

## Food Server/Bartender/Halfway House

### JOB OBJECTIVE

As a server your primary job responsibility is to provide **Hospitality**. Immediately greet each guest and project an attitude of warmth, welcome and sincere desire to please each and every guest as you would a guest in your home. You play a very important role in the restaurant operations. A cheerful greeting with a sincere smile goes a long way. Think about your favorite restaurant. Now think about how you like to be greeted. An attractive appearance, an attitude of respect and courtesy, enhanced with a warm **smile** and good sense of humor will create the type of rapport that is essential in all of our dealings with our guests. Let them know that you care. It's really that simple!

"Guest contact" includes all of your duties and responsibilities that bring you into direct contact with our guests. These are the most important aspects of your job in any given situation; the guest's needs or desires come first. For example, if you are delivering food to a table, and a new table is sat, make eye contact and acknowledge the new party. Let them know you have seen them and will be right with them. You have only one chance to make a good first impression — make it a POSITIVE impression.

### JOB PRIORITIES

- **HOSPITALITY IS YOUR # 1 PRIORITY**
- Greet Guests promptly with a smile within one minute or less.
- Inform guests of Chef's Creations/ Features.
- Suggestively sell food and beverages.
- Maintain table appearance.
- Present check upon removal of last plate.
- Give a warm farewell, and invite guests back.
- Teamwork

### WHAT PART DO YOU PLAY IN THIS?

As a team member you play a very important part in our restaurant, and impact the guest's total experience. Your contribution is every little thing that you do to make our Guests' experience a remarkable one.

AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

## PROVIDING HOSPITALITY

### **Hospitality, What is it to you?**

Hospitality is our most important asset in today's society. We are not just in the food Business but the hospitality business. People don't just come into eat, they can do that at home, they come to us to pay attention to them and take care of their needs. With so much competition these days we need to focus on how to treat our guests. **Hospitality is our #1 priority!**

### **Speaking Hospitality:**

Communicating effectively is the key to creating a hospitable environment for our guests. It is the one variable in the mix of experiences that will make a guest decide to return or not. Effective communication sets the right tone.

- Always acknowledge a guests presence with eye contact and a **smile**; even if only to say that you will be with them in just a moment.
- Humor can be one of your most effective tools in dealing with people: however, when in doubt, don't be humorous. Some people are in no mood for humor. Lean to "read the guest" and judge their mood.
- Maintain eye contact with guests as you walk through the restaurant. By reading expressions and body language. You can often anticipate problems and offer your assistance before guests have to ask.
- Learn the names of your regular guests. Nothing is more pleasant to someone than the sound of their own name.
- Treat all guests equally and with respect.

Before we get started:

***A thorough knowledge of the floor plan of the dining room or work station is ESSENTIAL to working the floor effectively. You must know table numbers, sizes of tables, and station breakdowns and assignments. This information will be available in each unit in the form of a schematic, which is a diagram of the floor plan indicating table sizes, table numbers and station breakdowns.***

AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

## **Floor Plan Activity**

### Activity # 1

Ask your trainer for a copy of your restaurant floor plan.

Review it carefully and study where the tables and stations are. Now have your trainer direct you to various tables. Walk over and verify that you can find the various tables and stations in your restaurant.

### Activity # 2

Now that you know your table numbers and stations, study your floor plan and identify what tables can be combined for large parties. When combining tables you must take into account the flow of the restaurant, so that you do not block any walkways, or obstruct the flow of traffic.

AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

## General Rules on Service

### Checking onto Shift:

- Arrive early enough to be prepared to take your first party at your scheduled in time.
- Check your appearance, make sure your uniform is clean and pressed.
- Check employee bulletin board for any 86'd items, or specials of the day.
- Check assigned station, and make sure all tables are set properly.
- Wash your hands.

### Work Smart:

- Work your station as a whole rather than one table at a time.
- Look at every table every time you are on the floor.
- When refilling beverages approach all tables.
- Handle all glassware by the base, all silverware by the handle.
- Always replace used utensils with clean ones. (Never ask the guest to keep his fork)
- Make it a habit never to leave your station empty handed and never leave the dish station empty handed.

### Teamwork:

- Use established "restaurant courtesies" such as saying "right behind you", "please", "thank you", ect.
- Ask for help when you need it.
- Offer help when you have time.
- Keep work areas clean.
- Restock areas as needed.
- Prebus not only your station, but your co-workers also.
- Help each other serve food

### Food Presenter/Runner:

As part of teamwork, you may be called upon to be a food presenter (food runner) during your shift. The food presenter will help deliver food from the expo line to the dining areas. All servers will be responsible for being a food presenter from time to time. The Bartender will rely on the food presenter to deliver food to the bar area, so that he doesn't have to leave his guests unattended.

# HOSPITALITY ACTIVITY

“Give the Gift of hospitality to each other and the guest”

The purpose of this activity is to expand our knowledge of hospitable and inhospitable behavior, and how it impacts our ability to give the gift of hospitality to each other, and to our guests. On the next two pages we will be working with the two ways in which we communicate. Verbal (what we say with words) and nonverbal (what we say with our body language). Below list what hospitality means to you.

## VERBAL:

### WHAT PEOPLE WANT TO HEAR-

Employee to employee: Ex. Did you need help?

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Manager to employee:

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Employee to guest:

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### WHAT PEOPLE DON'T LIKE TO HEAR-

Employee to employee: Ex. No, I can't help you.

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Manager to employee:

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Employee to guest:

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AM Best Food Inc.  
Food Server/Bartender/Host/ Banquet

**Nonverbal/ Body Language:**

1. Hospitable posture: Ex. Standing up straight.

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2. Inhospitable posture: Ex. Leaning on the table.

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3. Hospitable appearance:

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4. Inhospitable appearance:

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5. Hospitable actions (opening the door):

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6. Inhospitable actions (ignoring someone):

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**Action Plan:**

1. To give the gift of hospitality to team members, the # 1 thing I will do is:

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2. To give the gift of hospitality to guests, the # 1 thing I will do is:

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## **SERVICE PROCEDURES**

Listed below are the 12 basic service procedures this Sequence of Service, is what we do at Every Table Every Time:

- Meet and Greet your Guest
- Suggest Beverages and Appetizers
- Place Beverage and Appetizer order
- Serve Beverages
- Serve Appetizers
- Table Check, Take Entrée Order
- Place entrée order, serve soup, salad and bread service
- Serve entrée
- Two bite check back
- Pre- Bus Table
- Suggestively Sell Desserts and After Dinner Drinks
- Present Check, Thank Guests and Invite them to return

### **Meet and Greet your Guests:**

- Greet your guests within one minute – A simple greeting is best, such as:
  - a) “ Have you dined with us before?

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- b) " Welcome back, it's nice to see you again.
- c) " How are you this evening? My name is \_\_\_\_\_ and I'll be serving you this evening.

**Remember if you know the guests name, address them by it. Now is the time to present the crudite with the chef's compliments.**

**Suggest Beverages and Appetizers:**

- Suggest a cocktail to all guests at the table. " May I bring you a Fresh-Lime Margarita with Cuervo Gold and Grand Marnier, a glass or perhaps a bottle of Kendall Jackson Chardonnay."
- For non-drinkers suggest virgin drinks or bottled water.
- Always offer two choices.
- Suggest an appetizer. "While you're looking over the menu, may I suggest a couple of appetizers?"

**" How about a delicious \_\_\_\_\_ made with mouth watering \_\_\_\_\_ and a tangy \_\_\_\_\_ sauce, or my favorite \_\_\_\_\_ to begin your dinner?"**

**" We are currently featuring our special (full description of the item), or possibly you would be interested in the fabulous (choose the second appetizer to recommend) it's a favorite."**

**Encourage guests to share and appetizer.**

- Use buzz words to describe food and beverages. See suggestive sell section.
- Give them a few minutes to decide on an appetizer while you get their drinks.
- Return with the drinks and name the item as it is placed in front of the guest from the right side. At this time the server asks, "which appetizer have we decided on?" It is preferable to get the appetizer order prior to mentioning the dinner promos.
- Remove any extra place settings.
- Place the appetizer order and then return to the table. Let the guests know their (use name of appetizer) order will be ready in a few minutes. At this time describe the specials of the day.

**Dinner Service Suggestions:**

**" We have Maine Lobster served with red bliss potatoes and corn on the cob for \$19.95, or I would suggest we stuff the lobster for you with our fabulous Maryland Lump crab stuffing for only \$24.95 (a soup or house salad may be added to the meal for \$1.95 up charge) I will give you a couple of minutes to decide on your dinner order, let me go check on your appetizer."**

**Take Entrée Order:**



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- The entrée order should be taken immediately after the placing appetizer order in the computer. Or after the beverages are served if they are not having an appetizer.
- Return with the appetizer and take the dinner order if guests are ready.
- Server must suggest side dishes.

**“ Our fresh asparagus would go great with your lobster, or would you like a skillet of mushrooms with your prime rib?”**

- Make sure to ask how the guest wants his/her beef prepared.
- Always assume that the guests will order wine with their meal.
- Ask leading questions. **“Have you decided on wine with your dinner?”**  
This may very well be the most powerful selling tool because, it not only assumes that the customer will be ordering, but opens the opportunity to make a suggestion.
- Remember to have a specific wine ready to suggest for their entrée.

**“ The Halibut is an excellent choice, may I suggest a bottle of Chardonnay that would match perfectly?”**

**“ The Robert Mondovi Cabernet would go great with your Prime Rib.”**

**“ Have you seen our selection or wine by the glass?”**

- Before leaving the table, pre-bus the appetizer plates from the right, remove crudite at this time, unless the guest would like to keep it.
- Suggest a second round of cocktails at this time.

**Place entrée order; serve soup, salad and bread service:**

- Place entrée order before you leave the kitchen with soup or salad.
- Our average cooking time for most entrees is 10-12 minutes. Except well-done meat, which takes about 20 minutes. Burgers take only 5 minutes
- Bread is delivered with soup or salad.
- This course should be served after the appetizer course, if no appetizer is ordered this course should be served after the cocktails.
- Pick up your salad first, then your soup (cold food cold, hot food hot).
- At the table serve from the left in front of the guest.
- Identify the item as you serve it.
- Offer fresh ground pepper for the soup or salad.
- Clear the soup and salad plates from the right when as the guest finish their course.

**Serve Entrée:**

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- Serve the main course as soon as it is ready, remember hot food hot.
- Once again serve from the left and identify each entrée as you place it in front of the guest.
- Always place the main course at six o'clock.
- Avoid reaching across the guest. If you must reach across the guest, excuse yourself.
- Make sure that all condiments, silverware and extra plates are at the table prior to serving the entrées.
- Offer the guests fresh ground pepper with their entrée.

**Remember**

All beverages and soups are served from the right of the guest with the server's right hand. All food is served from the left of the guest with the servers left hand. All items are cleared from the table from the right with the server's right hand.

**Two Bite Check Back:**

- Check back with the table while the guests are eating their entrée, usually within two minutes or after their first bite, to see if your guests are satisfied or if they need anything.
- Bring a water pitcher with you, and while you refill their water, inquire about their meal.

**"Isn't that Halibut delicious?"**  
**"Is your Prime Rib prepared to your satisfaction?"**

- Avoid questions such as **"Is everything ok?"** or **"Is the food good?"**
- A guest may dislike his meal, even if the meal is by all standards very good.
- If you do have a guest complaint, bring it to the manager's attention immediately!
- All food rejected by the guest for whatever reason should be carried from the to the kitchen by a manager. Once the problem is remedied the manager will personally deliver the dish to the guests table.

**Pre-Bus your table:**

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- When all guests are finished, ask if you can take the plate.
- Use the same procedure as with appetizers and salads and say “ **Are you finished or just relaxing?**” Convey that you are eager to be of service but do not want to rush them.
- In clearing the table make sure all the china; silver and unused glassware is removed.
- Always crumb the table using a folded napkin and small B&B plate.

### Suggestively Sell Desserts and After Dinner Drinks:

- Once the table is cleared offer dessert
- Describe each dessert individually.
- If the guests are “too full”, recommend that they:
  - Split a dessert
  - Enjoy a scoop of ice cream
  - Take a dessert home
  - Try a cappuccino or espresso
  - Or have an after diner drink

**“Can I recommend a Irish Coffee, It is made with our great coffee and a shot of Jameson Irish Whiskey and topped with fresh whipped cream.”**

**“May I recommend some Grand Marnier to take away that full feeling?”**

- Serve the hot beverages first, followed with desserts and after dinner drinks.
- Serve the dessert from the left, place the plate in front of the guest with the point of the dessert facing at the guest.
- If the guests are sharing the dessert, place the dessert between them and bring extra plates and forks.
- Serve the after meal drinks to the right, remember to name the drink as you set it down. **“Here is your Kahula Coffee”**
- When all desserts and cordials have been finished, approach the table and ask,

**“May I bring you another round of cocktails?”**

**“What else may I bring you at this time?”**

**“Would you like me to bring your check?”**

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**Present Check, Thank Guests and Invite them to Return:**

- After all drinks and desserts have been served, go to the terminal and print the guest check. Make sure to add any additional beverages.
- Place the check in the check presenter and place at the table.
- Let the guest know that you will be happy to pick up the check whenever they are ready.
- Go back to the table with refills of coffee and water.
- Do not get lost at this point, remember the service is not over until the check is collected and the change rendered.
- Don't spoil the experience by detaining the guest, make yourself available.

**Paying the Check**

**Cash:**

- If a guest places money in the check presenter, pick up the presenter, check the money and thank the guest.
- If a large bill is placed, you may say, "Thank you, your change will be out of fifty." This will verify the large bill. Some guests may think that they put out a hundred dollar bill. Tell the guest that you will return with the change.
- Always bring the change. Never assume a tip.
- Return the check presenter with the change and receipt. **"Thank you so much for coming this evening. I've really enjoyed serving you. Please come back, and dine with us again."**

**Credit Card:**

- If a guests pays by credit card. We accept: **Visa, MasterCard, American Express and Discover**
- Carry the presenter with the check and card to the computer or credit card station.
- Return the presenter with the voucher and the receipt to the guest for a signature.
- For a personal touch, use the guests name. **" Please total and sign here, Mr. Jones."**
- Thank the guest, give them their credit card receipt copy and say, **"I have enjoyed serving you Mr. Jones, please come again."**

**Thank you and Invite them to return:**

- You can never thank the guest to many times.
- Assist the guest when they leave the table, pull out the chairs.
- Check to see that they have all of their belongings.
- Thank them, and invite them to return.  
**"Thank you for dining at Los Feliz Cafe this evening. Please come join us again soon."**

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## CLEARING AND SETTING TABLES

### **Clearing tables:**

Tables are to be bussed as soon as the guests leave but never before the entire party leaves. You **may pre-bus** plates and glasses as guests are finished. Bus tables quickly, carefully and quietly. Clearing and setting tables at the end of the meal is the busboy's task. But remember we should all help each other.

- Clear tables as soon as guests leave; unattended dirty tables are an eye sore.
- Bus tables quickly and quietly; do not disturb other guests.
- Never place fingers inside cups and glasses when bussing.
- Do not roll up silverware, dishes or garbage in linen.
- Remove ashtrays (where applicable) by placing a clean one over the dirty one. Do not empty an ashtray onto the tray or into a glass or cup. Never wipe an ashtray with a bar towel.
- If a guest leaves any personal articles behind, (jacket, notebook, purse), bring it to the front desk immediately and identify the table number where the article was found.
- Clean the table underneath the tables and booths of any debris.

### **Setting tables:**

An attractively set table is an invitation from you to your guests to join you for a pleasant dining experience. Knowing how to set a table quickly and properly will prove to be a valuable skill.

- Tables should be set immediately after they are bussed.
- Always make sure silverware is polished, and dishes are spot free.
- If there is no wait, set each table with "dummy" place settings, set the appropriate number corresponding to the number of chairs.
- If there is a wait, set each table according to the exact number needed for parties on the wait list.
- Follow the correct table settings for your restaurant.
- Regardless of who resets the table, remember that it is your table. Make sure the settings are correct, that the silverware is clean and the glasses unspotted, that the chair seats are lean and there is no debris on the floor.

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<b>TABLE SET-UP</b>
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**There may be variations to the basic table set-up and additional silverware or glasses may be present. Some examples may include a stirring spoon, Steak knife, butter knife, tea cup-and-saucer and sugar and creamer. Check with your Trainer for the proper set up of your unit's dining tables.**

**Traditionally, the perfectly set (basic) table includes the following, centered around the space reserved for the dinner plate:**

Water glass	Above and to the right
Wine glass	Above and placed to the right of the water glass
Knife	Parallel and to the right
Table spoon	Parallel and placed to the right of the knife
Salad fork	Parallel and to the left
Dinner fork	Parallel and placed to the left of the salad fork
Bread plate	Parallel and placed to the left of the forks
Salt and Pepper Shakers	In the center of the table beside the centerpiece
Napkin	Centered on plate space (check with trainer) or folded and placed in wine glass
Centerpiece, lamp Or flower vase	In the center of the table

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## Suggestive Selling

### The art of becoming a Salesperson

Anyone can be an order taker (but who wants to). To be a salesperson and provide great customer service requires tons of personality, a lot of menu knowledge, and an understanding of what suggestive selling is.

Suggestive Selling is the art of helping guests choose items they'll enjoy by recommending delicious entrees, side dishes, desserts and beverages to compliment their meal.

#### Why should you suggestive sell?

- More money for our restaurants
- More variety for the guest
- Happier guests
- **More dollars for the server**

Developing a selling attitude means thinking of yourself as a salesperson, not just a server. How do you become a salesperson?

- Have confidence - know your products.
- Set goals – if you don't know where you're going, how can you get there?
- Positive Attitude-assume the sale.

Remember, people don't buy things; they are sold things. Your guests walk in ready to buy-not browse. You are responding to your guests hunger and thirst by suggesting items they'll like. The worst they can say is "No Thanks." If you suggestive sell to your guests, not only will you be giving the guest great customer service, but you'll be giving yourself a **raise**.

The only way to effectively sell anything is to know what you are selling. You need to be able to describe every item on your menu. That is why it is important to know your product. Your trainer will give you a copy of the menu. Study it and use it to complete the following exercise.

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<h2>Guests Want You To Know</h2>
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**Directions: Chose 4 entrée's and complete the following information. You may use your menu.**

<p>Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____</p> <p>Communication Questions, Add-on Opportunities: _____ _____ _____</p>	<p>Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____</p> <p>Communication Questions, Add-on Opportunities: _____ _____ _____</p>
<p>Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____</p> <p>Communication Questions, Add-on Opportunities: _____ _____ _____</p>	<p>Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____</p> <p>Communication Questions, Add-on Opportunities: _____ _____ _____</p>



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<b>Guests Want You To Know</b>
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**Directions: Chose 2 entrée's and 2 side dishes and complete the following information. You may use your menu.**

Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____
Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____

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<b>Guests Want You To Know</b>
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**Directions: Chose 4 Appetizers and complete the following information. You may use your menu.**

Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____
Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____

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Guests Want You To Know
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**Directions: Chose 2 soups and 2 salads and complete the following information. You may use your menu.**

Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____ _____ _____ Communication Questions, Add-on Opportunites: _____ _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____ _____ _____ Communication Questions, Add-on Opportunites: _____ _____ _____ _____
Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____ _____ _____ Communication Questions, Add-on Opportunites: _____ _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____ _____ _____ Communication Questions, Add-on Opportunites: _____ _____ _____ _____

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Guests Want You To Know
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**Directions:** *Chose 4 desserts and complete the following information. You may use your menu.*

Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____
Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____	Item: _____ Price: _____ Describe the item, using key ingredients And preparation procedures: _____ _____ _____ _____  Communication Questions, Add-on Opportunites: _____ _____ _____

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## Buzz Words

The next step to suggestive selling is using the right words. The right words can be used to comfort a guest and put them in a buying mood. By evaluating the menu using Portion, Preparation, and Presentation you will be able to come up with words that will comfort the guest. Listed below are some descriptive words to help you create a clear picture in the minds of the guests.

### Portion:

Overflowing    Big enough to share    Heaping    Individual size  
Two-handed    Jumbo stuffed    Incredible    Fun to share

### Preparation:

Lightly Breaded    Char-broiled    Grilled    Piping Hot  
Honey Baked    Brushed with Lemon    Chilled    Marinated  
Sauteed    Tossed    Fresh    Kick to it    Fried    Baked  
Crunchy    Creamy    Tangy    Crisp    Spicy-not hot

### Presentation:

Bubbly, melted cheese    Piping Hot    Still Warm    New  
Really Popular    Dip and Eat    Fun to Share    Favorite  
Chilled    Garden Fresh    Famous    Homemade    Sprinkled  
Seared    Our Guests Love It    Original Recipe

### Buzz words for Beverages:

#### Beer:

Iced cold    Smooth    Crisp    Featured  
Frosty Mug    Special    Lighter    Popular

#### Drinks:

Fresh Fruit    Frozen    Hand mixed    Famous    Special  
Tropical    Fresh- Squeezed    Creamy    Giant

#### Wine:

Dry    Vintage    Mellow    Elegant    Imported  
Full bodied    Robust    Semi-dry    Fruity

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What about you? When guests ask about menu items in your restaurant, can you answer their questions? That is where your menu knowledge comes in. Using our list for Portion, Preparation, and Presentation write down some descriptive words that you can use.

**Appetizers:**

**Entrées:**

**Desserts:**

**Drinks:**

**“Add”**

When suggesting side orders or extras, use the word “Add” to let guests know it’s going to cost a little more, but it will make the food taste better.

**“Would you like to add some Garlic Fries with that?”**

**“Feature”**

You can use the word “featured” even if the item is not discounted. It makes whatever you’re suggesting sound special and value-oriented.

**“We’re featuring our handmade onion rings tonight for only \$2.50.”**

**“Popular”**

Guests often need reassurance when ordering something they haven’t had before. Using the word “popular” will put them at ease.

**“Our hand crafted burgers are very popular with our guests.”**

**Remember:**

Assuming the sale means being confident. You may hear “No Thanks” from one table, but that doesn’t mean you shouldn’t recommend it to another table. Be confident not only that you can sell the item, but also that the guests want to buy it.

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## Alcohol Beverage Service

### **Product Knowledge:**

Just like with food, you can't sell and serve what you don't know. If you can't describe what's available in a meaningful way, you're doing a disservice to your guests. How much product knowledge will get the job done? Let's keep it simple, dividing what you should know into two sections "Need to Know" "Nice to Know"

### **What you Need to Know:**

Whether you're a newcomer or a seasoned pro, you should know enough about your selection of beers, wines and spirits to be able to:

- Recommend your favorites or the most popular brands
- Recite prices
- Describe presentations, including serving size, glassware and type of garnish
- Point out basic distinguishing characteristics.

Beer falls into two categories: **ales** and **lagers**.

**Ales** use top-fermenting yeast, which means the brewing magic takes place at the top of the fermenting tank. They often have a fruity aroma and a complex, robust flavor.

**Lagers**, which tend to be bottom-fermented, are usually bubblier and less bitter than their ale counterparts. They're at their best when served ice-cold.

**Wine** generally falls into three categories: **red**, **white** and **blush**. After deciding on a color, guests will become interested in taste, which is best described using a scale between dry and sweet.

**Dry wines**, have a relatively low sugar content and go well with robust fare for example- steaks, pork chops and food with heavy sauces.

**Sweet wines**, on the other hand, suit fish dishes, salads, and foods with light sauces. However these are suggestions not rules. Give the guest what they want.

### **Nice to Know:**

Spirits/ liquors generally fall into three categories: **well**, **premium** and **super-premium**. **Premium** and **super-premium** drinks taste better than their well counterparts, usually because of the quality differences in ingredients or in the distillation process. Suggest premium drinks first, and then walk guests up the ladder if they show interest in super-premium selections.

Let's call it product wisdom, the kind of wisdom that raises guests' interest in the products you're sell in while enhancing the perceived level of your service professionalism. Collect as much product wisdom as you can, memorizing special characteristics that are easy to remember and set one brand apart from another.

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**Remember:**

With knowledge, you can inform guests about the price, size and general taste of a product.

With wisdom, you can recite fun facts that dazzle guests and promote sales.

## Compatibility of Food and Wine

**White meat without sauce: Poultry, Turkey and Veal**

(Chardonnay, Pinot Noir, Light Cabernet, Dry Riesling, Lighter Merlot, Zinfandel.)

**White meat with darker sauces:**

(Light Cabernet, Merlot)

**Light and Creamy Sauce:**

(Dry Sauvignon Blanc, Full Body Chardonnay)

**Fish without Sauce:**

(Chardonnay, Sauvignon Blanc, Dry Riesling)

**Red Meat:**

(Pinot Noir, Lighter Cabernet, Merlot, Zinfandel)

**Shellfish:**

(Chardonnay, Sauvignon Blanc)

**Serving the Wine:**

If wine is ordered, it should be served as soon as possible, unless the guests indicated they would like it served with their entrée.

- Use a cloth napkin placed on your arm.
- Take the wine to the table and present it with the label facing the host.
- Open the bottle professionally, presenting the cork, always keeping the label exposed for the guest to see.
- Wipe the opening of the bottle to remove any residue from the cork.
- Pour a very small amount of wine into the host's wine glass. When the host indicates that it is acceptable, Pour each glass three-quarters full.

**Red Wines** should always be served at room temperature and the bottle left on the table. Red wines should be opened and allowed to breathe a few minutes. Always ask the guest, "would you like me to allow the wine to breathe? I will return to pour it for you."

**White Wines** should always be served cold. Ask the guest if they require a wine bucket. If yes, the server will place the ice bucket by the table within the reach of the host. Never lift the wineglass off the table.



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<h2>Basic Liquors and Drink Families</h2>
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There are seven basic well drinks. Vodka, Gin, Rum, Tequila, Scotch, Bourbon, Rye. Most restaurants pour quality well products. Many are made by well-known premium beverage companies. These products are carefully distilled, but are not the best quality or top of the line premium beverage. Call brands are the top of the line. They are smoother, aged, filtered, and only the finest of ingredients can be used. And just like beer and wine, in order to suggestively sell we need to have some product knowledge. Let's take a look at each one separately. Find out from your bartender what brands you carry in your restaurant.

### White Spirits

#### Vodka

Vodka is colorless, without aroma and has no flavor of it's own. This makes it a great mixer. Vodka can be distilled from grain, potato, or sugar beet. The finer vodkas are from Poland and Russia. Vodka is distilled from wheat, rye, barley or corn. Some call brands you may carry are.

**Absolute, Smirnoff, Finlandia, Stolichnaya**

#### Gin

Gin comes mostly from London and is distilled the same way as Vodka. However, other ingredients are added to give gin it's distinctive flavors. Those ingredients include: dried lemons, orange peel, juniper berries and coriander. Some call brands you may carry are.

**Beefeater, Tanqueray, Bombay**

#### Rum

Rum can be either dark or light in color. It is distilled from fermented sugar cane or molasses, then stored in solid oak barrels for at least one year. Light rums come from Puerto Rico and dark rums come from Jamaica. Some call brands you may carry are.

**Bacardi, Malibu, Myers Dark, Captain Morgan**

#### Tequila

Tequila is from the Agave Cactus Plant in the State of Jalisco, Mexico. It is named after the town in which it was first distilled around the 1800's. It is distilled from the; Pina, or fruit of the cactus plant. Pinas grow to almost 200 pounds and resemble a giant pineapple. Anejo Tequila is amber in color which comes from the oak barrels in which it is aged. Plateno Tequila is stored in stainless steel tanks and has no color and less taste than tequila. Some call brands you may carry are.

**Cuervo Gold, Cuervo 1800, Tres Generationes**

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## Whiskeys

### Scotch

To be called Scotch whisky, it must be distilled and aged in Scotland for a minimum of three years. Some Scotch is aged twelve years or blended with others that may be twenty years old. The longer the aging of the whisky the more mellow the product. The main ingredient in Scotch is barley. It is dried over peat fires to produce malt, mixed with water, then distilled twice, and placed in wooden casks to begin aging. There are two forms of Scotch single malt meaning from one distillery, or blended meaning from different distilleries. Some of your call brands you may carry are.

### American Blends

These Whiskeys came into being in 1933 with the repeal of Prohibition the first was Seven Crown. It is a mixture of straight whiskey and lighter tasting grain whiskey. American blends are a milder whisky, lighter and smoother in flavor. Some of your call brands may be.

**Seagrams 7, Seagrams VO**

### Bourbon

Distilled in Bourbon County, Kentucky USA. The original home of Bourbon Began in 1798. This area is very rich in lime stone to produce crystal clear water, so important in producing fine Bourbon. There are two kinds of Bourbon, Straight or Sour Mash. Sour Mash means some of the yeast is saved from the first batch to begin a new batch. This gives it the same flavor as the first. It is then stored in charred oak barrels for a minimum of two years. Nothing is added after blending except when water is added to lower the alcohol content. Proof runs from eighty to one hundred. Some of your call brands may be.

**Jack Daniel's, Jim Beam, Makers Mark**

## After Dinner Drinks

### Cognac

Cognac was created in the 16<sup>th</sup> century by a sea captain trying to ship the most products in the least space. He removed water from the wine before shipment and added it back in upon reaching his destination. Cognac was the best Brandy available and it was harvested in the Cognac region of France. All Cognac is Brandy, but all Brandy is not Cognac.

### Cordials

Cordials are flavored drinks, such as , and **Southern Comfort**. Flavored Schnapps are also categorized as Cordial. Imported Cordials include: **Grand Marnier, Kalhua, Frangelico and Amaretto**.

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## Serving Alcohol Responsibly

### **What is serving beverage alcohol responsibly?**

Serving beverage alcohol responsibly means helping your guests enjoy the pleasant aspects of their beverage while safeguarding them from the unpleasant, and possibly dangerous, effects of drinking too much.

A servers is responsible for the following tasks:

- Obeying laws prohibiting serving beverage alcohol to minors and intoxicated individuals.
- Keeping track of how much a guest drinks and observing any behavioral changes.
- Slowing or stopping beverage alcohol service to guests when necessary.
- NOT allowing an intoxicated guest to drive away from your establishment without notifying a manager, offering a cab, or food over time.

### **Why is responsible beverage alcohol service important?**

Beverage alcohol is an important source of income for hospitality establishments and their employees. Unfortunately, over-consuming beverage alcohol can cause problems for everyone. Responsible beverage alcohol service is serving guests what they want in the safest, most enjoyable way possible. Serving beverage alcohol responsibly is important because:

- People who have consumed too much beverage alcohol can become unpleasant, uncoordinated, or can get sick. An intoxicated individual can become abusive, start fights and injure other guests. Guests need to feel safe while visiting your restaurant.
- Cities and states are increasing drunk driving penalties.
- In most states, a restaurant and its employees can be held libel for a guests behavior after the guest consumes beverage alcohol.

### **Behavioral signs of alcohol absorption:**

Closely watching your guests behavior is important for safe guarding your guests, yourself, and your restaurant.

## **Significant Behavioral Changes**

A change in behavior is more significant than the actual behavior itself. There is a significant difference between a loud and boisterous guest and a guest who is quiet when he first arrives at your restaurant and then becomes loud and boisterous after a few drinks. Certain disabilities and physical conditions can cause a guest to stumble, slur his speech, or have difficulty concentrating. An unobservant server may believe that these are signs that the guest is intoxicated.

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### **Relaxed Inhibitions**

- Becoming overly friendly to employees or other guests.
- Becoming detached, brooding, or quiet.
- Suddenly a group of friends and drinking alone.
- Suddenly annoying other guests or using foul language.
- Becoming loud and making rude comments about other people.

### **Impaired Judgment**

- Becoming angry, tearful, or extremely emotional.
- Complaining about the strength of a drink after having consumed others of the same strength without complaining.
- Drinking faster or switching to larger or stronger drinks.
- Making irrational or argumentative statements.
- Becoming careless with money, such as suddenly buying drinks for strangers.

### **Slowed reaction time**

- Loss of concentration, memory, and the ability to think clearly.
- Drowsiness.
- Inability to focus eyes and loss of eye contact.
- Slurred speech.

### **Impaired motor coordination**

- Staggering or stumbling.
- Falling down or bumping into chairs.
- Inability to pickup money off a table.
- Spilling drinks.
- Dozing or swaying when seated.

### **Remember**

Observation and good customer service are the keys to evaluating how alcohol is affecting a guest.

Serving a guest too much alcohol is a serious breach of policy and against the law. Do not take chances.

### **If you have an intoxicated person in your station:**

- Inform a manager.
- Immediately cease alcohol service.
- Politely inform the guest that you have discontinued alcohol service but would happily get them a non-alcoholic beverage.
- Never lose your cool. Remain polite and courteous at all times. Using words like "sir" or "mam".
- Inform other team members so that they do not serve the guest.

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### Checking Identification:

Checking ID's is the first thing you should do if the guest appears to be under the age of 30. Carefully check IDs. Be sure that IDs are valid and depict the person presenting the ID. Minors frequently obtain alcoholic beverages by presenting a valid ID that belongs to someone else.

### Validity

Know the forms of ID that are valid in your area. In many parts of the United States, only the following ID's are considered valid:

- A state -issued driver's license
- A state-issued ID.
- A Military ID.
- A current passport.
- An alien residency (green card) if it has a photo.

### Types of false identification

- A driver's license or ID altered to include a false picture, false dates, and other incorrect data.
- A counterfeit card created with a camera, computer, and lamination equipment.

Two types of false IDs that are hard to detect are:

- A genuine ID issued to one person but used by another.
- A genuine ID illegally obtained by presenting false information, such as a counterfeit birth certificate.

### Spotting false identification

Become familiar with the valid IDs and driver's licenses in your state and nearby states. Use reference material that your manager provides to check the legitimacy of IDs.

- The **birth date** is one of the most commonly altered items on an ID.
- Expiration date. The ID should be valid.
- Picture
- Signature

If you have doubts, bring the ID to a manager, or the bar to check the ID book. Ask the guest to recite their birth date or address.

### Remember Use the FLAG system when checking IDs:

**F- Feel** the ID, checking for cuts, pinholes, improper lamination, and other alterations.

**L- Look** examine the ID, use a flashlight if needed.

**A- Ask** for a second ID when a guest presents an ID without a picture.

**G- Give back**

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## Knowledge and Promotions:

- Be familiar with the history of the course and F&B facilities.
- Be informed of promotions or events. “Beer Garden” at Los Feliz
- Know Happy Hour times and specials.
- Familiarize yourself with our other concepts nearby.
- Many guests will ask about specific hours for lunch, dinner, brunch and happy hour.
- If a guest has a question that you can't answer, offer to go to a manager.

## Menu Knowledge:

- Know your menu; guests will ask you for your recommendation.
- Know the type of menu your restaurant has, and prices.
- Be aware of specials that the restaurant has that day.

## Professional Behavior:

***Always be aware of the image you present. Whenever you are in the dining room you are on display. Always pay attention to your posture, your voice level and your appearance. Be aware of your demeanor and how it is perceived by guests.***

- Do not drink in the dining room.
- Avoid touching your face and hair while in the dining room.
- Do not sit, lean, or touch other employees.
- Never chew gum.
- Never squat or sit at a table.
- Never discuss the guests: If they see or hear you talking about someone else, they have good reason to believe you'll do the same about them.
- Watch the volume of your voice and the content of your conversations.
- You should be 100% focused on your station and guests.
- Demonstrate a courteous and positive attitude.
- Always demonstrate that you are happy to help a guest no matter the request.
- Never appear **rushed**; move with poise and grace!

## Appearance:

- Follow the appropriate dress code for your specific unit, you must maintain a neat, clean and professional image. Verify uniform requirements with your manager.
- Always maintain good hygiene and a well-groomed appearance.
- Keep your uniforms clean and freshly pressed.

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## **Maintaining Cleanliness and Organization:**

*Everyone's basic duties are to ensure that his or her station is kept clean and presentable to each new guest. This means the front desk, the menus, high chairs and boosters, the waiting area, the bathrooms and all other areas near the front door.*

### **Sidework:**

Your trainer will give you a list of your sidework duties; some of these duties will include:

### **Opening:**

The opening sidework sets up the restaurant for the entire day's business. It is necessary to set up the whole restaurant and stock all side stations prior to the restaurant opening. You must ensure that your station is completely set up to the table setting standards.

### **Running Sidework:**

Everyone's basic running sidework is to ensure that his or her station is kept clean and presentable to each new guest. This means the floors, chairs, tables, walls and condiments. Do not rely on your busser to do this for you. It is your responsibility.

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## Safety and Sanitation

### **Personal Safety:**

#### **Spills, Accidents, and Breakage**

“Think Safety, Act Safely” is our safety motto. Safety is everyone’s responsibility. We care about you. It’s important you understand and follow these safety procedures.

- When something is spilled on the floor, mark it with a wet floor cone. If you have time, wipe it up immediately or ask someone else to wipe it up.
- Handle any broken dishware with a broom and dustpan, not your hands.
- Separate glassware, plates and flatware in the bus tubs.

### **Safety Procedures**

- **DON'T RUN!**
- Follow the standard traffic pattern of staying to your right.
- Lead guests through established routes, not through work areas or in-between tight areas.
- Say “corner” to let another employee know you are coming around a corner.
- Say “behind you” to let another employee or guest know you are there.
- Handle glassware safely, always from the bottom.
- Never reach across anyone with hot liquid or food.
- Do not store anything above uncovered ice bins.
- Use ice scoop when filling glasses with ice.
- Smoke only in authorized areas and wash your hands after smoking.
- Keep all chemicals away from food products.
- Ask for help when lifting heavy or awkward items.
- Lift by bending your knees and lifting with your legs. Do not use your back.
- Never pick up a child to put in a high chair or booster seat, let the parents take that responsibly.
- Do not place highchairs, chairs, ect. In front of emergency doors.
- Use step stools or ladders to reach items on high shelves.



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## Safety and Sanitation

### **Personal Handwashing:**

We take great pride in the quality of our product. Of the utmost concern is the safety of our employees and guests. As a food service organization, we are required to comply with various local, state, and federal agencies' rules and guidelines. In order to prevent the contamination of food, food-contact surfaces, and the resulting potential transmission of foodborne illness (i.e., Hepatitis, Salmonella, and Shigellosis), it is essential that employees observe strict standards of cleanliness and proper hygiene. Special care should be taken during their working periods, before starting work or returning to work after any interruption of their foodservice activities. Handwashing must occur **at a minimum** of once every hour

### **When to Handwash:**

- Before starting work and after each absence from the work station.  
Here are a few examples of what this means:
  - When returning from a break
  - After smoking a cigarette
  - If you pick up an item off the floor
  - After using the restroom
  - If you help put deliveries away
  
- After touching any part of your body
- After coughing, sneezing, using a disposable tissue, using tobacco, eating or drinking.
- After handling soiled equipment or utensils.
- Before engaging in food preparation, during food preparation, to prevent cross-contamination.

### **How to Handwash:**

- Employees should clean their hands and exposed portions of their arms with an approved anti-microbial hand soap. This should be done in a designated handwash sink. Vigorously rub together lathered hands and arms for at least 20 seconds and rinse with clean, hot water. Hands should be dried with a clean paper towel.
- An approved sanitizer can be used in addition to proper handwashing. It should be understood that a sanitizer does **not** replace handwashing.

### **Working with an Injury:**

- An open wound, cut, sore, lesion, etc. must be covered by a clean dry, durable, tight-fitting bandage. If the wound is on the hand, a plastic glove or finger cot must be worn in addition to the bandage.

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DECLARING TIPS

After you have completed your side work and all of your necessary paperwork you will need to clock out. When you clock out of your shift it is your responsibility to declare 100% of your tips.

1. From a FOH POSI Terminal, press Time Clock.
2. Swipe your card.

THE FOLLOWING SCREEN WILL APPEAR.

ALL PREP PRINTERS OFF LINE--PRINT DATA MAY BE LOST

DECLARED TIPS

Chg sls	:	0.00
Chg tip	:	0.00
Tip pct	:	0.00
Csh sls	:	0.00
Csh tip	:	0.00
Tip pct	:	0.00
Total sls	:	0.00
Total tips:	:	0.00
Total tip%	:	0.00

Buttons: Enter, Clear, Bksp, PUNCH OUT, BREAK START, TIME CARD, PRINT SCHED, QUIT

The system provides you with a detailed record of your sales information

- Key in your Declared Tips for your shift and press Enter.
- Note: Declared Tips are equal to your total cash tips (+) your total credit card tips (-) your tips paid to

- After you have declared your tips the system will automatically clock you out and generate a time receipt.

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**PROVIDING HOSPITALITY**  
**GUEST DEPARTURE**

*Acknowledging all departing guests is as important as greeting all incoming guests. Everyone enjoys a smile and friendly recognition. When you smile at departing guests, they smile back. Arriving guests then see departing guests leaving with a smile. That says to them “ Hey, they just had a great time here..... I can’t wait!” In our impersonal society, we are impressed by the people who take the time to care. Make sure every guest not only receives a warm greeting but also a gracious farewell and thank you upon leaving. Remember the 4 basics of service.*

Look at the Guest      Smile at the Guest  
Talk to the Guest      Thank the Guest

It is important to thank departing guests, use their name when possible.

- Help guests on with their jackets or coats.
- Open the door for departing guests.
- Invite guests back for a specific occasion: “ Come back and check out our Sunday brunch!”
- Bring both positive and negative comments to your manager.

If the guest has a negative comment, try to find out what the problem was and if they are willing to speak to a manager, let him/her know immediately.

**Using the 4 basics points of service give an example of how you would use each one.**

<b>Look at me The Guest</b>	
<b>Smile at me The Guest</b>	
<b>Talk to me The Guest</b>	
<b>Thank me The Guest</b>	

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## **Bartender Sequence of Service**

Study the steps of service with your bar service trainer (BST). Discuss the importance of each step. Emphasize that all drinks are rung into the POS before preparation and delivery.

Following Activity # 1, Activity #2 will require role play evaluation and actual service with the guest as the means of developing the necessary service and delivery procedures and skills. This is the primary activity for Day 3.

## **The Bartender Steps of Service Outline/ Evaluation**

### **A. Greeting**

- a. \_\_\_\_\_ Smile!
- b. \_\_\_\_\_ Greet with a cheerful warm welcome!
- c. \_\_\_\_\_ Place a beverage napkin in front of each guest.

### **B. Beverage Order**

- a. \_\_\_\_\_ Request order and/or recommend (2) specific beverages
- b. \_\_\_\_\_ Take ladies order first, repeat the order, (clockwise rotation)
- c. \_\_\_\_\_ Offer, (2) food/appetizer recommendations. Present menu.
- d. \_\_\_\_\_ Take order, repeat order as above

### **C. Enter Beverage/Food Order Into POS**

- a. \_\_\_\_\_ Enter food order first into POS
- b. \_\_\_\_\_ Enter beverage order next
- c. \_\_\_\_\_ Cocktail Servers to use the Silent System, (no verbal orders).

### **D. Prepare the Drinks**

- a. \_\_\_\_\_ Use a Jigger to measure spirits.
- b. \_\_\_\_\_ Garnish as required
- c. \_\_\_\_\_ Use a cocktail tray to deliver drinks to tables

### **E. Deliver Beverages**

- a. \_\_\_\_\_ Ladies First. Name the beverage as you set it down.
- b. \_\_\_\_\_ Present check for payment, or run a tab.
- c. \_\_\_\_\_ Deliver food utensils and accompaniments.
- d. \_\_\_\_\_ Check kitchen for completed food order.
- e. \_\_\_\_\_ Deliver food to guests, ladies first.



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**Telephone Etiquette**

**Answering the Phone – “The Greeting”**

*“Hello, thank you for calling the Griffith Park Clubhouse, This is (Your Name) speaking. How may I assist you?”*

Or Say the above first and the follow with....

*...“May I momentarily place you on hold? I will be right with you.”*

Get back to them ASAP and thank them for holding or apologize to them for placing them on hold.

*“How may I assist you?”*

Memorize these greeting scenarios!

Comments

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Activity Score:

Score 1 – 5 \_\_\_\_\_

Approved by \_\_\_\_\_ (Trainer)

Team Member \_\_\_\_\_

Date \_\_\_\_\_

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**Telephone Etiquette**

# **Making Reservations – Sample Script**

Once the guest has phoned the clubhouse restaurant requesting reservations, proceed as follows:

Ask the guest for the day reservations are to be made. *“On which day or date would you*

*Like me to reserve for you and your guests?” And, “At what time would you like me to*

*reserve your table?” And “How many guests will be in your party?”*

Repeat the entire reservation request for clarity and accuracy!

*“Wonderful we have your reservation at the Los Feliz Cafe for November 24th at 1:00 pm for a*

*party of 4, under the name Robert Jones. Is that correct? (YES or No).*

*“Is there anything else I can assist you with?”*

If a special table or server is requested respond as follows:

*I would be happy to indicate a request for a special table and we will do our best to Accommodate your request.” When you arrive, Please indicate this request upon your arrival.*

*Thank you Mr. Jones we look forward to having you dine with us on the 24th. Goodbye!!!”*

Practice this script repeatedly so that it is automatic and sincere.

Role play this with your Host/Hostess trainer so that you can complete this activity with a passing score of 4 or 5 points.

Extra Credit: What are you supposed to be doing when you speak on the phone? Hint: You should also do this when speaking directly to the guest.

Activity Score:

Score 1 – 5 \_\_\_\_\_

Approved by \_\_\_\_\_ (Coach)

Team Member \_\_\_\_\_

Date \_\_\_\_\_

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## Transferring inquiry calls to the catering office

Who works in the catering office? Your Trainer will take you to the catering office to meet each of the sales team. Ask the office team about their office hours.

If a phone request for catering comes to the Host/Hostess desk what do you do?

*“Please hold I will transfer you to the Catering Office or to our Director, Suzanne Smith”, or a sales person by name. If they do not answer please leave a message so they can return you call shortly. Here is the direct phone number to the Catering Office, for your future reference. 555-5555 and Thank you, I will transfer you now.*

Note: Always transfer the call! Never ask them to call a direct number again.

Ask them the following questions and check off each step when completed:

\_\_\_\_\_ May I have a copy of your business card? Retain a copy and bring them back with you to the Host/Hostess desk area.

\_\_\_\_\_ Ask the Director of Catering for a small stack of business cards for patrons who inquire about banquets when the office is closed. What should the Host/Hostess do?

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\_\_\_\_\_ What critical information should you get from the guest in writing so that the office can follow up on any inquiry when they return to the office the next day?

List the following Information for the sales office:

Name: \_\_\_\_\_ (First and last name)  
Type of event \_\_\_\_\_ (Wedding, retirement, etc)  
Date of interest \_\_\_\_\_ (List as Saturday May 15th 2018)  
Approximate # of Guests \_\_\_\_\_ (50 to 60 approximately)  
Request two phone #'s \_\_\_\_\_ Work, Home, Cell etc.)

\_\_\_\_\_ What should any Host/Hostess commit to with the banquet inquiry patron?

- a. Date \_\_\_\_\_?
- b. Room's \_\_\_\_\_?
- c. Pricing \_\_\_\_\_?



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d. Nothing, only the catering sales staff can make these kinds of commitments!

\_\_\_\_ Should you offer to see a manager on duty? (Yes/No)

\_\_\_\_ Did the catering staff offer any advice as to what to do with the client if the catering sales staff are busy on the phone or not within view? What was the advice given?

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Activity Score:

Score 1 – 5 \_\_\_\_\_

Approved by \_\_\_\_\_ (Coach)

Team Member \_\_\_\_\_

Date \_\_\_\_\_

Comments:

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# Banquet - Plated 3 Course Sequence of Service

**The following is an outline of the steps of service required for plated meals. This type of meal service is performed using the “American” style of service.**

1. The final meal setup - After the table is set, the final items are set on the table just prior to the guests being seated. This includes filling water goblets with iced water, the service of bread in baskets or at each guest setting onto the bread and butter plate using tongs, and the placement of butter in bowls, plates or portioned and served onto the bread and butter plate at each setting.
2. Guests are seated - As guests are seated it is proper for the service staff to be present at their stations and introduce themselves to the guests by name with a warm welcome and a smile. They should assist the ladies by pulling their chairs. The table napkins are removed and draped across each guest's lap. If guest leave their seats the servers should retrieve the napkin, fold it, and drape it across the back of the guest's chair.
3. Service of the first course - The serving of the first course must begin with the service of the head table followed by the tables closest to the head table. Before the first course is served the servers will serve warm bread. The first course is commonly a plated salad is to be served first to the ladies at each table and served from their right. After the ladies are served, all of the men are served before leaving to serve another table. The dressing for the salads may be pre-tossed and served already dressed. Other caterers may prefer to offer a choice of dressing and dressing boats are placed on the table and the guest is informed by the server as to their dressing choices available to them. If your intentions are to upgrade the service then the server will approach each guest and serve the dressing over each salad by spooning it over the salad. This works best if two servers work as a team at each table so that the first server places the salad in front of the guest and the second server immediately follows and dresses the salad after it is placed in front of the guest. Usually 2 to 3 ounces of dressing is a sufficient portion.
4. Ticket collection Entrée identification (Optional) - If the event has a split menu or is an association business dinner meeting it may be necessary to collect tickets from each guest. The ticket can identify that the guest has paid for the meal and it may be used to identify the meal choice that was preselected as part of the guaranteed count given days before the event.

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5. First wine course service - Wine service may be required with the service of the first course. The bottles should be wrapped in cloth napkins and each guest should be asked before pouring if they wish to be served wine.
6. First clearing - After all guests have finished their salads the wait staff will collect the salad plates and the salad utensils. If the salad is unfinished it is permissible for the server to ask the guest if they have finished or require additional time to consume their salad. Ideally the plates and flatware from the salad clearing phase of service must be quietly removed from the room or collected in buss trays behind a room partition out of the guests view along the perimeter walls of the room.
7. The wine for the main course - It is recommended that just before the service of the entree course that the wait staff begins serving the wine that accompanies the meal's main course, and as before always asking the guest before pouring the wine.
8. The service of the main course - Serve the main course ladies first and perform a check back immediately to determine if the guests have any requests like more bread, steak sauce, a more well done prepared steak, additional wine etc. Depending upon the placement of the entrée foods offered on the plate the protein should be placed in the six o'clock position closest to the guest.
9. The main course clearing - Clear the plates and utensils used for the main course. After the majority of plates are cleared remove butter dishes, empty wine glasses and anything that is no longer needed for the coffee and dessert service that follows.
10. Coffee Service - Serve coffee before the dessert course is served. Immediately after the coffee is served then follow with the dessert course.
11. Dessert Course Service – Serve the dessert course.
12. Final coffee service - After dessert follow up with additional coffee service.
13. After the meal clearing - Clear all items except coffee cups, coffee spoon, cream & sugar, water goblets and cloth napkins. This can be picked up later depending upon the program that follows.
14. Final table clearing - As the event progresses over time the final clearing of dining elements is removed leaving only the table cloths. If dancing is part of the events program it is recommended that water goblets remain on the table.

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## Training Certificate

Review each of the following items with your trainer. Verify that you understand the procedures and policies associated with each item identified.

- Hospitality
- Greeting/ Guest Relations
- Table Numbers/ Stations
- Phone Procedures
- Suggestively Sell
- Menu Knowledge
- Table Set-Ups
- Serving Appetizers
- Teamwork
- Alcohol Awareness
- Guest Complaints
- Cash Procedures
- Sidework
- Pre-Bussing
- Safety and Sanitation

***I hereby verify the Trainee has met all the standards required for certification as a Host / Hostess.***

Trainee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Trainers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Managers Signature: \_\_\_\_\_ Date: \_\_\_\_\_

AM Best Food Inc.  
Operations Manual  
BOH-Staff

# AM Best Food Inc

## OPERATIONS MANUAL- BOH STAFF

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# **AM Best Food Inc**

## **OPERATIONS MANUAL- BOH STAFF**

### **ALL EMPLOYEES**

#### **EMPLOYEE BEVERAGE POLICY**

##### **DRINKS – Applies to ALL STAFF:**

1. You will receive a 75% discount on any single specialty juice, specialty coffee or specialty tea drink. This drink must be ordered through the Host desk. The remaining 25% balance plus tax is due at the time your order is placed. This includes fresh juice combinations, fresh squeezed juices, lattes, additions and/or any beverage requiring equipment or multiple ingredients to prepare. These are illustrations – anything not specifically listed in item #2 is considered a specialty beverage. Each employee may use this discount twice (2 times) a day.
2. You are allowed unlimited fountain drinks, iced tea, lemonade, house coffee, or pots of tea per shift worked.
3. While working your shift, we do not allow employees to store beverages. You may drink what can be served from a disposable cup or a paper cup if it is a hot beverage and it must be immediately consumed. While enjoying a meal break, however, all employee beverages should be served as it would be for a paying guest. We encourage our employees to sample the beverage menu during their meal breaks.
4. Exceptions to the Drink policy will be made for employees cooking behind the Line each shift. Line cooks are to be provided with a cold non-alcoholic beverage of their choice, in a disposable cup with a cover and a straw, and it is to be refilled periodically by the Wait & Support staff as required so that the Line staff can remain hydrated while working in extreme temperatures. It is important that their team mates (that may be you!) are cooperative with refills because they are not in a position to do it themselves.

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## OPERATIONS MANUAL- BOH STAFF

5. You are **not** welcome to make your own specialty beverage – it is the job of the Drink-maker currently clocked in to make your beverage, prioritizing those beverages required by paying guests first.

**Policy is clear on this subject of Food & Drink, please be respectful.**

### **FOOD MISTAKES**

Mistakes on customer orders can happen through the fault of the customer, the kitchen, or the server. The first priority *in all circumstances* is to address the customer's satisfaction **immediately without anger or blame**. Management will concern themselves with "why" it happened, you must only be concerned with making the plate or the glass *exactly* the way the customer wants it.

Some mistakes require a void in the computer and re-entry; others don't. We maintain colored paper "chits" at each kitchen line so that we can instruct our BOH team members how to address the mistake *immediately*. The chits are as follows:

**YELLOW** A side portion must be made or re-made, or a forgotten addition such as grilled onions for a burger must be made. The correction can be made without substantially altering the food that is already there. These items may be requested by a server without re-ringing the entire dish or portion through Mobilebytes. A manager's approval signature is required.

**RED** An entire dish or main part of a dish must be re-made. Use of a red slip requires that a server re-ring the requested dish through Mobilebytes so that it is accompanied by a ticket. A manager's approval signature is required.

**All food mistakes must be thrown out** – they are not reserved for take home or eaten as Employee Meals. Ignoring this policy is considered gross Misconduct and could be grounds for termination.

### **OPERATING HOURS** – We stay open for our posted hours!

If a party of guests walks in the door one minute before our closed time, they are seated and served. They can politely be informed that they are our last table(s) and we'd politely request their complete order soon. But we are open – the guest is to be served graciously – and that's that. This isn't an issue of economics – it's guest service. We say we are open until 10pm, so we will stay open until 10pm. Each guest deserves to be treated well.



# AM Best Food Inc

## OPERATIONS MANUAL- BOH STAFF

### **POLICY - New Proposals**

If a policy becomes obsolete or needs improving or clarifying, we are open to your ideas. First talk to your Manager or General Manager – they may have already considered your idea and have some input for you. Or you may write us at [losfelizcafe@yahoo.com](mailto:losfelizcafe@yahoo.com). We may ask for a follow up discussion or presentation.

### **SAFETY & HEALTH CONSIDERATIONS**

#### **1) Illness and Injury Prevention Program (IIPP) (See Online File, or Request Copy)**

##### **A) Accident investigation**

- a) After making sure injured person is attended to promptly, fill out **Accident Reports** documenting incident.
- b) Immediate Supervisor (or other person trained to take report) begins filling out Supervisor's Accident Investigation Report
- c) Calmly obtain facts (reassuring employees who may be concerned about blame,) from injured party(ies), witnesses or those who may have knowledge of the cause or underlying cause.
- d) Be prompt and thorough in questioning while facts are fresh and evidence intact. Get complete answers. Report should be completed the same day, signed and dated.
- e) Look for unsafe conditions and why they exist and unsafe acts that may indicate lack of training or planning, with an eye toward preventing future incidents. A combination of both may have caused this accident.
- f) Do not use "careless" to describe incident or words that indicate judgment rather than the facts of the situation.
- g) State cause and underlying causes "Ladder broke. No preventive maintenance or training in place," for instance.
- h) 3 accepted reasons for unsafe acts on part of employees
  - 1 - Ignorance from lack of training, inexperience or unawareness of danger
  - 2 - Improper attitude: Employee disregards instructions, is defiant, lazy, disrespectful or a show-off
  - 3 - Physical, mental or emotional factors: fatigue, intoxication, poor eye sight or memory, incomprehension, temperament, depression, etc
- i) Send report
  - original to Accounting basket AND fax copy to Business office
  - 4 copies, 1 each, to on site IIPP Administrator, Mike Azarian, Employee File, and Manager Log

##### **B) Personnel - Accident follow up**

- Receives Supervisor's Accident Report and completes DWC Form 1 (Employee's Claim for Worker' Comp)
  - Original claim form is handed to employee within 24 hours or sent by Certified Mail, Return Receipt requested
  - Copies made
- 1) 1 retained (along with mail receipts, if mailed,) in employee permanent personnel folder in WLK office

# AM Best Food Inc

## **OPERATIONS MANUAL- BOH STAFF**

- 2) 1 sent to Worker's Comp Insurance Carrier's Claim Dept.  
- Completes Form 5020 (Employer's Report of Occupational Injury or Illness) to be sent same day as injury, if possible, but **no longer** than 5 days after

**C) Supervisor's Safety Meeting** –Reports for all accidents or illness will be reviewed at monthly Meeting. Management will encourage employees' recommendations for prevention and compliance. A first aid professional will attend yearly.

**D) Correcting and Preventing Hazards**

**AM Best Food Inc. encourages a positive environment for safety.** AM Best Food Inc. expects every employee to adhere to all correct work procedures.

- a) Every job must be considered important enough to be done **safely**
- b) All employees must accept our "SAFE WORK" policy
- c) Every employee will be evaluated for their "safety performance," as part of their annual performance appraisal
- d) AM Best Food Inc. encourages safety suggestions (verbal or hand written ) from all employees. No suggestion is considered trivial.
- e) AM Best Food Inc. will respond directly and positively to any safety suggestions as a way to encourage safe work practices.
- f) Discrimination against any employee who alerts Supervisors, Managers or Owners of a safety hazard or violation will not be tolerated.
- g) Any action taken against an employee by a Supervisor or Manager for reporting hazards will result in disciplinary action against the Supervisor or Manager for impeding corrective measures

**E) Identifying Hazards**

Safety checklists indicate areas that need to be maintained. They also identify on-going problems that need to be fixed. Use them religiously. (Safety Checklists, FOH- Front of House and BOH- Back of House)

**F) General Safety Rules**

- a) Keep all floor surfaces clean and dry. Spills or breakages should be removed immediately. Position someone to alert floor traffic until area is cleaned. Mop small area at a time and dry mop afterwards to remove moisture.
- b) Place warning signs or cones around danger areas.
- c) Do not put broken glass or dishes in regular restaurant trash. Separate containers are available.
- d) Get assistance before lifting heavy or bulky objects.
- e) All restaurant workers must wear proper footwear as determined by management.
- f) Report all potential health or safety hazards.
- g) Report all work-related injuries, no matter how insignificant.
- h) All employees must read safety pamphlets.
- i) A Certified Food Handler must be on the premises or available during hours of operation.

**G) Safety in the Kitchen**

- a) Treat all pots, pans, equipment around stoves and steam tables as though they are hot. Clear a space to receive hot pots. Get help with heavy pots and use proper protection.
- b) Discard damaged dishes and glassware in proper containers.

# AM Best Food Inc

## **OPERATIONS MANUAL- BOH STAFF**

- c) If breakage occurs in sink, drain water if necessary, and remove glass carefully. Do not pile dishes too high.
- d) Clean hoods, fryers and filters frequently
- e) Position cooking utensils so handles do not protrude beyond edge of stove.
- f) Wipe up all spills immediately.
- g) Keep guards on kitchen equipment at all times. Unplug machines before removing guards. Use care if guards are removed.
- h) Use wood/plastic “pushers” in meat grinders, choppers or mixers, **NOT** hands
- i) Dishes cannot be stored on areas where food is prepared.

### **H) Inspections**

Preventative information from IIPP is included on checklists.

- a) Use checklists as a guide
- b) Maintain equipment. Encourage staff to report problems.
- c) Maintain walkways, aisles and exits in keeping with Fire Dept. rules for occupancy and for easy exits in emergencies.
- d) Make sure fire extinguishers, sprinklers, alarms are in place and in working order.
- e) Make sure emergency numbers are posted.
- f) Maintain first aid box.
- g) Watch for electrical outages, thrown breakers, shorts, sparks or poor wiring.

### **I) Food Handler Safety Tips**

Some general tips for handling cartons, containers, produce and storing are on available on our Training Materials. Comprehensive information is in the Retail Food Inspection Guide, available in Blue Book up front.

### **J) Employer Posting**

- a) Cal-OSHA poster, “Safety and Health Protection on the Job” must be displayed in an area available to all employees. Make sure it’s secured. Replace if damaged or illegible.
- b) Exit signs, room capacity signs and any relevant hazardous warning signs must be maintained and visible.
- c) All other California posters required by law must be posted and maintained

### **K) Recordkeeping/Permits**

AM Best Food Inc. maintains relative permits for operating according to industry standards, posts current permits and keeps up-to-date files concerning all employees’ safety and health issues

### **L) Disciplinary Action for Safety Violations**

Failure to comply with safe work procedures will lead to disciplinary action

- a) All safety violations, whether verbal or written, will be discussed between Immediate Supervisor and Company Safety Administrator to determine source of problem and fairness in all subsequent actions.
- b) 1<sup>st</sup> violation will result in a verbal warning with temporary documentation maintained for 1 year in employee file
- c) 2<sup>nd</sup> violation within 1 year of 1<sup>st</sup> violation will result in written warning with permanent documentation maintained in employee file, including initial warning

# AM Best Food Inc

## OPERATIONS MANUAL- BOH STAFF

- d) 3<sup>rd</sup> violation within 1 year of 1<sup>st</sup> violation will result in suspension from work for a period to be determined by employee supervisor and Company Safety Administrator. Full documentation will be maintained permanently in employee file.
- e) 4<sup>th</sup> violation within 1 year of the 1<sup>st</sup> violation will result in termination of employment

### 2) Returning to work

We are committed to returning all employees to transitional work after an injury or illness. Temporary job placement is based on current medical conditions as outlined by physician. Work load is modified accordingly. Employee should ask questions throughout this process to avoid confusion.

#### A) Distribution of Responsibilities for overseeing returnee

- The General Manager will monitor returnee and their progress, through managers and supervisors, acting as liaison between company, employee and physician.
- The AM Best Food Inc. office will ensure paperwork is handled and submitted appropriately

#### B) Managers/Supervisors

- Whether you can accompany injured employee or not, make sure attending physician is aware of Return to Work policy. If in attendance, discuss modified/alternative work company can provide with physician and employee.
- You are responsible for monitoring daily transition, coordinating efforts with General Manager and co-workers who may need to assist returning co-worker.

#### C) Employees

- a) **Report** injuries at the time of injury.
- b) Serious injuries **must** be attended to by our selected provider for occupational injuries.
- c) If available, employer representative will accompany employee
- d) Discuss restrictions and limitations with physician and representative.
- e) Return to work site the SAME day to report findings
- f) On acceptance of transitional work, employee must adhere to physical restrictions and limitations, performing ONLY duties assigned
- g) Notify supervisor in advance of medical appointments (time off is allowed for on-the-job injuries)
- h) Report to work site after each medical visit to discuss recovery progress and current abilities.

### 3) Third Party Liability –

In the event of 3<sup>rd</sup> party damage to property (Guest to guest, vagrant to guest, mugging in front of restaurant, theft in parking lot, etc.) we are not financially responsible. Do what is within your power to protect as many people as possible, including and especially, yourself. Be compassionate in these situations. Make injured party(ies) comfortable. Call police if necessary. These can be very stressful situations, but **DO NOT** make promises of restitution. If you do, by law we **become** responsible.

**TOUCH SCREEN MAINTENANCE**

# AM Best Food Inc

## OPERATIONS MANUAL- BOH STAFF

Our Point-Of-Sales terminals (they are our timeclock too!) are very sensitive to scratches, heat & chemicals. *They are very expensive to replace.* The screen coating on the Touch Screen will wear out very quickly and negatively impact our ability to use them unless we all follow some simple guidelines for their use:

**USE THE SOFT PAD OF YOUR FINGER TO MAKE YOUR ENTRIES**, the part of your finger that makes the fingerprint. The heat of your finger will activate the buttons - you shouldn't need to force it or slam your finger against the screen. Treat it gently and kindly no matter how much pressure you are experiencing. If it requires a firm touch, it's been worn down and you should ask your Manager to log the terminal as damaged.

TO CLOCK IN OR ENTER AN ORDER, **DO NOT USE...**

The edge of your ID Badge  
A pen tip or pen cap  
The tips of your fingernail  
Or any foreign object

... AT ANY TIME.

**You are literally scratching the filament off the screens when you do these things!**

The terminals can be wiped down with a Clean & Damp Cloth – *NO CLEANING CHEMICALS SHOULD BE USED AT ANY TIME!* Notify the Office if you think recalibration is required.

## ALL KITCHEN STAFF

### **BADGES & ID**

Upon your hire, you will be issued a Four-digit Employee ID that you will use to clock you in and out of the restaurant. **Protect this ID and do not share it.** Clocking in or out for a fellow employee is grounds for immediate termination.

### **DRESS CODE**

Remember to read your employee manual for basic statements about hygiene and our expectations regarding your dress and presentation.

AM Best Food Inc. feels that dressing professionally leads to acting professionally. We don't feel that the workplace is the right place for you to express your personal fashion statement. Your individuality will shine through your personality and the service you provide. Please don't spend your time and energy to figure

# AM Best Food Inc

## OPERATIONS MANUAL- BOH STAFF

out ways around the dress code. Don't test us. Spend your time and energy on being a better team member.

**Note: Failing to adhere to these dress code guidelines will result in a formal written warning and may lead to suspension and/or termination.**

### Kitchen Personnel:

- **Shoes** – Shoes must be clean! All shoes worn while working must be **closed-toed black**, meet industrial non-slip safety standards, and documentation must be provided by the employee that the shoes meet this standard. A number of retailers such as Payless, Redwings and Sketchers provide several options that are acceptable non-slip safety shoes.
- **Hair restraints** – You are required to wear a hair restraint in order to enter the Kitchen You may use: -
  - Black chefs skull cap
  - Hair nets
- **Thermometer** – You are required to have a thermometer with you at all times. You will be given a thermometer on your first day of work – if you lose this or forget it at home, you will be required to purchase a new one for \$10. If the thermometer is broken, show it to your Kitchen Manager and it will be replaced at no charge.
- **Shirts and/or Coats** will be supplied by the linen company.
- **Pants** are at the discretion of the employee.
- People working in the kitchen may not wear any kind of jewelry.
- Hair falling below your chin **MUST** be restrained.
- All people in the kitchen must wear hairnets to keep their hair out of the food.

### **EMPLOYEE MEALS** BOH STAFF

#### **FOOD – Applies to BOH Kitchen Staff:**

1. A \$3 meal charge will be deducted from your paycheck for each shift worked. This includes all menu items on our *Weekly Specials* except those which contain “Special Meats” (i.e. high-priced specialty proteins). A list of those ingredients is posted at your store.
2. If you would like to eat a **second meal** during your meal break or after your shift, you may purchase it at 50% off. The remaining 50% balance plus tax is due at the time your order is placed. This includes all menu items on our *Weekly Specials*.
3. Any **third meal** that you wish to consume will receive a 20% discount.

# AM Best Food Inc

## OPERATIONS MANUAL- BOH STAFF

4. You are limited to one meal per shift worked. Employee meals are only valid during the shift that you are working. They may not be accumulated nor may they be passed on to others.
5. Bringing in food/snacks/drinks from outside of the restaurant is not acceptable. If you are on a special diet, plan to eat before and/or after your shift.
6. If you are starving and need a quick bite of food, take it to an appropriate table and sit and eat it for a few minutes or if no table is available, consult your manager.
7. There is no eating or drinking in the kitchen or behind the counter, ever.
8. If you come in for a meal in the restaurant when you are not scheduled to work, you and one guest will have a 20% discount applied to your meal.

**Policy is clear on this subject of Food & Drink, please be respectful.**

### **KITCHEN (Computer or Mobilebytes) CHITS**

This is how tickets print in the Kitchen and what the fields mean:

#### Example Ticket:

- |   |              |                  |
|---|--------------|------------------|
| 1 | Sandwich     |                  |
| 2 | SD Tomato    | (printed in RED) |
| 3 | Add Broccoli | (printed in RED) |
| 4 | XTR Onions   | (printed in RED) |
| 5 | With Fries   | (printed in RED) |
| 6 | Side Fries   |                  |

- 1 This is the menu item being ordered by the guest.
- 2 **SD** - The guest asked that this ingredient be put on the side -- kept on the same plate but not mixed into the dish/item.
- 3 **Add** - This ingredient is to be added to the other (regular) items. The guest is charged for each item.

# AM Best Food Inc

## OPERATIONS MANUAL- BOH STAFF

- 4 **XTR** - This is used when a guest has requested extra of an ingredient that resides in the original recipe (excluding proteins), it does not apply to “adds”. **It should be ignored by the Kitchen if it is used incorrectly.**
- 5 **With** - This is the choice the guest has made for the side dish that already comes with the menu item they ordered.
- 6 **SIDE** - The word “SIDE” printed in black, as a new item, would be prepared on a separate plate. The guest is not putting something already in the dish on the side – they are ordering a (new) side in addition to the rest of the food. And they have paid for it.



## **AM Best Food Inc.**

### **JOB DESCRIPTION – Host**

<b>Employee Status</b>	Non-Exempt Full Time or Non-Exempt Part Time	
<b>Position Mission</b>	Hospitality service; responds to customer's need and tries to exceed expectations at all times.	
<b>Position Objectives and Expectations</b>	<p>The following reflects management's definition of essential functions for this job but does not restrict the tasks that may be assigned. Management may assign or reassign duties and responsibilities to this job at any time due to reasonable accommodation or other reasons.</p> <ul style="list-style-type: none"> <li>• Demonstrate your ability to be a team player.</li> <li>• Show you can put the needs and expectations of our guests first, and prioritize.</li> <li>• Working knowledge of AM Best Food Inc. employee policy and operation manuals.</li> <li>• In-depth knowledge of our menu, products and contents, as well as company philosophy.</li> <li>• Demonstrated understanding of safety and health procedures.</li> <li>• Proficient in Mobilbytes Point of Sale terminal operation.</li> </ul>	
<b>Personal Success Characteristics</b>	<ul style="list-style-type: none"> <li>• A friendly and consistent manner with fellow employees &amp; guests.</li> <li>• Effective communication skills</li> <li>• Daily commitment to the gift of serving others</li> <li>• Ability to acknowledge mistakes quickly</li> <li>• A willingness to cross-train in other FOH positions so that you can perform these functions when short-staff or in emergencies</li> <li>• Effective time management</li> </ul>	
<b>Previous Experience Requirements</b>	None	
<b>Educational Requirements</b>	None	
<b>Reports To:</b>	Store Manager & FOH Manager	
<b>Location:</b>	DBA: Los Feliz Café / 3207 Los Feliz Blvd, Los Angeles CA 90039 DBA: Club House / Griffith Park Dr, Los Angeles, CA 90027	
<b>ACTIVITY</b>	<b>PERCENTAGE OF TIME REQUIRED</b>	<b>COMMENTS</b>
Typing	70%	On Mobilbytes
Computer Use	70%	On Mobilbytes
PC monitor viewing	70%	On Mobilbytes
Standing	100%	
Sitting	0%	
Bending	20%	Grabbing crayons, picking things off floor, menus
Reaching (≤ 1 ft. above elbow)	75%	To computers
Reaching (> 1 ft. < 2 ft. above elbow)	25%	
Reaching (> 2 ft. < 3 ft. above elbow)	10%	

**AM Best Food Inc.**  
**JOB DESCRIPTION – Host**

Reaching (> 3 ft. < 4 ft. above elbow)	2%	
Reaching (≥ 4 ft. above elbow)	0%	
Twisting (≤ 90 degrees)	50%	
Twisting (> 90 degrees < 180 degrees)	2%	
Twisting (> 180 degrees < 270 degrees)	0%	
Twisting (> 270 degrees < 360 degrees)	0%	
Throwing	0%	
Lifting (≤ 5 lbs.)	10%	
Lifting (>5, <10 lbs.)	60%	
Lifting (>10, <15 lbs.)	30%	
Lifting (>15, <20 lbs.)	20%	
Lifting (>20, <25 lbs.)	10%	
Lifting (>25, <30 lbs.)	0%	
Lifting (>30, <35 lbs.)	0%	
Lifting (>35, <40 lbs.)	0%	
Lifting ≥ 40 lbs.	0%	
Talking	100%	
Other - specify		
Other - specify		
Position Number:		

*This job description is intended to indicate the kinds of tasks and levels of work complexity that will be required of positions classified in this title and is not intended to be construed as declaring the specific duties and responsibilities of any particular position. The use of particular expressions or illustrations describing functions within a specific job title does not exclude other duties of a similar kind and/or level of complexity. Positions are classified to a particular job title based upon the predominant level of expected work complexity. This position description is provided to assist with classifications. It is not anticipated that this position will have a 100% match with any particular role description. The company, in its sole discretion, may change the job duties, responsibilities and assignments of any position, at any time.*

## **AM Best Food Inc. JOB DESCRIPTION – Host**

***Welcome to our AM Best Food Inc. family!***

AM Best Food Inc. is famous for delicious, healthy menu choices. Many of our guests are “regulars” who enjoy us often, sometimes several times in a single day. They know our operation really well and expect you to know it – which is one reason why this training is very important. **To our guests, you are AM Best Food Inc..** So we depend on you to take your job and your training seriously.

Nearly all our staff began their careers with us as a **host**. There’s a good reason for this. We believe in hospitality and there is a real art to making people feel welcome and comfortable. The host position is a good place to get to know how the restaurant operates, the menu, the regulars and the general layout. As the host you need to multi-task, take direction and adapt to changing needs quickly, particularly as guests come streaming in the door all at once. A smile and a calm demeanor go a long way to creating a comfortable, yet professional, atmosphere.

You will be seating guests, answering the telephone, taking to-go orders and reservations, managing a waiting list and a lot of hungry people. You will need to know the menus as well as any server. (Please be aware: As a healthy restaurant, modifications on an order may indicate health or allergy conditions. **Allergic reactions can have potentially life- threatening effects.**) Your natural abilities combined with your training will affect the flow of business, which impacts the kitchen, the sales we achieve, your tips, and our guests’ overall dining experience.

**During training** we expect you will

- 1) Demonstrate your ability to be a team player (outlined in training section)
- 2) Show you can put the needs and expectations of our guests first
- 3) Learn your daily responsibilities and how to prioritize (outlined in training section)
- 4) Learn the 8 steps of service
- 5) Get to know the people you are working with
- 6) Learn the policies in the **Employee Policy Manual**
- 7) Understand why guests come to AM Best Food Inc.
- 8) Acquire a basic knowledge of menu and philosophy
- 9) Acknowledge guests, smile and be available
- 10) Learn table numbers, sections, floor plan
- 11) Learn safety and health procedures (outlined in training section)
- 12) Pass tests to demonstrate your knowledge

**Training** is a time to learn, make mistakes, and to learn from those mistakes. Commitment to your training and your work creates good habits which you will continue to build on your entire life. Learning your job thoroughly will help make you a reliable and vital member of the AM Best Food Inc. family. We offer a professional, caring and nurturing work environment with boundaries that allow all of us to work comfortably together. We’re here to help you succeed. Please ask questions!

# **AM Best Food Inc.**

## **JOB DESCRIPTION – Host**

### **Description of Training Expectations/Goals:**

#### **HOSTING BASICS:**

##### **Effective Communication Skills-**

All Host staff members must be able to communicate effectively. Be aware that you serve as the *face* for AM Best Food Inc.. All verbal and physical communication must be conducted consciously, with professionalism and respect.

- Your fellow staff members are your *partners* in providing great service.
- Know the names of your Kitchen, Service & Support staff members and make an effort to establish a positive working relationship with them.
- When making requests of any staff member, exercise “please” and “thank you”.
- Maintain an attitude of gratitude. Refrain from taking anyone for granted.
- When addressing the Kitchen line-staff for any reason, always communicate your needs through the Expediter/Runner.
- Any challenge you encounter with staff communication should be directed to your floor Manager immediately so that a healthy working flow can be restored ASAP.

##### **Greeting guests-**

All guests must be greeted within 30 seconds of entering the building. Be welcoming, gracious and confident – your attitude sets the tone for our guests having an enjoyable experience.

- Give guests your first attention, in the order they arrive.
- Greet and assist guests when you are available or greet them and let them know that you will be with them shortly.
- Learn who the regulars are. Treat all of our guests like regulars and soon they will be. This is part of the AM Best Food Inc. experience.
- Upon their departure, be sure to thank guests for coming. (Say, “Good-bye, come again.”)

**Know the three “no’s”:** In general we accommodate guest requests when reasonably possible. We have three strong exceptions and you, the host, are expected to enforce these policies at the door as opposed to the table.

- **No outside food or beverages**, period. This most commonly includes but is not limited to Starbucks, happy-meals & bottled water.
  - o Offer to “take care of” (dispose of) outside food or drinks for “absent minded” guests. The alternative is for them to take outside food or drink to their car or finish it outside (applies to drinks only.)
  - o If a guest slips past and you catch it later, be firm in telling them the policy and enforcing it.
  - o We are in the business of selling food & beverage. We take pride in the products we serve. We will not take responsibility for anything that is brought in from the outside, all of which could potentially violate our ABC license & health codes.
  - o If a person refuses to adhere to this policy, you are authorized to ask them to leave.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Host**

- Contact manager to escort them out. They may choose not to come back.
- **No smoking** inside the restaurant, on our patio or anywhere within 60 feet of an entrance.
    - o **No dogs/animals allowed** inside our restaurant or on our patio with the sole exception of service dogs. **LF-** Dogs are allowed on the patio
    - o **Maintaining your station-**
  - MOBILBYTES Terminal set up
    - o Count cash drawer (Manager and host access only)
    - o Make sure all terminal printers are on.
    - o Restock all printer rolls, (thermal rolls for server printers, 1-ply paper rolls for drink-makers & 2-ply paper rolls for kitchen printers).
    - o Stock pens, checkbooks, pads of paper.
    - o On-going maintenance during shift.
  - Host stand and tea area set up (to be maintained throughout shift)
    - o Prepare server section list
    - o Prepare Reservation List for your shift
    - o Prepare & stock supplies; pens, Sharpies, dry erase pens, wait-list pads, staples, paper clips & rubber bands.
    - o Stock to-go menus, newsletters, gift bags, candies, business cards & toothpicks.
    - o Clean & stock tea area.
    - o Make sure all menus are clean (use Citri-clear biodegradable cleaner) and in good condition.
    - o Inform manager of all supplies running low and of menus in need of replacing.
    - o Clean glass entry doors by spraying biodegradable window cleaner on paper towels and wiping down doors as needed.

#### **Table numbers, server sections, floor plan and seat positions-**

- Host staff must know each layout as it expands and contracts throughout their shift. See store floor & station charts.
- Seat positions always start with #1 to the left of the server as they are taking the order and moving clockwise around the table.

#### **Positioning of dining room tables & chairs/splitting tables-**

- Check the table positioning at the start of your shift and adjust as needed.
- Know what tables can be split and/or put together in order to accommodate various party sizes comfortably and safely.
- prepare for event

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Host**

#### **Seating Guests-**

- Inquire as to how many guests and whether they prefer dining-room or patio seating - Consider special needs like children, highchairs, wheelchairs, etc.
- Keep aisles and walkways clear when setting up for large parties or seating guests with disabilities. Help move chairs out of the way.
- Know table numbers, server's sections and floor plan and be aware of the balance of the restaurant as a whole. Strive to seat the dining room and the server sections evenly.
- Be aware not to overload servers when separating tables for smaller parties, always check on their ability to handle the extra tables first.
- Make sure table is clean and set before seating.
- Seat complete parties and take appropriate number of menus (main menu and specials). - Set menus at seats to be occupied, facing upright for each guest. - Point out specials and drinks.
- Remove extra place settings

#### **Managing a wait list-**

Seating is conducted on a first come, first served basis. When there is a wait, we *only* seat complete parties.

- Take names in order of arrival.
- Write clearly – number of guests, name & seating preference: DR, Patio or F/A (first available)
- Remember to coordinate your wait list with respect to pending reservations.
- We do not guarantee specific tables though guest may elect to wait longer for a different table or section than what is immediately available.
- Be honest about wait times. Better to quote long and seat them early than to quote early and make them wait longer.
- Learn to “read the floor” and check the number of tickets in the window.
- Make every effort to follow the list in order, paying attention to guest's requirements and requests and availability of tables. If you can't find a guest after making your best effort, seat the next party in line.
- Cross off a party's name when you seat them.

#### **Crowd control-**

When you have listed the names of all those parties arriving, you must keep the pathway from the door as well as the restaurant aisle-ways clear of guests.

- Be assertive, yet gentle as you guide them to an appropriate waiting place.
- You must maintain clear doorways and aisle-ways for the safety of the guests as well as our staff.
- Small children must not be allowed to move about the restaurant unattached to an adult. This is for their safety as well as for the safety of our staff.

#### **Handling guest concerns-**

- Quote time: never promise what you cannot deliver.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Host**

- Seating: accommodate when possible, be firm but polite when not.
- Noise level: suggest patio.
- Music level: inform manager and adjust when possible.
- Temperature: inform manager and adjust when possible.
- Specials: you must be responsible to know what can and cannot be modified on our Specials, they are often more restrictive than a core menu item. - Server/service: refer to manager ASAP.
- Handle certain guest requests yourself (sauces, plates, condiments, drink refills, silverware, etc.). If request is more complicated, tell the server or manager.

#### **Answering the phone-**

- Answer by the third ring.
- Say "Hello, thank you for calling AM Best Food Inc. (location), this is (your name), how may I help you?"
- *Listen* to what they are saying.
- Be polite and responsive
- Transfer calls to appropriate person. Follow up on calls that continue to hold.
- Take accurate messages when necessary:
  - o Name of person caller is trying to reach
  - o name of caller
  - o date
  - o time o phone number
  - o brief message
- Forward all guest complaints to your Floor Manager
- Forward all employee verification requests to your Floor Manager.
- Reservations – be aware of location policies (see Reservations section).
- Be familiar with Company Principals (see store phone list for reference, but do not give out phone numbers of anyone on the list.)
- Know our hours of operation (may vary from store to store).
- Know phone # & address of this store location and our other stores and be prepared to provide directions.

#### **Reservations-**

- Know policies.
- A manager must handle parties of 6 or more.
- Confirm guest has correct location.
- Ask for and write all pertinent information: number in party, reservation name, contact name (if different), contact phone, date, time (am or pm,) and if there will be children in the party. - Note any special needs (highchairs, boosters, handicap access, etc.) - Note any special occasion.
- Write clearly in reservation book.
- Repeat reservation request and confirm with caller.
- Give your name for reference.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Host**

- Inform caller reservations are held 15 minutes past scheduled time. (Table may be released if they are late).
- Inform caller that changes to reservation – time, party size, etc. – must be called in at least two hour prior to scheduled reservation in order to accommodate them.

#### **PLACING ORDERS:**

##### **Know the menu-**

Because you will serve as the “waiter” for our to-go clientele you must possess a strong working knowledge of the menus, pass the menu test and be able to effectively translate orders onto the MOBILBYTES POS computer.

- Breakfast/Lunch
- Dinner
- Kids
- Dessert
- Specials
- Beverages
- Specials
- Soup of the day (and Daily Specials, when applicable)
- Know what items are “86”d (unavailable) and list on 86 board. Alert manager.

##### **Know our retail line-**

You must be educated in our product line so that you may effectively assist guests and answer their questions.

- Restock tea jars
- Clean & stock tea ware
- Conduct tea inventory monthly

##### **MOBILBYTES Functions-**

- Use your magnetic card and correct job code for clocking in/out, breaking in/out and accessing your service screen.
- Know how to efficiently enter, add to and modify to-go orders using the MOBILBYTES POS system.
- Know how to open & close checks and use the “get check” function.
- Know how to pull up servers’ checks for credit card payments.
- Know how to split seats & checks, combine seats & checks, transfer tables and add checks.
- Know how to issue KCRW discounts and employee meal comps.
- Refer all other comps to the Floor Manager.
- Refer all “voids” to the Floor Manager.
- Refer all “paid-out” requests to the Floor Manager.
- Know how to issue check payments using cash, credit cards, traveler’s checks, house accounts, gift certificates & e-cards.
- Know how to split payments on a single check.



## **AM Best Food Inc.**

### **JOB DESCRIPTION – Host**

- Know how to enter packing charge and credit card tips.
- Know how to run your checkout at the end of your shift and account for all of your credit transactions, gift certificates and house accounts.
- Organize all register comps by type.
- Know how to conduct manual transactions using the crash kit in the event that the computers go down.

#### **To-go orders-**

- Fax orders must be checked and verified with contact person prior to placing the order on Mobilbytes.
- Ask for and write down guest name and phone number.
- Ask if they will need utensils and/or bread rolls with their order.
- Write all pertinent information regarding order, sides, temperatures, modifications, drinks, etc.
- Repeat the order back to guest clearly.
- Quote accurate wait time (particularly during busy hours,).
- Enter order accurately and remember to press “to-go”. Print check for guest
- Make a note indicating a drink order when applicable so it is not overlooked when food is picked up.
- Check order accuracy as food comes up, BEFORE packing (dressings, sauces, modifications, etc.)
- Package completely in timely manner, with utensils, bread and condiments. - Label individual orders with guest’s name upon request.
- Label entire order with yellow ticket for accurate identification upon pick-up.
- Double check beverage order, when applicable.
- Follow through with guest regarding completed order, packaging and payment.
- Have guest check the accuracy of their completed order prior to leaving the premises. -

#### **HEALTH & SAFETY PROCEDURES:**

**Know and practice correct hand-washing techniques and maintain proper hygiene standards** as described in policy manual.

#### **Assess and effectively handle safety hazards-**

- Remain calm & Report all safety hazards/accidents to your floor manager immediately.
- Spills: do not leave area unattended, ask for help
- Broken glass/china: handle with care, dispose of properly in designated glass bin - Door & aisle blocks: eliminate them and maintain clear pathways - Capping tables: do not cap tables with highchairs.
- Guest safety: learn to recognize potential hazards and eliminate the possibility before an accident can occur (children moving about the restaurant unattended, purse in the aisle way, etc.)
- First aid: know location of first aid box; notify manager if first aid is required.

**AM Best Food Inc.**  
**JOB DESCRIPTION – Host**

- Fires: know location of fire extinguishers. Assist in orderly evacuation as needed.

**TEAMWORK:**

**Know when to ask for help**

**Breaking fellow staff members-**

By law you are required to take a 30 minute unpaid meal break. These breaks are scheduled at regular intervals for each employee on each shift.

**Assess restaurant needs and assist others accordingly- -**

Greeting & seating guests

- Anticipating a guest's needs
- Fielding a guest request or complaint
- Re-filling water, iced tea & coffee
- Pre-bussing consciously
- Running food & drinks
- Floor sweeping
- Door cleaning
- Menu cleaning
- Checkbook cleaning
- Empty host & terminal trash baskets

**Serving others by setting them up for success-**

- Know your side-work responsibilities and follow through on them
- Transfer your station to your successor when you are sure you can present it in pristine condition, entirely cleaned and fully prepped & stocked
- Check out with other support staff to ensure they have the help they need in wrapping up their shift.
- Check out with your Floor Manager when all of your shift work and side work is finished and you are sure that no one else is in need of your help.

**TESTING & EXTENDED TRAINING:**

**Policy Manual Test**

**Table # & Section Test**

**Servers 8 steps of service test**

**Menu Test**

**AM Best Food Inc.**  
**JOB DESCRIPTION – Host**

**Introduction to crash kit**

**Runner training shifts**

**Busser training shifts**

**Tea Tasting**

**Wine tasting**



## **AM Best Food Inc.**

### **JOB DESCRIPTION – Host**

#### **Placing Orders:**

Knowing the menu

Knowledge of retail line/ how to purchase retail teas

Mobilbytes functions

To-go orders


#### **Health and Safety Procedures**

Proper hand-washing techniques and hygiene

Assess and effectively handle safety hazards


#### **Teamwork:**

Know when to ask for help

Breaking fellow staff members

Assess restaurant needs and assists others accordingly

Serving others by setting them up for success


#### **Testing and Extended Training**

Policy Manual Test

Table # and Section Test

Servers 8 steps of service test

Menu test

Introduction to crash kit

Runner training shifts

Busser training shifts

Tea tasting

Wine tasting


**AM Best Food Inc.**  
**JOB DESCRIPTION – Host**

I would like to recommend to the Employee that they continue their education by addressing these concerns: (please write clearly)

I certify that the training has been completed; all questions have been answered and the employee has been trained to perform in this position.

Signed By:

\_\_\_\_\_ Trainer

\_\_\_\_\_ Date

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

<b>Employee Status</b>	Non-Exempt Full Time or Non-Exempt Part Time
<b>Position Mission</b>	Hospitality service; responds to customer's need and tries to exceed expectations at all times.
<b>Position Objectives and Expectations</b>	<p>The following reflects management's definition of essential functions for this job but does not restrict the tasks that may be assigned. Management may assign or reassign duties and responsibilities to this job at any time due to reasonable accommodation or other reasons.</p> <ul style="list-style-type: none"> <li>• Demonstrate your ability to be a team player.</li> <li>• Show you can put the needs and expectations of our guests first, and prioritize.</li> <li>• Working knowledge of AM Best Food Inc. employee policy and operation manuals.</li> <li>• In-depth knowledge of our menu, products and contents, as well as company philosophy.</li> <li>• Demonstrated understanding of safety and health procedures.</li> <li>• Proficient in Mobilbytes Point of Sale terminal operation.</li> </ul>
<b>Personal Success Characteristics</b>	<ul style="list-style-type: none"> <li>• A friendly and consistent manner with fellow employees &amp; guests.</li> <li>• Effective communication skills</li> <li>• Daily commitment to the gift of serving others</li> <li>• Ability to acknowledge mistakes quickly</li> <li>• Effective time management</li> </ul>
<b>Previous Experience Requirements</b>	Two years related experience or equivalent; prefer that employee has been a Host at AM Best Food Inc. Restaurant for a minimum of eight (8) weeks.
<b>Educational Requirements</b>	None
<b>Reports To:</b>	Store Manager & FOH Manager
<b>Location:</b>	DBA: Los Feliz Café / 3207 Los Feliz Blvd, Los Angeles CA 90039 DBA: Club House / Griffith Park Dr, Los Angeles, CA 90027

ACTIVITY	PERCENTAGE OF TIME REQUIRED	COMMENTS
Typing	70%	
Computer Use	70%	
PC monitor viewing	70%	
Standing	100%	
Sitting	0%	
Bending	30%	
Reaching ( $\leq$ 1 ft. above elbow)	90%	
Reaching ( $>$ 1 ft. $<$ 2 ft. above elbow)	30%	
Reaching ( $>$ 2 ft. $<$ 3 ft. above elbow)	5%	
Reaching ( $>$ 3 ft. $<$ 4 ft. above elbow)	5%	

**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

Reaching ( $\geq$ 4 ft. above elbow)	5%	
Twisting ( $\leq$ 90 degrees)	25%	
Twisting ( $>$ 90 degrees $<$ 180 degrees)	2%	
Twisting ( $>$ 180 degrees $<$ 270 degrees)	0%	
Twisting ( $>$ 270 degrees $<$ 360 degrees)	0%	
Throwing	0%	
Lifting ( $\leq$ 5 lbs.)	30%	
Lifting ( $>$ 5, $<$ 10 lbs.)	70%	
Lifting ( $>$ 10, $<$ 15 lbs.)	15%	
Lifting ( $>$ 15, $<$ 20 lbs.)	5%	
Lifting ( $>$ 20, $<$ 25 lbs.)	5%	
Lifting ( $>$ 25, $<$ 30 lbs.)	0%	
Lifting ( $>$ 30, $<$ 35 lbs.)	0%	
Lifting ( $>$ 35, $<$ 40 lbs.)	0%	
Lifting $\geq$ 40 lbs.	0%	
Talking	100%	
Other - specify		
Other - specify		
Position Number:		

*This job description is intended to indicate the kinds of tasks and levels of work complexity that will be required of positions classified in this title and is not intended to be construed as declaring the specific duties and responsibilities of any particular position. The use of particular expressions or illustrations describing functions within a specific job title does not exclude other duties of a similar kind and/or level of complexity. Positions are classified to a particular job title based upon the predominant level of expected work complexity. This position description is provided to assist with classifications. It is not anticipated that this position will have a 100% match with any particular role description. The company, in its sole discretion, may change the job duties, responsibilities and assignments of any position, at any time.*



## **AM Best Food Inc.** **JOB DESCRIPTION – Server**

### ***Welcome to our AM Best Food Inc. family!***

AM Best Food Inc. is famous for delicious, healthy menu choices. Many of our guests are “regulars” who enjoy us often, sometimes several times in a single day. They know our operation really well and expect you to know it – which is one reason why this training is very important. **To our guests, you are AM Best Food Inc..** So we depend on you to take your job and your training seriously.

The root of your training, the building block, is the Gift of Service program. While we have absolute faith in our menus and what we have to offer, you are the link between kitchen and customer and our reputation is in your hands when you are on the floor. The idea of the Gift of Service is to offer you guidance on how to execute our idea of hospitality: how to approach and greet your tables; how to be prepared to answer our guests’ questions; how to become a team player. If you are actively using Gift of Service ideas, then all of us – owners, managers, coworkers and guests – can be confident in your work and in working with you. Using the Gift of Service program is how we turn guests into regulars, so we also believe it works in growing the business. We think you will continually find it useful in a way that’s uniquely yours and creates room for personal growth as well.

In the **server** position you need to multi-task, take direction and adapt to changing needs. You will be working with a multitude of support staff, both on the floor and in the kitchen, to help you serve your guests. Service is a big word, so we have a 10 point system for you to use as your guideline. How you’ve presented yourself has impressed us enough to believe in your ability to represent AM Best Food Inc., but consistency is the key. Just as the kitchen works to maintain consistency in the food, you are the key to maintaining consistency of service at your tables. It is imperative that you communicate well with your guests and the rest of the staff. (Note: Many guests ask for modifications to orders for health or allergy conditions. Know your products and menu. **Allergic reactions can have potentially life- threatening effects.**) Your natural abilities combined with your training will affect the flow of business, which impacts the kitchen, the sales we achieve, your tips, and our guests’ overall dining experience.

**During training** we expect you will;

- 1) Demonstrate your ability to be a team player (outlined in training section).
- 2) Show you can put the needs and expectations of our guests first.
- 3) Learn your daily responsibilities and how to prioritize (outlined in training section).
- 4) Learn the 8 steps of service.
- 5) Get to know the people you are working with.
- 6) Learn the policies in the **Employee Policy Manual**.
- 7) Understand why guests come to AM Best Food Inc..
- 8) Acquire a basic knowledge of menu and philosophy.
- 9) Acknowledge guests, smile and be available.
- 10) Learn table numbers, sections, and floor plan.
- 11) Learn safety and health procedures (outlined in training section).

**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

12) Pass tests to demonstrate your knowledge.

**Training** is a time to learn, make mistakes, and to learn from those mistakes. Commitment to your training and your work creates good habits, which you will continue to build on your entire life. Learning your job thoroughly will help make you a reliable and vital member of the AM Best Food Inc. family. We offer a professional, caring and nurturing work environment with boundaries that allow all of us to work comfortably together. We're here to help you succeed. Please ask questions!

**Description of Training Expectations/Goals:**

**SERVING BASICS:**

**Effective Communication Skills-**

All Service staff members must be able to communicate effectively. All verbal and physical communication must be conducted consciously, with professionalism and respect.

- Your fellow staff members are your *partners* in providing great service.
- Know the names of your Kitchen & Support staff members and make an effort to establish a positive working relationship with them.
- When making requests of any staff member, exercise "please" and "thank you".
- Maintain an attitude of gratitude. Refrain from taking anyone for granted.
- When addressing the line-staff for any reason always communicate your needs through the Expediter/Runner.
- Any challenge you encounter with staff communication should be directed to your floor Manager immediately so that a healthy working flow can be restored ASAP.

**Greeting guests / Guest Experience-**

All guests must be greeted within 30 seconds of entering the building. Greet and assist guests when you are available or greet them and let them know that someone will be with them shortly.

- Learn who the regulars are. Treat all of our guests like regulars and soon they will be. This is part of the AM Best Food Inc. experience.
- Upon their departure, be sure to thank guests for coming. (Say, "Good-bye, come again.")

We are committed to having each and every guest welcomed into our restaurant just as our guests would be when they come into our homes. We invite our employees to be bolder and braver than ever before in ensuring that everyone is welcomed as they come through our doors, especially if it is going to be a moment or two before we can attend to them. We also invite our servers to guide our guests through our menu, making sure they know all that is available, taking on really hosting them through the experience.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

**Introduce yourself** and look at your guests, connect with them visually, let them know you are present with them.

**If you do not know, ask if this is their first time at AM Best Food Inc..**

**If it is not:**

- Don't ask them if they want it, let them know we have it
- Point out the specials page, make note of the drink specials
- Depending on the time of month, let them know that the specials are new, in case they want to take a look *or* let them know that the specials will be changing soon and they may want to order that dish that they like before it is replaced by the new specials.
- If you are familiar with their tastes consider suggesting a special that they might enjoy, a step outside of their box.

**If it is:**

- Don't ask them if they want it, let them know we have it
- Ask them where they are from and how they found out about us.
- Point out the specials page.
- Point out the drinks page, note the array of beverages we have to choose from.
- Inform them about the breakfast page and how late in the day it is served.
- Briefly walk them through the menu pages, perhaps a little explanation about the create-a-plate.
- Let them know we have a dessert menu as well.

Feel free to throw in little facts about:

- our house made sauces, dressings, and desserts,
- our sustain ably grown, organic and biodynamic wines,
- our incorporation of organic ingredients seasonal organic produce,
- our free range eggs and meats,
- our friendliness toward vegetarians and vegans
- and our commitment to evolve ever cleaner and greener.

Make a suggestion for drinks and take their drink order.

Make a suggestion of your favorite dish and offer to give them some time with the menu and invite them to ask questions upon your return with their drinks.

#### **Service Questions-**

How well prepared are you to serve?

- 1) Are you happy to be here?
- 2) Are you prepared to be of service to others?
- 3) Are you calm and collected when you present yourself at your tables, to your guests or to your co-workers?

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

- 4) Are you committed to each of your guest's enjoyment of their experience during their visit to AM Best Food Inc.?
- 5) Can you practice being available for each of the people sitting at each of your tables without judgment of them or yourself?
- 6) Are you really listening to your guest? Are you connecting with them?
- 7) Are you prepared and willing to offer guidance and make suggestions (based on your own experience) in order to make your guest more comfortable?
- 8) How much do you know about the AM Best Food Inc. menu? How *well* prepared are you when someone asks you a question?
- 9) Do you believe what you are saying?
- 10) Do you believe you can make a difference in your guest's lives?

How well prepared is the restaurant to serve?

- 1) Does it feel inviting? Does it reflect the care of your attention or does it reflect your inattention?
- 2) Are you aware when something is out of place or not working: In your station? In the kitchen? In the restaurant?
- 3) Do you take responsibility for alerting the right person to fix it or fix it yourself?
- 4) Do you feel supported in your work and supporting the work of your co-workers? Do you feel you are all in this together?
- 5) Does the atmosphere of the restaurant inspire confidence that our guests will be well taken care of through everyone's efforts?

#### **Remember: It takes practice to be prepared.**

Everyday requires a renewal of commitment and your undivided attention.

Every day is a new day to generously offer your service, your kindness and your care. When you are prepared you are also protected. Preparing yourself and the restaurant keeps challenges to a minimum. If something out of the ordinary should happen, then you are better prepared to deal with the situation. These questions are meant to help you recognize your personal challenge(s), whether it's something temporary or ongoing. These questions may stir up some of your insecurities. The more you practice creating a positive experience, the more secure you will feel. You will begin to recognize when you are dealing with a customer's insecurities or your own. If you ever feel overwhelmed by negative responses, (everybody has a bad day) *remember* to ask for help.

#### **Know the three "no's" –**

In general we accommodate guest requests when reasonably possible. We have three strong exceptions and the host & Manager are expected to enforce these policies at the door as opposed to the table. Alert the Manager if a guest slips past the door and ask them to confront the guest so you do not have to.

- **No outside food or beverages**, period. This most commonly includes but is not limited to Starbucks, happy-meals & bottled water.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

- Offer to “take care of” (dispose of) outside food or drinks for “absent minded” guests. The alternative is for them to take outside food or drink to their car or finish it outside (applies to drinks only.)
- We are in the business of selling food & beverage. We take pride in the products we serve. We will not take responsibility for anything that is brought in from the outside, all of which could potentially violate our ABC license & health codes.
- If a person refuses to adhere to this policy, you are authorized to ask them to leave. Contact manager to escort them out. They may choose not to come back.
- **No smoking** inside the restaurant, on our patio or anywhere within 60 feet of an entrance.
- **No dogs/animals allowed** inside our restaurant or on our patio with the sole exception of service dogs.

#### **Handling guest concerns-**

- Seating requests: accommodate when possible, be firm but polite when not possible.
- Noise level: suggest patio seating; communicate any table change to Manager, host and new server if station change is required.
- Music level: ask Manager if adjustment is possible
- Temperature: ask Manager if adjustment is possible
- Specials: you must be responsible to know what can and cannot be modified on our Monthly Specials, they are often more restrictive than a core menu item.
- Server/service: refer to manager ASAP

**SERVICE PREPARATION:** Set yourself up for success

#### **Equipment-**

Arrive with all of your required equipment & attire:

- Mag-card
- \$50 bank
- Clean apron
- Wine opener
- 2-3 pens
- Clean white towel/napkin neatly folded over back of apron for quick clean-ups - Non-slip shoes
- Proper attire (see dress code)

#### **Start Check-**

Be prepared:

- Know your starting & ending stations
- Know your side-work for the shift
- Know & taste the SOD & WOD - Know the Specials.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

#### **Time management & awareness-**

Own your station; manage your time effectively by attending on the station as a whole. When you enter your section make a sweep from one table to the next tending them as you go so that when you leave your section you leave with a list of all your tables' needs not just one.

- Maintain effective communication with your guests
- When transferring a table to another server or when picking up a transferred table from another server, proper guest introductions *must* be made.
- Be aware of guest's time constraints
- Be aware of guest's special needs such as food allergies and/or dietary practices (vegetarian, vegan, celiac, etc.)
- Read your guests needs; when you pay close enough attention you can become nearly psychic
- Make regular coffee/iced-tea/water rounds
- Pre-bus your tables
- Exercise full hands into the kitchen and full hands out of the kitchen
- Ask for help when you need it.

#### **Correcting mistakes-**

Own your mistakes and forgive the kitchen theirs. Blame is unnecessary. Your job is to take the proper steps to rectify any mistake as quickly and efficiently as possible.

- **Re-makes require a red slip**, filled out completely, submitted to the food runner, followed by an Mobilbytes generated "no-make" ticket. Examples:
  1. Runner ran out the wrong dish
  2. Burger went out too rare
  3. Guest forgot to order dish without garlic
  4. You forgot to specify no garlic
  5. Guest ordered wrong dish/miss-spoke
  6. You miss-heard what guest said
- **Forgot to ring in an order-** Fess-up to your floor manager and ring in the order ASAP accompanied by a red slip to flag the order as a rush. Communicate with your table that there has been a slight delay with the order and offer to get bread and drink refills. Depending upon the severity of the situation discuss comps with your Manager.
- **Kitchen lost the ticket-** Inform your Kitchen Manager & Floor Manager ASAP. Highlight the entire order, select repeat and order. Hand in a red slip with the order to flag the order as a rush. Communicate with your table that there has been a slight delay with the order and offer to get bread and drink refills. Depending upon the severity of the situation discuss comps with your Manager.

#### **STATION MAINTENANCE:**

Your station is your space and it is a direct reflection of you and your intention. It is a picture of the level of service you will provide. Keep it cleaned, stocked and inviting at all times.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

#### **Table numbers & seat positions-**

Server staff must know table numbers and seat positions. Seat positions always start with #1 to the left of the server as they are taking the order and moving clockwise around the table.

#### **Server sections and floor plan-**

Server staff must know each layout as it expands and contracts throughout their shift. See store floor & station charts.

#### **Positioning of dining room tables & chairs/splitting tables-**

- Check the table positioning at the start of your shift and adjust as needed.
- Know what tables can be split and/or put together in order to accommodate various party sizes comfortably and safely.

#### **Setting & Bussing the tables-**

- o 4-tops are set with 4 place settings, 2-tops with two
- Paper napkin is placed on the guest's left hand side. From L-R: Fork, knife (serrated edge to the left), spoon.
- For AM service, neatly set condiments at far end of the table (usually against wall or post). From L-R: Ketchup bottle is fronted by two hot sauces, all labels facing outward, syrup in the center, sugar caddy and S&P is on the right.
- Always move condiments and clean under them when cleaning tables, never wipe around them. Check for dirty bottles and clean as needed. Check for empty bottles/S&P, refill or replace as needed.
- For PM service, neatly set at far end of the table (usually against wall or post), from L-R: S&P, wine bottle center, Candleholder.
- Always use trays to bus a table and deliver drinks.
- To avoid spreading germs, always pick up glassware by the base and/or stem. Never stick fingers into tops of glasses and lift. Handle flatware by the handles. Stack plates safely.
- Wipe down all tables, chair seats and chair backs as necessary.

#### **Floor maintenance-**

Keep floors clean at all times. Move tables and chairs as necessary. Pay special attention to tables recently vacated by children.

#### **Correcting table and chair wobbles-**

Know where shove-its and extra chair feet are stored. Inform floor manager when supplies are low. When rearranging tables that no longer need shove-its, collect them and return to designated storage space.

#### **KNOW THE MENU AND RETAIL PRODUCT LINE:**

As a Server you must possess a strong working knowledge of the menu, have passed the menu test and be able to effectively translate orders onto the Mobilbytes POS computer. You must be educated in our product line so that you may effectively assist guests and answer their questions.

**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

- **Breakfast/Lunch**
- **Dinner**
- **Kids**
- **Dessert**
- **Specials**
- **Beverages**
- **Specials AM & PM**
- **Vegan Soup of the day**

**MOBILBYTES FUNCTIONS:**

- Use your magnetic card and correct job code for clocking in/out, breaking in/out and accessing your service screen.
- Know how to efficiently enter, add to and modify orders using the MOBILBYTES POS system.
- Know how to open & close checks.
- Know how to split seats & checks, combine seats & checks, transfer tables and add checks.
- Know how to order a re-make using the “no-make” button and attach it to corresponding red slips generated.
- Refer all comps to the Floor Manager.
- Refer all “voids” to the Floor Manager
- Know how to issue check payments using cash, credit cards, traveler’s checks, house accounts, gift certificates & e-cards.
- Know how to issue multiple forms of payment for a single check.
- We do not accept personal checks. Refer such requests to management.
- Know how to run your checkout at the end of your shift, account for all of your credit transactions, gift certificates, house accounts and cash owed, and present your cash & paperwork in an orderly package to your manager.
- Know how to properly enter your shifts tips into MOBILBYTES and how to calculate your tip-out for your support staff.
- Know how to conduct manual transactions using the crash kit in the event that the computers go down.

**SALES:**

**Working knowledge of the History of AM Best Food Inc. & Mission Statement -**

In order to sell who we are, you must know who we are, where we came from, what we stand for and what it is we aim to achieve.

**SERVICE:**



## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

#### **Beverages-**

Bottled waters, blended juices, lattes, cappuccinos, espressos, teas, cocktails, beers & wines will be made by the drink-maker.

- Drinks will be made and placed on the bar with your drink-slip. You are responsible for running your drinks and for making sure they get to the table in a timely manner.
- Always serve beverages from a serving tray.
- Beverages should be placed to the right of the guest at the 2:00 position.
- When bringing a glass of wine to a table, hold the glass by the stem.
- When bringing any beverage to the table, make sure to hold the glass near the base. Never hold/carry a glass by the rim.

#### **Coffee & water preparation/service-**

Coffee service is server's responsibility.

- Know where coffee beans, pots and filter supplies are stored. Know how to use, maintain, clean and troubleshoot coffee makers. Communicate to Floor Manager when supplies are low.
- Know how to properly make coffee
- Know where we store back stock of half & half and cream pitchers. Cream must be kept on ice for ready service. Serve cream/milk on request only.
- Know where water cups/glasses and back stock are stored. Communicate with Floor manager when stock is low.
- Serve water on request only
- Only use designated ice-scoop to scoop ice.

#### **Pourable juice, iced-tea & soda service-**

Juice, iced-tea & soda service are server's responsibility.

- Orange & grapefruit juices and lemonade are all kept at the drink counter, stored on ice for ready service. No garnish. Lemonade is served over ice.
- House iced-tea is dispensed from the tea brewer, over ice and garnished with a lemon and a red straw. All other teas may be served iced but will be prepped by the drink-maker.
- Know where cups/glasses and back stock are stored. Communicate with Floor manager when stock is low.

#### **Bread preparation/service-**

- Know where bread is stored. Communicate with Floor & Kitchen managers when stock is low.
- Bread service is upon request only

#### **Wine presentation & service-**

With a small amount of knowledge and a good amount of confidence, you can gain the guest's confidence and make them feel like you are an expert.

- Clean the bottle if necessary.
- Make sure you have polished glasses.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

- Make sure you have a clean towel to clean the lip of the bottle.
- Present the bottle to the person who ordered it, verbally note the winery, varietals and the vintage.
- Opening the bottle:
  - o Always have the bottle face the guest.
  - o Cut the lead foil below the lip and remove it.
  - o Fold the foil into a saddle by pressing down two opposite sides of the circle; this will serve to hold the cork once it has been removed.
  - o Clean the top of the bottle and the lip.
  - o Remove the cork and place it into the foil saddle. Displaying the winery logo, set it on the table.
  - o Cradle the bottle in your hands so the label is facing up at all times so people can see what you are pouring.
  - o Pour a small taste into the glass of the guest who ordered the wine and wait for approval.
  - o Fill the other glasses no more than 1/3 (women first). Pouring a small amount allows the wine to breathe, releasing the bouquet.
  - o Pour the taster's glass last.
- Follow up:
  - o People often prefer the waiter to refill the glasses, but if you are not sure ask, "May I pour for you?"
  - o Try to balance out the remainder of the wine evenly.
  - o Empty bottles should not remain on the table. When you remove a bottle, suggest another i.e. "Are you ready for another bottle?" or "Would you like to try something different?"

#### **Expediting & Food Service-**

- Communicate with your runner/expediter when taking food from the window.
- Be conscious of ticket times and alert KM and Floor Manager of tickets over 15 minutes.
- Pace out the guest's meal/ do not take entrees while the guest is still eating appetizers.
- Match plated food to the tickets. **Be aware of modifications**, sides that come with dishes and notes on allergies. **Allergic reactions can have potentially life- threatening effects.**
- Recognize consistency of dishes regarding appearance, portion size and temperature. Be proud of the food you serve. (F.A.T.T. – flavor, appearance, temperature and texture)
- Alert your KM to dishes that do not meet our standard in appearance and temperature.
- Recognize the urgency and priority of re-cook tickets (pink slips)
- Run food to correct tables using seat numbers, position points and place the correct dish in front of the correct guest
  - o Serve from the left, clear from the right when possible
  - o Make sure guests have silverware before each course
  - o Bread plates should be placed left of guest
  - o Bring appropriate condiments to the table before each course
  - o If plate is hot, warn the guest

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

- Place soup, appetizer and salad plate directly in front of guest
- Place entrée directly in front of guest with main course (meat, fish, casserole, etc.)
- Offer fresh ground pepper with soup and salad, Parmesan cheese when appropriate
- Handle certain guest requests yourself (sauces, plates, condiments, drink refills, silverware, etc.) or ask for help from support staff.

#### **Eight Steps of Service-**

- **Step One: Appetizer Order** - If you have not already made wonderful suggestions, do so now.
- **Step Two: Entrée Order/Wine Order** - If you have not already made wonderful suggestions, do so now.
- **Step Three: Appetizer/Wine Service** - Follow appetizers when served with peppermill in hand. Do not ask if they want pepper, expect that they do. If they decline the offer you may take it away. See detailed wine service description.
- **Step Four: Entrée Service-** Suggest a second glass of wine or specialty drink when applicable. See expediting food service description.
- **Step Five: Table Check Back-** be aware and be present. When you ask if everything is “okay”, make eye contact and wait for a response.
- **Step Six: Clearing Plates-** Ask if you may clear. This is a moment of tending to your guests comfort, not an act of rushing them out the door.
- **Step Seven: Dessert/After Dinner Drink Suggestion/Order-** Always arrive to the table with dessert menus in hand and make dessert suggestions. If they do not want anything after your suggestion you may take the menu away. Do not ask if they want to see dessert menus, expect that they do.
- **Step Eight: Check Presentation/Invitation to return** - You are responsible for settling the account with your guest, providing a correct check and collecting the correct payment in full. As with any guest who comes to visit you, you want to connect with them before they leave. Make eye contact, thank them for their visit and extend an invitation to return. It is never acceptable to drop the check and disappear.

#### **HEALTH & SAFETY PROCEDURES:**

**Know and practice correct hand-washing techniques and maintain proper hygiene standards** as described in the policy manual.

#### **Assess and effectively handle safety hazards-**

- Remain calm & report all safety hazards/accidents to your floor manager immediately
- Spills: do not leave area unattended, ask for help
- Broken glass/china: handle with care, dispose of properly in designated glass bin - Fires: know location of fire extinguishers. Assist in orderly evacuation as needed.
- First aid: know location of first aid box; notify manager if first aid is required.
- Door & aisle blocks: eliminate them and maintain clear pathways

**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

- Guest safety: learn to recognize potential hazards and eliminate the possibility before an accident can occur (children moving about the restaurant unattended, purse in the aisle way, etc.)
- Capping tables: do not cap tables with highchairs.

**TEAMWORK:**

**Know when to ask for help**

**Breaking fellow staff members-**

By law you are required to take a 30 minute unpaid meal break. These breaks are scheduled at regular intervals for each employee on each shift.

**Assess restaurant needs and assist others accordingly- -**

Greeting & seating guests

- Anticipating a guest's needs
- Fielding a guest request or complaint
- Re-filling water, iced tea & coffee
- Pre-bussing consciously
- Running food & drinks
- Floor sweeping

**Serving others by setting them up for success-**

- Know your side-work responsibilities and follow through on them
- Transfer your station to your successor when you are sure you can present it in pristine condition, entirely cleaned and fully prepped & stocked
- Check out with other support staff to ensure they have the help they need in wrapping up their shift.
- Check out with your Floor Manager when all of your shift work and side work is finished and you are sure that no one else is in need of your help.

**TESTING & EXTENDED TRAINING:**

**Policy Manual Test**

**Table # & Section Test**

**Servers 8 steps of service test**

**Menu Test**

**Runner training shifts**

**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

**Busser training shifts**

**Tea Tasting**

**Wine tasting**

**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

EMPLOYEE: \_\_\_\_\_ Began Training On: \_\_\_\_\_

Use a scale of 1 to 4 each day in each area of training to indicate where employee is in the process:  
 4 – Completed Skills 3 – Does Very Well 2 – Improved, Needs Work 1 – Intro Knowledge

Manager's Initials & Date

**SERVER POSITION**

**Description of Training Expectation/Goal**

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**Serving Basics**

- Effective communication skills
- Greeting guests / Guest Experience Service
- Questions
- Know and enforcing the three "no's"
- Handling guest concerns


**Service Preparation**

- Equipment
- Start Check
- Time management and awareness
- Correcting mistakes


**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

**Station Maintenance**

- Table numbers and seat positions
- Server sections and floor plan
- Positioning of dining room tables/ splitting talbes
- Setting and Bussing the tables
- Floor maintenance
- Correcting table and chair wobbles


**Know the Menu and Retail Product Line**

- Breakfast/Lunch
- Dinner
- Kids
- Dessert
- Specials
- Beverages
- Soup of the day


**Mobilbytes Functions**

- Orders
- Payments
- Checkout


## **AM Best Food Inc.**

### **JOB DESCRIPTION – Server**

#### **Sales**

Knowledge of AM Best Food Inc. history and mission statement

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#### **Service**

Beverages

Coffee and water preparation/service

Pour-able juice, iced-tea and soda service

Bread preparation/service

Wine presentation and service

Expediting and food service

Eight Steps of Service


#### **Health and Safety Procedures**

Know when to ask for help

Ability to assess and effectively handle safety hazards


#### **Teamwork**

Know when to ask for help

Breaking fellow staff members

Assess restaurant needs and assist others accordingly

Serving others by setting them up for success




**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

**Testing and Extended Training**

Policy Manual Test

Table # and Section Test

Eight Steps of service test

Menu Test

Runner Training Shifts

Busser Training Shifts

Tea Tasting

Wine Tasting


**AM Best Food Inc.**  
**JOB DESCRIPTION – Server**

I would like to recommend to the Employee that they continue their education by addressing these concerns: (please write clearly)

I certify that the training has been completed; all questions have been answered and the employee has been trained to perform in this position.

Signed By:

\_\_\_\_\_  
Trainer

\_\_\_\_\_  
Date

## AM Best Food Inc.

### JOB DESCRIPTION – Food Runner

<b>Employee Status</b>	Non-Exempt Full Time or Non-Exempt Part Time
<b>Position Mission</b>	Hospitality service; responds to customer's need and tries to exceed expectations at all times.
<b>Position Objectives and Expectations</b>	<p>The following reflects management's definition of essential functions for this job but does not restrict the tasks that may be assigned. Management may assign or reassign duties and responsibilities to this job at any time due to reasonable accommodation or other reasons.</p> <ul style="list-style-type: none"> <li>• Demonstrate your ability to be a team player.</li> <li>• Show you can put the needs and expectations of our guests first, and prioritize.</li> <li>• Working knowledge of AM Best Food Inc. employee policy and operation manuals.</li> <li>• In-depth knowledge of our menu, products and contents, as well as company philosophy.</li> <li>• Demonstrated understanding of safety and health procedures.</li> <li>• Proficient in Aloha Point of Sale terminal operation.</li> </ul>
<b>Personal Success Characteristics</b>	<ul style="list-style-type: none"> <li>• A friendly and consistent manner with fellow employees &amp; guests.</li> <li>• Effective communication skills</li> <li>• Daily commitment to the gift of serving others</li> <li>• Ability to acknowledge mistakes quickly</li> <li>• Effective time management</li> </ul>
<b>Previous Experience Requirements</b>	None
<b>Educational Requirements</b>	None
<b>Reports To:</b>	Store Manager & FOH Manager
<b>Location:</b>	DBA: Los Feliz Café / 3207 Los Feliz Blvd, Los Angeles CA 90039 DBA: Club House / Griffith Park Dr, Los Angeles, CA 90027

ACTIVITY	PERCENTAGE OF TIME REQUIRED	COMMENTS
Typing	0%	
Computer Use	0%	
PC monitor viewing	0%	
Standing	100%	
Sitting	0%	
Bending	80%	
Reaching (≤ 1 ft. above elbow)	100%	
Reaching (> 1 ft. < 2 ft. above elbow)	90%	
Reaching (> 2 ft. < 3 ft. above elbow)	90%	

**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

Reaching (> 3 ft. < 4 ft. above elbow)	25%	
Reaching (≥ 4 ft. above elbow)	10%	
Twisting (≤ 90 degrees)	70%	
Twisting (> 90 degrees < 180 degrees)	20%	
Twisting (> 180 degrees < 270 degrees)	0%	
Twisting (> 270 degrees < 360 degrees)	0%	
Throwing	0%	
Lifting (≤ 5 lbs.)	95%	
Lifting (>5, <10 lbs.)	100%	
Lifting (>10, <15 lbs.)	90%	
Lifting (>15, <20 lbs.)	60%	
Lifting (>20, <25 lbs.)	30%	
Lifting (>25, <30 lbs.)	10%	
Lifting (>30, <35 lbs.)	10%	
Lifting (>35, <40 lbs.)	20%	
Lifting ≥ 40 lbs.	20%	
Talking	90%	
Other - specify		
Other - specify		
Position Number:		

*This job description is intended to indicate the kinds of tasks and levels of work complexity that will be required of positions classified in this title and is not intended to be construed as declaring the specific duties and responsibilities of any particular position. The use of particular expressions or illustrations describing functions within a specific job title does not exclude other duties of a similar kind and/or level of complexity. Positions are classified to a particular job title based upon the predominant level of expected work complexity. This position description is provided to assist with classifications. It is not anticipated that this position will have a 100% match with any particular role description. The company, in its sole discretion, may change the job duties, responsibilities and assignments of any position, at any time.*

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Food Runner**

***Welcome to our AM Best Food Inc. family!***

AM Best Food Inc. is famous for delicious, healthy menu choices. Many of our customers are “regulars” who enjoy us often, sometimes several times in a single day. They know our operation really well and expect you to know it – which is one reason why this training is very important. **To our customers, you are AM Best Food Inc..** So we depend on you to take your job and your training seriously.

In the **food runner** position you need to multi-task, take direction and adapt to changing needs. You will be working with the servers to help deliver food to customers. You will be working with the kitchen to ensure plates in the window match ticket orders before they go to the table (checking especially for consistency and modifications. Modifications may indicate health or allergy conditions. Please be aware at all times: **Allergic reactions can have potentially life-threatening effects.**) Your natural abilities combined with your training will affect the flow of business, which impacts the kitchen, the sales we achieve & our customers’ overall dining experience. You act as an extension of the servers & on busier days, as part of a team of runners & other support staff.

**During training** we expect you will

- 1) Demonstrate your ability to be a team player (outlined in training section)
- 2) Show you can put the needs and expectations of our guests first
- 3) Learn your daily responsibilities and how to prioritize (outlined in training section)
- 4) Learn the 8 steps of service
- 5) Get to know the people you are working with
- 6) Learn the policies in the **Employee Policy Manual**
- 7) Understand why customers come to AM Best Food Inc.
- 8) Acquire a basic knowledge of menu and philosophy
- 9) Acknowledge guests, smile and be available
- 10) Learn table numbers, sections, floor plan
- 11) Learn safety and health procedures (outlined in training section)
- 12) Pass tests to demonstrate your knowledge

**Training** is a time to learn, make mistakes, and to learn from those mistakes. Commitment to your training and your work creates good habits, which you will continue to build on your entire life. Learning your job thoroughly will help make you a reliable and vital member of the AM Best Food Inc. family. We offer a professional, caring and nurturing work environment with boundaries that allow all of us to work comfortably together. We’re here to help you succeed. Please ask questions!

### **Description of Training Expectations/Goals:**

#### **RUNNER BASICS:**

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Food Runner**

#### **Effective Communication Skills-**

All Runner staff members must be able to communicate effectively. Your communication skills are extremely valuable as your position serves as the go-between for the kitchen line-staff & the server staff members in addition to interacting directly with customers. All verbal and physical communication must be conducted consciously, with professionalism and respect.

- Your fellow staff members are your *partners* in providing great service.
- Know the names of your Kitchen, Service & Support staff members and make an effort to establish a positive working relationship with them.
- When making requests of any staff member, exercise “please” and “thank you”.
- Maintain an attitude of gratitude. Refrain from taking anyone for granted.
- Any challenge you encounter with staff communication should be directed to your floor Manager immediately so that a healthy working flow can be restored ASAP.

#### **Greeting customers-**

All customers must be greeted within 30 seconds of entering the building. Greet and assist customers when you are available or greet them and let them know that someone will be with them shortly.

#### **Handling guest concerns-**

- Seating: direct question to host immediately
- Noise level: direct question to Floor Manager
- Music level: inform manager
- Temperature: inform manager
- Server/service: refer to manager ASAP
- Handle certain guest requests yourself (sauces, plates, condiments, drink refills, silverware, etc.). If request is more complicated, tell the server or manager

#### **Table numbers & seat positions-**

Running staff must know table numbers and seat positions. Seat positions always start with #1 to the left of the server as they are taking the order and moving clockwise around the table. See store floor charts.

#### **Runner station maintenance-**

- Check the board for the Soup of the day & 86'd items, confirm with kitchen manager and communicate all items and any changes to floor manager. - Assist with soup warmer set-up & break down - Stock soup garnish.
- Check & stock kitchen printer tape.
- Prepare red bucket w/sanitizer- must be maintained at all times
- All towels must be stored in sanitizing buckets; no towels may be left lying about.
- Maintain a clean station- wipe down kitchen window, running station surfaces, packing table and surrounding walls with sanitized towel as needed.

**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

- Stock all to-go supplies
- Stock flatware tub with soup spoons, pasta spoons & steak knives
- Stock bouillon bowls & saucers for fruit
- Stock brown sugar & Parmesan cheese. Store and/or send to DW at end of shift - Stock ramekins for sugar, Parmesan, side-sauces etc.
- Stock olive oil and vinegar dispensers
- Stock/fill pepper mills
- Stock hot pads & doilies
- Stock red slips. Attach all used slips to yellow tickets and hand in to Floor Manager at end of shift
- Stock & maintain Mistakes list, attach to used red slips and hand in to Floor Manager at end of shift

**Bread preparation/service-**

- Know where bread is stored. Communicate with Floor & Kitchen managers when stock is low.
- Know how to use oven properly, be conscious of surrounding space. Use timer. Remember to check oven often.
- Stock breadbox with English muffins & bagels. Store in walk-in at end of AM shift.
- Know how to properly use and maintain the toaster. At the end of PM shift, turn off machine, unplug and clean.
- Know how to properly use and maintain the bread warmer. Check on & off switch, check water content and maintain as necessary. Send insert to DW at end of PM shift. Turn off machine, unplug and clean out holding pan.
- Stock bread plates/baskets/tongs
- Bread service is upon request only

**KNOW THE MENU:**

Runners must pass the menu test and be able read tickets and identify all items correctly.

- **Breakfast/Lunch**
- **Dinner**
- **Kids**
- **Dessert**
- **Specials**
- **Beverages**
- **Soup of the day (and Daily Specials when applicable)**
- **Know what items are “86”d (unavailable) and list on 86 board. Alert manager**

**EXPEDITING FOOD:**

- **Be aware of modifications** Match plated food to the tickets, sides that come with dishes and notes on allergies. Allergic reactions can have potentially life- threatening effects.

**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

- Recognize consistency of dishes regarding appearance, portion size and temperature. Be proud of the food you serve. (**F.A.T.T.** – flavor, appearance, temperature and texture)
- Alert your KM to dishes that do not meet our standard in appearance and temperature.
- Stay aware of **ticket times** and alert KM and Floor Manager of tickets over 15 minutes
- o Appetizers – 6-8 minutes
- o Entrees- 15-17 minutes
- o Desserts- 8-10 minutes
- Recognize the urgency and priority of re-cook tickets (pink slips)
- Run food to correct tables using seat numbers, position points and place the correct dish in front of the correct guest
  - o Serve from the left, clear from the right when possible
  - o Make sure guests have silverware before each course
  - o Bread plates should be placed left of customer
  - o Bring appropriate condiments to the table before each course
  - o When running plates that are hot use hot pads not towels to carry plates
    - Warn customer that the plate is hot
    - Place soup, appetizer and salad plate directly in front of guest
    - Place entrée directly in front of guest with main course (meat, fish, casserole, etc.) at 6:00
    - Offer fresh ground pepper with soup or salad, Parmesan cheese with pastas or when appropriate
- Handle certain guest requests yourself (sauces, plates, condiments, drink refills, silverware, etc.). If request is more complicated, tell the server or manager.
- Package to-go orders completely and correctly when you have time, attaching yellow ticket and notify host, or deliver to the host stand.
- Assist servers with drink delivery if there is no food to be run.
  - o Drink slips will be placed with finished orders.
  - o Use a tray for all drink orders.
  - o Place all beverages to the right at the 2:00 position
  - o Hold all wine glasses by the stem
  - o Hold all glasses/cups at the base; touching the rim is not sanitary.

**HEALTH & SAFETY PROCEDURES:**

**Know and practice correct hand-washing techniques and maintain proper hygiene standards** as described in policy manual.

**Assess and effectively handle safety hazards-**

- Remain calm & report all safety hazards/accidents to your floor manager immediately.
- Spills: do not leave area unattended, ask for help



**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

- Broken glass/china: handle with care, dispose of properly in designated glass bin - First aid: know location of first aid box; notify manager if first aid is required.
- Door & aisle blocks: eliminate them and maintain clear pathways
- Guest safety: learn to recognize potential hazards and eliminate the possibility before an accident can occur (children moving about the restaurant unattended, purse in the aisle way, etc.)
- Capping tables: do not cap tables with highchairs.
- Fires: know location of fire extinguishers. Assist in orderly evacuation as needed.
- 

**Proper lifting and transporting of trash and laundry-**

Empty trash and laundry hampers when half full so they are safely manageable and light enough to lift. Heavy loads require two people to lift into outside bins, NEVER lift a heavy bundle by yourself Ask for help!

**Maintenance of outside garbage & laundry bins-**

Make sure bins remain closed during business hours and locked at the end of the night or final shift. This helps to protect against insect and vermin infestation.

**Maintain sanitizing buckets-**

At the start of your shift prepare the red sanitizing buckets with quaternary tablets for your station. At the end of your shift drain the bucket, discard all dirty rags in the hamper and send buckets to dishwasher. All rags not in immediate use must remain in sanitizing bucket. Failure to do so is a health code violation.

**TEAMWORK:**

**Know when to ask for help**

**Breaking fellow staff members** (see store break chart for time details)

By law you are required to take a 30 minute unpaid meal break. These breaks are scheduled at regular intervals for each employee on each shift.

**Assess restaurant needs and assist others accordingly-**

- Greet & seat customers
- Anticipate a guest's needs
- Field a guest request or complaint
- Re-fill water, iced tea & coffee
- Pre-bus tables consciously
- Clear tables

**Serving others by setting them up for success-**

- Know your side-work responsibilities and follow through on them

**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

- Runner is responsible for cleaning dessert refrigerator and dessert prep area at the end of their shift. Make sure all surfaces are cleaned and refrigerator interior is cleaned and wiped down. Make sure all containers are properly covered/closed and all serving utensils are sent to the dishwasher. Communicate any low stock to drink-maker & Floor Manager.
- Make sure all working tickets and/or to-go orders are prepped and communicate their status to your Floor Manager and your successor.
- Transfer your station to your successor when you are sure you can present it in pristine condition, entirely cleaned and fully prepped & stocked.
- Check out with other support staff to ensure they have the help they need in wrapping up their shift.
- Check out with your Floor Manager when all of your shift work and side work is finished and you are sure that no one else is in need of your help.

**TESTING & EXTENDED TRAINING:**

**Policy Manual Test**

**Table # & Section Test**

**Menu Test**

**Busser training shifts**

**Dessert making training shifts**

**Drink-maker training shifts**

**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

EMPLOYEE: \_\_\_\_\_ Began Training On: \_\_\_\_\_

Use a scale of 1 to 4 each day in each area of training to indicate where employee is in the process:  
 4 – Completed Skills 3 – Does Very Well 2 – Improved, Needs Work 1 – Intro Knowledge

Manager's Initials & Date

**RUNNER POSITION**

**Description of Training Expectation/Goal**

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**Runner Basics:**

- Effective communication skills
- Greeting customers
- Handling guest concerns
- Table numbers and seat positions
- Runner station maintenance
- Bread presentation/service


**Menu Knowledge:**

- Breakfast/ Lunch
- Dinner
- Kids
- Dessert
- Specials
- Beverages
- Specials


**Expediting Food:**

- Modification awareness
- Ticket Times


**Health and Safety Procedures:**

**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

Proper hand-washing techniques and hygiene

Ability to assess and handle safety hazards

Proper lifting and transporting of trash and laundry

Maintenance of outside garbage and laundry bins

Maintaining sanitizing buckets


**Teamwork:**

Know when to ask for help

Breaking fellow staff members

Assess restaurant needs and assist others accordingly

Serving others by setting them up for success


**Testing and Extended Training**

Policy Manual Test

Table # and Section Test

Menu Test

Busser training shifts

Dessert making training shifts

Drink-maker training shifts


**AM Best Food Inc.**  
**JOB DESCRIPTION – Food Runner**

I would like to recommend to the Employee that they continue their education by addressing these concerns: (please write clearly)

I certify that the training has been completed; all questions have been answered and the employee has been trained to perform in this position.

Signed By:

\_\_\_\_\_ Trainer

\_\_\_\_\_ Date

# AM Best Food Inc.

## JOB DESCRIPTION – Buspenderson

<b>Employee Status</b>	Non-Exempt Full Time or Non-Exempt Part Time		
<b>Position Mission</b>	Hospitality service; responds to customer's need and tries to exceed expectations at all times.		
<b>Position Objectives and Expectations</b>	<p>The following reflects management's definition of essential functions for this job but does not restrict the tasks that may be assigned. Management may assign or reassign duties and responsibilities to this job at any time due to reasonable accommodation or other reasons.</p> <ul style="list-style-type: none"> <li>• Demonstrate your ability to be a team player.</li> <li>• Show you can put the needs and expectations of our guests first, and prioritize.</li> <li>• Working knowledge of AM Best Food Inc. employee policy and operation manuals.</li> <li>• Working knowledge of our menu and company philosophy.</li> <li>• Demonstrated understanding of safety and health procedures.</li> </ul>		
<b>Personal Success Characteristics</b>	<ul style="list-style-type: none"> <li>• A friendly and consistent manner with fellow employees &amp; guests.</li> <li>• Effective communication skills</li> <li>• Daily commitment to the gift of serving others</li> <li>• Ability to acknowledge mistakes quickly</li> <li>• A willingness to cross-train in other FOH positions so that you can perform these functions when short-staff or in emergencies</li> <li>• Effective time management</li> </ul>		
<b>Previous Experience Requirements</b>	None		
<b>Educational Requirements</b>	None		
<b>Reports To:</b>	Store Manager & FOH Manager		
<b>Location:</b>	DBA: Los Feliz Café / 3207 Los Feliz Blvd, Los Angeles CA 90039 DBA: Club House / Griffith Park Dr, Los Angeles, CA 90027		
	<b>ACTIVITY</b>	<b>PERCENTAGE OF TIME REQUIRED</b>	<b>COMMENTS</b>
	Typing	0%	
	Computer Use	0%	
	PC monitor viewing	0%	
	Standing	100%	
	Sitting	0%	
	Bending	90%	
	Reaching (≤ 1 ft. above elbow)	100%	
	Reaching (> 1 ft. < 2 ft. above elbow)	50%	
	Reaching (> 2 ft. < 3 ft. above elbow)	70%	

## AM Best Food Inc. JOB DESCRIPTION – Buspenderson

Reaching (> 3 ft. < 4 ft. above elbow)	20%	
Reaching (≥ 4 ft. above elbow)	20%	
Twisting (≤ 90 degrees)	40%	
Twisting (> 90 degrees < 180 degrees)	10%	
Twisting (> 180 degrees < 270 degrees)	0%	
Twisting (> 270 degrees < 360 degrees)	0%	
Throwing	0%	
Lifting (≤ 5 lbs.)	100%	
Lifting (>5, <10 lbs.)	90%	
Lifting (>10, <15 lbs.)	60%	
Lifting (>15, <20 lbs.)	30%	
Lifting (>20, <25 lbs.)	30%	
Lifting (>25, <30 lbs.)	20%	
Lifting (>30, <35 lbs.)	20%	
Lifting (>35, <40 lbs.)	20%	
Lifting ≥ 40 lbs.	50%	Trash
Talking	40%	
Other - specify		
Other - specify		
Position Number:		

*This job description is intended to indicate the kinds of tasks and levels of work complexity that will be required of positions classified in this title and is not intended to be construed as declaring the specific duties and responsibilities of any particular position. The use of particular expressions or illustrations describing functions within a specific job title does not exclude other duties of a similar kind and/or level of complexity. Positions are classified to a particular job title based upon the predominant level of expected work complexity. This position description is provided to assist with classifications. It is not anticipated that this position will have a 100% match with any particular role description. The company, in its sole discretion, may change the job duties, responsibilities and assignments of any position, at any time.*

# **AM Best Food Inc.**

## **JOB DESCRIPTION – Busperson**

***Welcome to our AM Best Food Inc. family!***

AM Best Food Inc. is famous for delicious, healthy menu choices. Many of our guests are “regulars” who enjoy us often, sometimes several times in a single day. They know our operation really well and expect you to know it – which is one reason why this training is very important. **To our guests, you are AM Best Food Inc..** So we depend on you to take your job and your training seriously.

In the bus person position you need to multi-task, take direction and adapt to changing needs. You will be keeping the restaurant prepared for guests which affects the flow of business, impacts the kitchen, the sales we achieve & our guests’ overall dining experience. You act as an extension of the servers & on busier days, as part of a team of bussers & other support staff.

**During training** we expect you will

- 1) demonstrate your ability to be a team player (outlined in training section)
- 2) show you can put the needs and expectations of our guests first
- 3) learn your daily responsibilities and how to prioritize (outlined in training section) 4) learn the 8 steps of service
- 5) get to know the people you are working with
- 6) learn the policies in the **Employee Policy Manual**
- 7) understand why guests come to AM Best Food Inc.
- 8) acquire a basic knowledge of menu and philosophy
- 9) acknowledge guests, smile and be available
- 10) learn table numbers, sections, floor plan
- 11) learn safety and health procedures (outlined in training section)
- 12) pass tests to demonstrate your knowledge

Training is a time to learn, make mistakes, and to learn from those mistakes. Commitment to your training and your work creates good habits which you will continue to build on your entire life. Learning your job thoroughly will help make you a reliable and vital member of the AM Best Food Inc. family. We offer a professional, caring and nurturing work environment with boundaries that allow all of us to work comfortably together. We’re here to help you succeed. Please ask questions!

**Description of Training Expectations/Goals:**



# **AM Best Food Inc.**

## **JOB DESCRIPTION – Buspenderson**

### **BUSSING BASICS:**

#### **Effective Communication Skills-**

All Bus staff members must be able to communicate effectively. All verbal and physical communication must be conducted consciously, with professionalism and respect.

- Your fellow staff members are your *partners* in providing great service.
- Know the names of your Kitchen, Service & Support staff members and make an effort to establish a positive working relationship with them.
- When making requests of any staff member, exercise “please” and “thank you”.
- Maintain an attitude of gratitude. Refrain from taking anyone for granted.
- When addressing the Kitchen line-staff for any reason, always communicate your needs through the Expediter/Runner.
- Any challenge you encounter with staff communication should be directed to your floor Manager immediately so that a healthy working flow can be restored ASAP.

#### **Greeting guests-**

All guests must be greeted within 30 seconds of entering the building. Greet and assist guests when you are available or greet them and let them know that someone will be with them shortly.

#### **Handling guest concerns-**

- Seating: direct question to host immediately
- Noise level: direct question to Floor Manager
- Music level: inform manager
- Temperature: inform manager
- Server/service: refer to manager ASAP
- Handle certain guest requests yourself (sauces, plates, condiments, drink refills, silverware, etc.). If request is more complicated, tell the server or manager
- 

#### **Table numbers-**

Bus staff must know table numbers & floor plan. See store floor chart.

#### **Positioning of dining room tables & chairs/splitting tables-**

- Check the table positioning at the start of your shift and adjust as needed.
- Know what tables can be split and/or put together in order to accommodate various party sizes comfortably and safely.

# **AM Best Food Inc.**

## **JOB DESCRIPTION – Buspenderson**

### **Bus station maintenance-**

- Maintain a clean bus station- wipe down bus station surfaces and surrounding walls with sanitized towel often.
- Bus towel maintenance- all towels must be stored in sanitizing buckets, no towels may be left lying about.
- Red bucket w/sanitizer- must be prepped & maintained at all times
- Flatware soaking tub- must be maintained at all times
- Plate scraping- all plates and dishware must be scraped of all food residue prior to placing them into the bus tub. All dishware must be pre-scraped before going to the dishwasher.
- Transporting dirty dishware to dishwasher- all dishware must be transported in bus tubs and/or glass racks. Do not fill past the rim for the preservation of our dishware as well as your health in lifting.
- Trash maintenance- Empty trash cans when half full to support your health in lifting.
- Liquid buckets/straining- all liquid from glassware must be dumped into assigned liquid buckets, not into bus trays. Liquid buckets must be dumped through a strainer into the mop sink. Strainer must be immediately cleaned into trash can and run through the dishwasher to maintain health & safety conditions.
- Mop sink maintenance- wipe down mop sink and surrounding walls with sanitized towel.
- Wiping down flatware- wipe down cleaned flatware with clean towel and hot water prior to placing utensils into holding trays.
- Laundry hamper maintenance- Empty laundry hamper when full. Do not allow linens to overflow.

### **Bread preparation/service-**

- Know where bread is stored. Communicate with Floor & Kitchen managers when stock is low.
- Know how to use oven properly, be conscious of surrounding space. Use timer. Remember to check oven often.
- Know how to properly use and maintain the toaster. At the end of PM shift, turn off machine, unplug and clean.
- Know how to properly use and maintain the bread warmer. Check on & off switch, check water content and maintain as necessary. Send insert to DW at end of PM shift. Turn off machine, unplug and clean out holding pan.
- Stock bread plates, baskets, tongs & paper napkins - Bread service is upon request only

### **Coffee & water preparation/service-**

- Know where coffee beans, pots and filter supplies are stored. Know how to use, maintain, clean and troubleshoot coffee makers. Communicate to Floor Manager when supplies are low.
- Know how to properly make coffee
- Know where we store back stock of half & half and creamer pitchers. Cream must be kept on ice for ready service. Serve cream/milk on request only.

## **AM Best Food Inc.**

### **JOB DESCRIPTION – Buspenderson**

- Know where water cups & glass back stock are stored. Communicate with Floor manager when stock is low.
- Maintain trays of ready-to-serve water
- Serve water on request only, NO lemons or straws - Use designated ice-scoop to scoop ice.
- Use designated ice bucket to transport ice from ice machine to holding bin. - Know how to properly lift and carry full ice bucket.

#### **Setting & Bussing the tables-**

- 4-tops are set with 4 place settings, 2-tops with two
- Paper napkin is placed on the guest's left hand side. From L-R: Fork, knife (serrated edge to the left), spoon.
- For AM service, neatly set condiments at far end of the table (usually against wall or post).
  
- From L-R: Ketchup bottle is fronted by one hot sauce (alternate between Cholula and Tabasco), all labels facing outward, syrup in the center, sugar caddy and S&P on the right)
- Always move condiments and, using sanitized towel, clean under them when cleaning tables, never wipe around them. Check for dirty bottles and clean as needed. Check for empty bottles, replace as needed.
- For PM service, neatly set at far end of the table (usually against wall or post): from L-R; S&P, wine bottle center, Candleholder.
- Always use trays to bus a table and to deliver drinks.
- To avoid spreading germs, always pick up glassware by the base and/or stem, never stick fingers into tops of glasses and lift. Handle flatware by the handles. Stack plates safely.
- Wipe down all chair seats and chair backs with sanitized towels as necessary.

#### **Floor maintenance-**

Keep floors clean at all times. Move tables and chairs as necessary. Pay special attention to doorways and to aisle ways leading from kitchen.

#### **Cleaning-**

- Always use proper cleaning products, know what they are and where they are stored. Inform Kitchen & Floor managers when stock is low.
- Wipe down all highchairs with sanitized towels at the end of every shift and throughout the shift as needed.
- Wipe down window/booth ledges with sanitized towels whenever cleaning the table
- Use eco friendly glass cleaner and paper towels to spot clean windows. Always spray cleaner into towels and wipe. Do not spray directly onto glass.
- Wipe down posts with sanitized towels as needed. - Wipe down walls with sanitized towels as needed.

# **AM Best Food Inc.**

## **JOB DESCRIPTION – Buspenderson**

### **Correcting table and chair wobbles-**

Know where shove-its and extra chair feet are stored. Inform floor manager when supplies are low. When rearranging tables that no longer need shove-its, collect them and return to designated storage space.

### **Dining room & patio set-up at opening and shift change-**

- Make sure dining room and patio are clean
- Make sure tables are properly set and in correct positions
- Make sure floors are clean
- Make sure bus stations are cleaned & stocked
- Make sure bread is made
- Make sure coffee is made
- Make sure coffee supplies are stocked
- Make sure water supplies are stocked
- Make sure restaurant perimeter is cleaned
- Make sure trash cans are lined and empty
- Make sure hampers are lined and empty
- Make sure restrooms are cleaned & stocked

### **Dining room & patio break down at close- -**

- Make sure dining room and patio are clean
- Make sure all indoor tables are properly set and in correct positions
- Make sure floors are clean
- Make sure bus station is cleaned & stocked
- Make sure bread warmer is off, emptied and cleaned
- Make sure restrooms are cleaned & stocked
- Make sure coffee & water supplies are stocked
- Make sure trash cans are lined and empty
- Make sure hampers are lined and empty
- Make sure patio tables are locked up, chairs are stacked and brought inside, patio lights are turned off
- Make sure patio access door is locked behind you.

### **Patio weather screen maintenance-**

Adjust screens as necessary, report broken or damaged screens to Floor Manager.

### **Water Feature cleaning-**

Scrub with bleach and flush the water once a week.

### **HEALTH & SAFETY PROCEDURES:**

**Know and practice correct hand washing techniques and maintain proper hygiene standards** as described in policy manual.

# **AM Best Food Inc.**

## **JOB DESCRIPTION – Buspenderson**

**Remain calm & report all safety hazards to your floor manager immediately**

### **Assess and effectively handle safety hazards-**

- Spills: do not leave area unattended, ask for help and use Wet Floor sign to caution guests
- Broken glass/china: handle with care, dispose of properly in designated glass bin -  
First aid: know location of first aid box; notify manager if first aid is required.
- Door & aisle blocks: eliminate them and maintain clear pathways
- Guest safety: learn to recognize potential hazards and eliminate the possibility before an accident can occur (children moving about the restaurant unattended, purse in the aisle way, etc.)
- Capping tables: do not cap tables with highchairs.
- Fires: know location of fire extinguishers. Assist in orderly evacuation as needed.

### **Restroom checks and stocking-**

Perform restroom checks every two hours throughout your shift and restock as needed. Report maintenance issues to Floor Manager.

### **Proper lifting of wine & water cases-**

Always squat to lift heavy cases, bending your knees and lifting with your legs. Never bend over at the waist and attempt to lift with your back. Always ask for help when you need it. Never attempt to lift an object by yourself that is too heavy.

### **Proper lifting and transporting of trash and laundry-**

Empty trash and laundry hampers when half full so they are safely manageable and light enough to lift. Heavy loads require two people to lift into outside bins, NEVER lift a heavy bundle by yourself. Ask for help!

### **Maintenance of outside garbage & laundry bins-**

Make sure bins remain closed during business hours and locked at the end of the night or final shift. This helps to protect against insect and vermin infestation.

### **Maintenance of restaurant perimeter-**

Perform perimeter checks every two hours throughout your shift and clean up as needed.

### **Maintain sanitizing buckets-**

At the start of your shift prepare the red sanitizing buckets with quaternary tablets for all bus stations. At the end of your shift drain the bucket, discard all dirty rags in hamper and send buckets to dishwasher. All rags not in immediate use must remain in sanitizing bucket. Failure to do so is a health code violation.

# **AM Best Food Inc.**

## **JOB DESCRIPTION – Buspenderson**

### **TEAMWORK:**

#### **Know when to ask for help**

**Breaking fellow staff members-** (see store break chart for time details)

By law you are required to take a 30 minute unpaid meal break. These breaks are scheduled at regular intervals for each employee on each shift.

#### **Assess restaurant needs and assist others accordingly- -**

Greeting & seating guests

- Anticipating a guest's needs
- Fielding a guest request or complaint
- Re-filling water, iced tea & coffee
- Pre-bussing consciously

#### **Serving others by setting them up for success-**

- Know your side-work responsibilities and follow through on them
- Transfer your station to your successor when you are sure you can present it in pristine condition, entirely cleaned and fully prepped & stocked
- Check out with other support staff to ensure they have the help they need in wrapping up their shift.
- Check out with your Floor Manager when all of your shift work and side work is finished and you are sure that no one else is in need of your help.

### **TESTING & EXTENDED TRAINING:**

**Policy Manual Test**

**Table # & Section Test**

**Menu Test**

**Runner training shifts**

**Dessert making training shifts**

**Drink-maker training shift**



# AM Best Food Inc.

## JOB DESCRIPTION – Buspenderson

**Health & Safety procedures:**

Knowing and practicing correct hand-washing techniques

--	--	--	--	--	--	--	--

Report all safety hazards to your floor manager  
Assess and effectively handle safety hazards

Restroom checks and stocking

Proper lifting of wine and water cases

Proper lifting and transporting of trash and laundry

Maintenance of outside garbage & laundry bins

Maintenance of restaurant perimeter

Maintain sanitizing buckets


**Teamwork:**

Know when to ask for help

Breaking fellow staff members

Assess restaurant needs and assist others accordingly

Serving others by setting them up for success




**AM Best Food Inc.**  
**JOB DESCRIPTION – Buspenderson**

**Testing & extended training:**

Policy Manual Test

Table # & Section Test

Menu Test

Runner training shifts

Dessert making training shifts Drink-maker  
training shifts


**AM Best Food Inc.**  
**JOB DESCRIPTION – Busperson**

I would like to recommend to the Employee that they continue their education by addressing these concerns: (please write clearly)

I certify that the training has been completed; all questions have been answered and the employee has been trained to perform in this position.

Signed By:

\_\_\_\_\_  
Trainer

\_\_\_\_\_  
Date

# INTEGRATED PEST MANAGEMENT

## Step 1: Inspection

The cornerstone of an effective IPM program is a schedule of regular inspections. For food processors weekly inspections are common, and some plants inspect even more frequently. These routine inspections should focus on areas where pests are most likely to appear – receiving docks, storage areas, employee break rooms, sites of recent ingredient spills, etc. – and identify any potential entry points, food and water sources, or harborage zones that might encourage pest problems.

## Step 2: Preventive Action

As regular inspections reveal vulnerabilities in your pest management program, take steps to address them before they cause a real problem. One of the most effective prevention measures is exclusion, i.e., performing structural maintenance to close potential entry points revealed during inspection. By physically keeping pests out, you can reduce the need for chemical countermeasures. Likewise, sanitation and housekeeping will eliminate potential food and water sources, thereby reducing pest pressure.

## Step 3: Identification

Different pests have different behaviors. By identifying the problematic species, pests can be eliminated more efficiently and with the least risk of harm to other organisms. Professional pest management always starts with the correct identification of the pest in question. Make sure your pest control provider undergoes rigorous training in pest identification and behavior.

## Step 4: Analysis

Once you have properly identified the pest, you need to figure out why the pest is in your facility. Is there food debris or moisture accumulation that may be attracting it? What about odors? How are the pests finding their way in – perhaps through the floors or walls? Could incoming shipments be infested? The answers to these questions will lead to the best choice of control techniques.

## Step 5: Treatment Selection

IPM stresses the use of non-chemical control methods, such as exclusion or trapping, before chemical options. When other control methods have failed or are inappropriate for the situation, chemicals may be used in least volatile formulations in targeted areas to treat the specific pest. In other words, use the right treatments in the right places, and only as much as you need to get the job done. Often, the “right treatment” will consist of a combination of

responses, from chemical treatments to baiting to trapping. But by focusing on non-chemical options first, you can ensure that your pest management program is effectively eliminating pests at the least risk to your food safety program, non-target organisms and the environment. You'll also see higher pest control scores at [audit](#) time.

#### Step 6: Monitoring

Since pest management is an ongoing process, constantly monitoring your facility for pest activity and facility and operational changes can protect against infestation and help eliminate existing ones. Since your pest management professional most likely visits your facility on a bi-weekly or weekly basis, your staff needs to be the daily eyes and ears of the IPM program. Employees should be cognizant of sanitation issues that affect the program and should report any signs of pest activity. You don't want to lose a day when it comes to reacting to an actual pest presence.

#### Step 7: Documentation

Let's face it, the food safety auditor's visit can make or break your business. Since pest control can account for up to 20 percent of your total score, it's imperative that your IPM program is ready to showcase come audit time. Up-to-date pest control documentation is one of the first signs to an auditor that your facility takes pest control seriously. Important documents include a scope of service, pest activity reports, service reports, corrective action reports, trap layout maps, lists of approved pesticides, pesticide usage reports and applicator licenses.

# ATTACHMENT G

- Referral Letters
- Lender Letter of Commitment
  - Credit Rating Reports

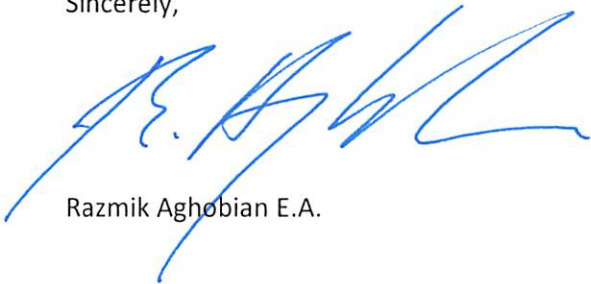
*Aghobian*  
FINANCIAL SERVICES  
TAX AUDITS & ACCOUNTING

Date: January 31, 2018

To Whom It May Concern:

We highly recommend AM Best Food Inc. Our accounting firm provided accounting and tax services to AM Best Food Inc. for several years. They always stayed in compliance with our firm and all the government agencies as far as filing their returns and paying the liabilities.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Aghobian', written over the printed name below.

Razmik Aghobian E.A.

# *ASL Insurance Services*

*License #: 0667659*

*3533 North Verdugo Road*

*Glendale, CA 91208*

*BUS: (818) 957-3366 FAX: (818) 957-3369*

1/26/2018

To whom it may concern:

I have known Mais Azarian (Mike) since 2006 on a business level. Since then I have come to know Mike on a personal level. Mike is a person who always wants to have insurance for any type of venture he does. In knowing Mike he is also a very caring person to not only to his clients but, people he meets. I would always recommend Mike to any business situation he does because of his honesty, loyalty and kind heartedness.

*If you have any further questions or concerns, please do not hesitate to call /e-mail our office at the information below.*

*Thank You,*

***Jim Lugo***

***ASL Insurance Services***

***3533 North Verdugo Road***

***Glendale, CA 91208***

***BUS: (818) 957-3366***

***FAX: (818) 957-3369***

***[instogo4@sbcglobal.net](mailto:instogo4@sbcglobal.net)***

ASL Insurance Services offers programs for your Business and Personal Need's:

General Liability: Workers Comp: Commercial Liability: Property:

E&O: Professional Liability: EPLI: Cyber Liability: Commercial Auto:

Group Medical: Group Life: & Group Disability:

Individual Life: & Individual Retirement Plans:

Homeowners: Personal Automobile: Boat & Motorcycle.

BUS: 818-957-3366 FAX: 818-957-3369



**Triphen**  
Technologies

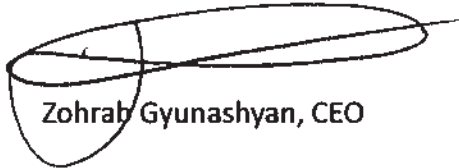
Triphen Technologies Inc.  
3100 W. Burbank Blvd. # 101  
Burbank, CA 91505  
1-877-767-7586 Option 3

To Whom it may concern,

I have had a business relationship with Mike Azarian for almost 9 years now. We have provided IT support and point of sale systems for three different businesses which were golf course cafes. Mike has always been professional in the way that he conducts his business practices and has been one of our best customers.

I would recommend Mike as a professional business owner and entrepreneur who has extensive experience at running, marketing, and building strong restaurants at different golf courses in Southern California.

Sincerely,



Zohrab Gyunashyan, CEO



# Palladio Banquet Hall

1018 E Colorado St, Glendale CA 91205  
Tel: 818-547-0199

February 7, 2018

To Whom It May Concern:

This is a letter in reference to my current employee Gnel Khachatryan. He has served my banquet hall, Palladio Banquet Hall for past 12 years and has been one of the best employees. My association with him started in year of 2006 when he joined my banquet hall. Since then his hard work and stamina has proved to be a valuable asset for me and my business. His ability to do the given work consistently without making mistakes makes him a great General Manager.

He is a very good administrator and understands the economics of restaurant business. Keen observation is another quality that sets him apart from any other manager I have worked with.

I am sure he will be an added asset to any workplace he would join in a future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Avetis Keshishian', with a long horizontal flourish extending to the right.

Avetis Keshishian CEO



February 1, 2018

AM Best Food Inc.

3207 Los Feliz Blvd.  
Los Angeles, CA 90039

To whom it may concern:

AM Best Food Inc. currently has account ending in 0156. The account is in good standing as of the date referenced above.

If there are further questions please contact me

A handwritten signature in black ink, appearing to read "Jerry Artunyan", written over a horizontal line.

Jerry Artunyan  
Relationship Banker



Atwater Branch  
3250 Glendale Blvd.  
Los Angeles, CA 90039

Tel: 323 663 8023  
Fax: 323 665 8531

January 30<sup>th</sup>, 2018

AM Best Food Inc.  
3207 Los Feliz Blvd  
Los Angeles, CA 90039

Dear AM Best Food Inc.:

This letter is to verify that the client named above has an account ending in XX5909 opened on 02/23/2009 which is in good standing as of the date of this letter.

If you have any questions, please contact me at: (323)663-8023.

Monday-Friday: 9:00 AM- 6:00 PM Pacific Time.

Saturday: 9:00 AM-4:00 PM Pacific Time.

Thank you. We appreciate your business.

Sincerely,

A handwritten signature in blue ink, appearing to read "Carely Rojas".

Carely Rojas

Branch Manager

Wells Fargo Bank NA

Together we'll go far





February 08, 2018

To Whom It May Concern,

AM Best Foods, Inc. has been our merchant since January 29, 2013. We are processing their credit cards for Visa, Mastercard, American Express and Discover. This merchant is in good standing with us and with no chargeback collections or issues since they started processing with us.

For any questions, please do not hesitate to contact us at 323.774.9827.

Sincerely,

A handwritten signature in black ink, appearing to read 'Esmail Ghasemi', written over a white background.

Esmail Ghasemi

Merchant Choice Payment Solutions

***First Capital Lending Group, Inc.***

***12355 El Oro Way***

***Granada Hills Ca 91344***

***818-285-0811 Fax 818-832-9475***

***Cell 818-645-3491***

***firstcapitalenders@yahoo.com***

***www.firstcapitalenders.com***

January 22, 2018

Mike Azarian

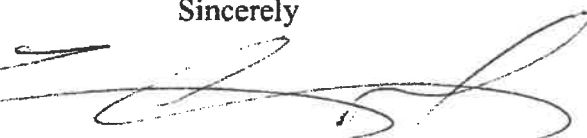
I am pleased to inform you that based on the information you have provided; you are approved for an unconditional loan amount of \$750,000. This mortgage commitment is based on property located at:

**[REDACTED]**  
**[REDACTED]**

This commitment letter is limited to the loan amount stated above.

Thank you for selecting First Capital Lending Group. We look forward to meeting your financing needs, now and in the future. If you should have any questions regarding this commitment letter please don't hesitate to call me at the number above.

Sincerely

  
Edgar Akopyan (01436786)  
Broker

***First Capital Lending Group, Inc.***

***12355 El Oro Way***

***Granada Hills Ca 91344***

***818-285-0811 Fax 818-832-9475***

***Cell 818-645-3491***

***firstcapitallenders@yahoo.com***

***www.firstcapitallenders.com***

January 22, 2018

Mike Azarian

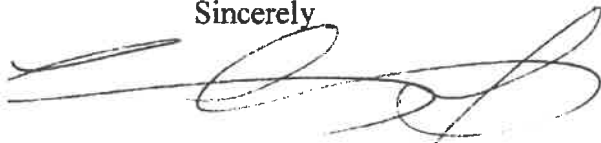
I am pleased to inform you that based on the information you have provided; you are approved for an unconditional loan amount of \$592,000. This mortgage commitment is based on property located at:

***[REDACTED]***  
***[REDACTED]***

This commitment letter is limited to the loan amount stated above.

Thank you for selecting First Capital Lending Group. We look forward to meeting your financing needs, now and in the future. If you should have any questions regarding this commitment letter please don't hesitate to call me at the number above.

Sincerely



Edgar Akopyan (01436786)  
Broker

***First Capital Lending Group, Inc.***

***12355 El Oro Way***

***Granada Hills Ca 91344***

***818-285-0811 Fax 818-832-9475***

***Cell 818-645-3491***

***firstcapitallenders@yahoo.com***

***www.firstcapitallenders.com***

January 22, 2018

Gnel Khachatryan


I am pleased to inform you that based on the information you have provided; you are approved for an unconditional loan amount of \$600,000. This mortgage commitment is based on property located at:

[REDACTED]  
[REDACTED]

This commitment letter is limited to the loan amount stated above.

Thank you for selecting First Capital Lending Group. We look forward to meeting your financing needs, now and in the future. If you should have any questions regarding this commitment letter please don't hesitate to call me at the number above.

Sincerely

  
Edgar Akopyan (01436786)  
Broker



Credit Report Prepared For:

**MAIS AZARIAN**

Report as Of: 2/10/2018

***Personal & Confidential***

Please Keep in a safe place for your records.



## Personal Information

Here you will find your personal information, including your legal name(s), year of birth, currently and previous addresses, and current and previous employers.

### Profile



<b>Name</b> <i>(Also Known As) AKA</i> <b>Year of Birth</b> <b>Address(es)</b>	 MAIS AZARIAN AZARIAN MAIS [REDACTED] [REDACTED] [REDACTED]	 MAIS AZARIAN [REDACTED] [REDACTED]	 MAIS AZARIAN [REDACTED] [REDACTED] [REDACTED]
<b>Current Employer</b> <b>Previous Employer</b>	LOS SELIZ CAFE AM BEST FOOD INC	LOS FELIZ CAFE LOS FELIZ CAFE	AM BEST FOOD INC LOS FELIZ CASE

### Personal Statement

This space is reserved for statements of dispute. For most consumers, no information appears in this section.

## Bankruptcy & Court Judgments

Here you will find any court-related information, including bankruptcies, state and county court records, tax liens, monetary judgments, and in some states, overdue child support payments. Remember, bankruptcies remain on your report for 7 - 10 years.

### Public Records



There are no Public Records on your credit report at this time.



Equifax



## Credit Cards, Loans & Other Debt

Here you will find specific information on each account you opened, including current status and any past due information. Positive credit information remains on your report indefinitely. Creditor contact information has been provided in order to make it easier for you to resolve any issues.

### Payment History Legend

Current	30 Days Late	Key Derogatory **
No Data *	60 Days Late	Repossession or Foreclosure
	90 Days Late	Payment Plan
	120 Days Late	

\* Sometimes the credit bureaus do not have information from a particular month on file.

\*\* For additional information on Key Derogatory, please see your Credit Report Guide.

### Account Status Legend

Current	Current Closed	Unknown
Potentially Negative	Potentially Negative Closed	

## Credit Score

Your Credit Score is a numerical representation of your credit worthiness that is used by most lenders and credit card issuers. Remember, Experian, Equifax, and TransUnion has its own set of data in your credit file. That's why Credit Scores may vary between bureaus.



Equifax

TransUnion



Exceptional

Credit Category

300                      575                      850

## Your FICO® Score Powered by Experian Explanation

### What factors RAISE your FICO® Score:

- You helped your FICO® Score by paying your bills on time. Staying current with your bills will continue to help your score.
- Your FICO® Score evaluates your total revolving account balances in relation to your total credit limits on those accounts. Your FICO® Score was helped because you've kept this ratio of balances to credit limits low.
- Your FICO® Score evaluates your mix of credit cards, installment loans and mortgages. People who demonstrate responsible use of different types of credit are generally less risky to lenders. You helped your FICO® Score by showing recent use of a credit card.
- Your FICO® Score was helped because many of your accounts are in good standing. Your score considers the number of accounts where you are paying your bills as agreed - in your case this number is high.

### What factors LOWER your FICO® Score:

# CERTIFIED CREDIT REPORTING

A Nationwide Information Firm

3281 E. GUASTI ROAD #290, ONTARIO, CA 91761

Phone: 800-500-6117

Fax: 800-500-5364

Add Product

## MERGED INFLE CREDIT REPORT

FILE #	5549909 FNMA #	DATE COMPLETED	2/8/2018	ROD' BY	EDGAR AKOPYAN
SEND TO	FIRST CAPITAL LENDING GROUP INC	DATE ORDERED	2/8/2018		
	CUST. # C22563	REPOSITORIES	XP/TUWEF	PRPD' BY	
	12355 EL ORO WAY	PRICE	\$34.30	LOAN TYPE	
	GRANADA HILLS, CA 91344	REF. #			

PROPERTY ADDRESS

APPLICANT		CO-APPLICANT	
APPLICANT	KHACHATRYAN, GNEL	CO-APPLICANT	
SOC SEC #	[REDACTED] DOB	SOC SEC #	DOB
MARITAL STATUS		DEPENDENTS	
CURRENT ADDRESS	[REDACTED]	LENGTH	
PREVIOUS ADDRESS		LENGTH	

SCORE MODELS

EQUIFAX/FICO CLASSIC V5 FACTA - GNEL KHACHATRYAN - [REDACTED]  
 SCORE: [REDACTED]  
 00030 - TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT  
 FACTOR: 00000  
 FACTOR: 00000  
 FACTOR: 00000

TRANSUNION/FICO CLASSIC (04) - GNEL KHACHATRYAN SR [REDACTED]  
 SCORE: [REDACTED]  
 030 - TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT  
 003 - PROPORTION OF LOAN BALANCES TO LOAN AMOUNTS IS TOO HIGH  
 012 - LENGTH OF TIME REVOLVING ACCOUNTS HAVE BEEN ESTABLISHED

PERIAN/FAIR, ISAAC (VER. 2) - GNEL KHACHATRYAN - [REDACTED]  
 SCORE: [REDACTED]  
 24 - NO RECENT REVOLVING BALANCES  
 06 - TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS  
 08 - TOO MANY INQUIRIES LAST 12 MONTHS  
 09 - TOO MANY ACCOUNTS RECENTLY OPENED

Request New Tradeline

Hide Trended Data

OPEN ACCOUNTS

E C O A	W H O S E	CREDITOR	DATE REPORTED	DATE OPENED	HIGH CREDIT OR LIMIT	BALANCE	PAST DUE	MO REV	30	60	90+	STATUS
			DLA	ACCT TYPE	TERMS	SOURCE						

B B	NATIONSTAR/ML COOPER	12/17	06/12	\$262900	\$211859	\$0	13	0	0	0	AS AGREED
	634992291		11/17	MTG	240 \$1593						XP/TUWEF

History: 12/17: 000000000000

CONVENTIONAL REAL ESTATE LOAN, INCLUDING PURCHASE MONEY FIRST, FREDDIE MAC ACCOUNT

Trended	11/17	10/17	09/17	08/17	07/17	06/17	05/17	04/17	03/17	02/17	01/17	12/16
Scheduled (\$)	1593	1593	1593	1593	1593	1593	1593	1593	1593	1593	1593	1593
Actual (\$)	3186	1593	1593	1593	1593	1593	1593	1593	1593	1593	1593	1593
Balance (\$)	211859	213624	214502	215377	216249	217119	217985	218849	219710	220568	221423	222275

B B	AMERICAN HONDA FINANCE	01/18	02/16	\$9207	\$3541	\$0	23	0	0	0	AS AGREED
	311378416		01/18	AUTO	039 \$236						XP/TUWEF

EEOA KEY: B=BORROWER; C=CO-BORROWER; J=JOINT; U=UNDESIGNATED; A=AUTHORIZED USER; P=PARTICIPANT; S=CO-SIGNER

Certified Credit: 3281 E. GUASTI ROAD #290, ONTARIO, CA 91761 (P) 800-500-6117 (F) 800-500-5364

Information is furnished in response to an inquiry for the purpose of evaluating credit risk. It has been obtained from sources deemed reliable, the accuracy of which this organization does not guarantee. The user has agreed to indemnify this reporting bureau for any damage arising from reliance on the information, and this report is furnished in reliance upon that indemnity. It must be used in strict accordance and complies with the provisions of Public Law 91-508, the Fair Credit Reporting Act. Reporting bureau certifies that all Residential Mortgage Credit Reports meet the standards prescribed by FRMA, FIMC, FISA, VA and the Federal Home Administration.

# **ATTACHMENT H**

- Compliance Documents
- Proposer's Declaration and Affidavit
- Disposition of Proposals
- Contractor Responsibility Ordinance Statement
- Equal Benefits Ordinance Statement
- CEC Form 50
- CEC Form 55
- Iraq Construction Act of 2010 Compliance
- Financial Offer Form
- Capital Investment Form
- Construction Budget
- Equipment & Furnishings
- Terms and Conditions Acceptance Form

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

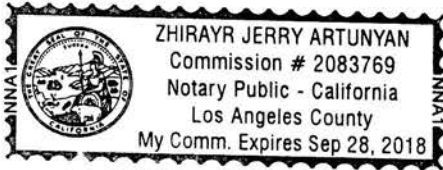
CIVIL CODE § 1189

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

State of California }  
County of Los Angeles

On 2/8/2018 before me, ZHIRAYR JERRY ARTUNYAN (NOTARY PUBLIC)  
Date Here Insert Name and Title of the Officer  
personally appeared Mais Azarian  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, MAIS AZARIAN

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

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

is of AM BEST FOOD INC.  
(Name of firm / business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

Subscribed and sworn to before me this 8 day of February

[Signature]  
(Signature)

February 1, 2018  
(Month / Year)

President  
(Title)

ZHIVAGH GERBARTJANYAN (NOTARY PUBLIC)  
(Notary Public)

02/08/18  
(Date)

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

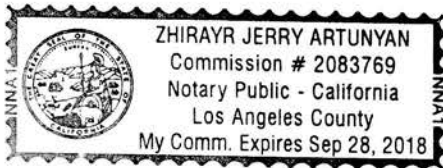
CIVIL CODE § 1189

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

State of California }  
County of LOS ANGELES }

On 2/8/2018 before me, ZHIRAYR JERRY ARTUNYAN (NOTARY PUBLIC)  
Date Here Insert Name and Title of the Officer  
personally appeared Gnel Khachatryan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian of Conservator  Trustee  Guardian of Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, Onel Khachaturyan

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

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

is of AM Best Food, INC  
(Name of firm / business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA  
COUNTY OF Los Angeles

Subscribed and sworn to before me this 8 day of

[Signature]  
(Signature)

February, 2018  
(Month / Year)

Vice President  
(Title)

[Notary Signature]  
(Notary Public)

02-08-2018  
(Date)

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

**Disposition of Proposals**


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

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

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

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

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

  
\_\_\_\_\_  
Signature of person authorized to bind proposer

02/07/2018  
\_\_\_\_\_  
Date

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.** In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

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

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

Los Angeles City Dept. of Recreation and Parks	Stanley Woo	213-202-5670
City Department/Division Awarding Contract	City Contact Person	Phone
CON-G17-007 'LOS FELIZ'		
City Bid or Contract Number (if applicable) and Project Title		

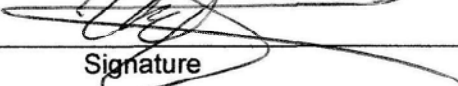
**BIDDER/CONTRACTOR INFORMATION**

AM BEST FOOD INC.			
Bidder/Proposer Business Name			
3207 LOS FELIZ BLVD	LOS ANGELES	CA	90039
Street Address	City	State	Zip
MAIS AZARIAN / PRESIDENT		818-433-0333	N/A
Contact Person, Title		Phone	Fax

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

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

MAIS AZARIAN / PRESIDENT		02/07/2018
Print Name, Title	Signature	Date

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

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

**Corporation:** Date incorporated: 01 / 19 / 2009 State of incorporation: CALIFORNIA

List the corporation's current officers.

President: MAIS AZARIAN

Vice President: GNEL KHACHATRYAN

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

**The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

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

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

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

If **Yes**, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

7. How many years has your firm been in business?        9     Years.

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

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

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

Check the box if you have not had any similar contracts in the last five years

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

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

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

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

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

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

**F. DISPUTES**

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

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

(c) Employment-related litigation brought by an employee?

**Yes**     **No**

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

**Yes**     **No**

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

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

**Yes**     **No**

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

**G. COMPLIANCE**

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**     **No**

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

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

**Yes**     **No**

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



**SERVICE**

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

Yes  No

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

**H. BUSINESS INTEGRITY**

19. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term "firm" includes any owners, partners, or officers in the firm. The term "owner" does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check **Yes** to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term "owner" does not include those who own stock in a publicly traded corporation.

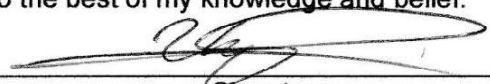
Yes  No

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

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

MAIS AZARIAN / PRESIDENT



02/07/2018

Print Name, Title

Signature

Date

## ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

ENTITY NAME: AM BEST FOOD INC  
PURPOSE OF CONTRACT: OPERATIONAL MAINTENANCE OF THE LOS FELIZ CAFE  
AND THE ROOSEVELT GOLF CAFE  
TOTAL COST: MONTHLY RENTAL FEE AS FOLLOWS: EIGHT PERCENT (8%) OF  
THE GROSS RECEIPT PRODUCED BY FOOD AND BEVERAGE SALES EACH  
MONTH. MINIMUM ANNUAL RENT OF TWENTY FOUR THOUSAND DOLLARS  
(\$24,000)  
  
STARTING DATE: JULY 23, 2009  
ENDING DATE: CONTRACT IS ON-GOING, HAS BEEN RENEWED ON YEARLY  
BASIS.

City of Los Angeles  
 Department of Public Works  
 Bureau of Contract Administration  
 Office of Contract Compliance  
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
 Phone: (213) 847-2625 E-mail: [bca.eoec@lacity.org](mailto:bca.eoec@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

Company Name: AM Best Food Inc. BAVN Company ID # 66570

Company Address: 3207 Los Feliz Blvd

City: Los Angeles State: CA Zip: 90039

Contact Person: Mais Azarian Phone: (818) 433-0338 Email: myintoplace2003@yahoo.com

Approximate Number of Employees in the United States: 8

Approximate Number of Employees in the City of Los Angeles: 5

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor's operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor's presence at or on the property is connected to a Contract with the City; and
- C. The Contractor's employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners."

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.
- ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

**SECTION 4. DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

AM Best Food Inc will comply with the Equal Benefits Ordinance requirements as indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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.

Executed this 21 day of June, in the year 2015, at Los Angeles, CA  
(City) (State)

*Mais Azarian* 3207 Los Feliz Blvd  
Signature Mailing Address

Mais Azarian Los Angeles CA 90039  
Name of Signatory (please print) City, State, Zip Code

President 26-4257379  
Title EIN/TIN

**EBO COMPLIANCE**

City of Los Angeles  
Department of Public Works  
Bureau of Contract Administration  
Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Phone: (213) 847-2625 E-mail: [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org)

**EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT**

Prime contractors must certify compliance with Los Angeles Administrative Code (LAAC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

**SECTION 1. CONTACT INFORMATION**

Company Name: AM BEST FOOD INC. BAVN Company ID # 66570

Company Address: 3207 LOS FELIZ BLVD.

City: LOS ANGELES State: CA Zip: 90039

Contact Person: MAIS AZARIAN Phone: 818-433-0333 E-mail: MYINFOPLACE2003@YAHOO.COM

Approximate Number of Employees in the United States: 9

Approximate Number of Employees in the City of Los Angeles: 9

**SECTION 2. EBO REQUIREMENTS**

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

- A. The contractor’s operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
- B. The contractor’s operations located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the contractor’s presence at or on the property is connected to a Contract with the City; and
- C. The Contractor’s employees located elsewhere in the United States, but outside of the City Limits, if those employees are performing work on the City Contract.

A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners.”

**EBO COMPLIANCE**

**SECTION 3. COMPLIANCE OPTIONS**

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- ..... I have no employees.
- ..... I provide no benefits.
- ..... I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- ..... I provide equal benefits as required by the City of Los Angeles EBO.
- ..... I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- ..... All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- ..... Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) \_\_\_\_\_.
- ..... Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.


**SECTION 4. DECLARATION UNDER PENALTY OF PERJURY**

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance. I will notify the City's Designated Administrative Agency if any changes are made that will affect our compliance with the Equal Benefits Ordinance. Furthermore, I understand that failure to comply with LAAC Section 10.8.2.1 et seq., Equal Benefits Ordinance may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply with the Equal Benefits Ordinance as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

AM BEST FOOD INC. will comply with the Equal Benefits Ordinance requirements as  
Company Name  
indicated above prior to executing a contract with the City of Los Angeles and will comply for the entire duration of the contract(s).

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.

Executed this 8 day of JANUARY, in the year 2018, at LOS ANGELES, CA  
 (City) (State)

  
 Signature 3207 LOS FELIZ BLVD.  
 Mailing Address

MAIS AZARIAN  
 Name of Signatory (please print) LOS ANGELES, CA 90039  
 City, State, Zip Code

PRESIDENT  
 Title 26-4257379  
 EIN/TIN

# LWO –DEPARTMENTAL EXEMPTION APPLICATION

## EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

### TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: \_\_\_\_\_

### EXEMPTION INFORMATION:

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

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

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

Print Name of Person Completing This Form \_\_\_\_\_

Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

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

### AWARDING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

# LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

## OCC DETERMINATION/APPROVAL REQUIRED

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

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

CONTRACTOR INFORMATION:	
1. Company Name: _____ Phone Number: _____	
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	
NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS	
REQUEST FOR NON-COVERAGE DETERMINATION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	A <i>detailed</i> memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.
EXEMPTION INFORMATION:	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	Provide a copy of grant-funding agency's determination to the OCC.
TO BE REQUESTED BY CONTRACTORS ONLY	
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.
By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.	
_____ Print Name of Person (Contractor) Completing This Form	_____ Signature of Person (Contractor) Completing This Form
_____ Title	_____ Date
_____ Phone #	
<b>ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.</b>	
AWARDING DEPARTMENT USE ONLY:	
Dept: _____	Contract #: _____
Dept Contact: _____	Contact Phone: _____
OCC USE ONLY:	
Approved / Not Approved – Reason: _____	
By OCC Analyst: _____	Date: _____





City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mall Stop 129  
(213) 978-1960

## Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

<b>Bid/Contract/BAVN Number:</b> CON-G17-007 'LOS FELZ'	<b>Awarding Authority (Department):</b> RECREATION AND PARKS
------------------------------------------------------------	-----------------------------------------------------------------

<b>Name of Bidder:</b> AM BEST FOOD INC.	<b>Phone:</b> 818-433-0333
---------------------------------------------	-------------------------------

<b>Address:</b> 3207 LOS FELIZ BLVD LOS ANGELES CA 90039
-------------------------------------------------------------

<b>Email:</b> MYINFOPLACE2003@YAHOO.COM
--------------------------------------------

### CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
  2. The provision of goods, equipment, materials, or supplies;
  3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: 02/07/2018

Signature: 

Name: MAIS AZARIAN

Title: PRESIDENT



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

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

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

**Reference Number** (bid or contract number, if applicable):  
 CON-G17-007 'LOS FELIZ'

**Date Bid Submitted:**  
 02/13/2018

**Description of Contract** (title of RFP and services to be provided):  
 GOLF COURSE FOOD AND BEVERAGE SERVICE

**City Department Awarding the Contract:**  
 Recreation and Parks

### BIDDER INFORMATION

Name: AM BEST FOOD INC.  
 Address: 3207 LOS FELIZ BLVD., LOS ANGELES, CA 90039  
 Email: MYINFOPLACE2003@YAHOO.COM Phone: 818-433-0333

### SCHEDULE SUMMARY

*Please complete all three of the following:*

**1. SCHEDULE A — Bidder's Principals** (check one)

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

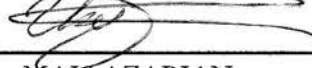
**2. SCHEDULE B — Subcontractors and Their Principals** (check one)

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

**3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** \_\_\_\_\_

### BIDDER'S CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.*

Date: 02/08/2018 Signature:   
 Name: MAIS AZARIAN  
 Title: PRESIDENT



Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
(213) 978-1960  
ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

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

Check this box if additional Schedule A pages are attached.

Name: GNEL KHACHATRYAN Title: VICE-PRESIDENT

Address: 3207 LOS FELIZ BLVD., LOS ANGELES, CA 90039

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_



# **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

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

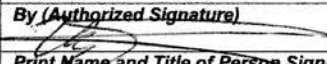
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

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

## **OPTION #1: CERTIFICATION**

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

<b>Vendor Name/Financial Institution (printed)</b> AM BEST FOOD INC.		<b>BTRC (or n/a)</b> N/A
<b>By (Authorized Signature)</b> 		
<b>Print Name and Title of Person Signing</b> MAIS AZARIAN / PRESIDENT		
<b>Date Executed</b> 02/07/2018	<b>City Approval (Signature)</b>	<b>(Print Name)</b>

## **OPTION #2: EXEMPTION**

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

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

**FINANCIAL OFFER FORM**  
Package 5  
Los Feliz

**Monthly Rent Commitment**

During Year One of this Concession Agreement, for and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a monthly concession fee of the greater of:

One twelfth of a Minimum Annual Guarantee of **(amount entered below must be at least \$70,000):**

\$ 77,000.00 \_\_\_\_\_

or

A percentage of gross sales by category as shown below:

<b>CATEGORY (not all may apply)</b>	<b>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</b>
Food and non-alcoholic beverages	Ten Percent ( 10 %)
Alcohol	TWELVE AND ONE-HALF PERCENT ( 12.5%)
Special Events	N/A ( %)
Vending Machines	N/A ( %)
Other #1 (Define: _____)	N/A ( %)
Other #2 (Define: _____)	N/A ( %)

**THE MINIMUM ANNUAL GUARANTEE FOR YEARS TWO THROUGH TEN IS THE GREATER OF 103% OF THE PREVIOUS YEAR'S MAG OR 90% OF THE ACTUAL PAID RENT FOR THE PREVIOUS CONTRACT YEAR.**

Prepared By:  \_\_\_\_\_  
(Authorized Signature) MAIS AZARIAN  
(Print Name)

AM BEST FOOD INC. PRESIDENT  
(Company Name) (Title)

02/07/2018  
(Date)

**CAPITAL INVESTMENT FORM**

**PACKAGE #** 5

Proposer AM BEST FOOD INC.

**Capital Investment Offer**

1. Proposed Capital Investment for Leasehold Improvements \$300,000.00 (A)  
 (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
CAPITAL INVESTMENTS (NEW CONSTRUCTION AND IMPROVMENTS)	\$300,000.00
<u>SEE CAPITAL INVESTMENTS PG. 6 FOR COMPLETE DETAILES</u>	

2. Proposed Capital Investment for Furniture, Fixtures, and Equipment \$ 155,077.00 (B)  
 (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

<u>Description</u>	<u>Amount</u>
FURNITURE, FIXTURES AND EQUIPMENT (SEE ATTACHMENT H)	\$124,076.00
START UP COST (IVENTORY, PERFORMANCE DEPOSITE, TRAINING ETC.)	\$31,000.00

3. Architectural, engineering, and in-house fees (not to exceed 15%) \$ 15,000.00 (C)

Total Capital Investment Commitment (add A + B + C above) = \$ 470,077.00

Total Mid-term Refurbishment Commitment \$ 40,000.00

Signature of Authorized Person:  Date: 02/07/2018

Printed Name: MAIS AZARIAN Title: PRESIDENT

**Note: please use a separate form for each package on which you are proposing and attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.**

# Construction Budget

## Los Feliz Cafe

- |                                                                                                                                                                                                                                                      |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 1. Construction of new outdoor covered patio at Los Feliz Blvd;<br>Construct steel framed columns and beams (approx.22ft x 30ft)<br>Construct roof frame and install built up roofing system.<br>Construct new Plexiglas fence along Los Feliz Blvd. | \$55,000 |
| 2. Construct Extended Open Patio at Los Feliz Blvd.;<br>Build Canvas roof structure to cover the open patio.<br>Install paver tile floor, Plant shrubs as a fence.                                                                                   | \$25,000 |
| 3. Construction of new Walk-in cooler;<br>Construct new 9'-10" x 11'-3" walk-in cooler<br>Stucco exterior wall, Polyurethane insulation and sooth metal finish                                                                                       | \$45,000 |
| 4. Kitchen repair;<br>Install new stainless hood, hook up new cooking appliances,<br>Install new tile floor, apply new coat of washable paint at ceiling and wall                                                                                    | \$50,000 |
| 5. Bar;<br>Remove existing bar and install 15 feet long 6 seating bar<br>Install new back service counter                                                                                                                                            | \$30,000 |
| 6. Dining Room;<br>Install new wood floor tile at both dining room and existing patio                                                                                                                                                                | \$25,000 |
| 7. Patio Windows;<br>Remove existing plastic cover and install new flexi glass sliding windows.                                                                                                                                                      | \$45,000 |
| 8. Landscaping;<br>Install shrubs along Los Feliz Blvd, install new planting as shown on plan,<br>Provide automatic sprinkler system.                                                                                                                | \$25,000 |

---

Total Construction Budget	\$300,000
---------------------------	-----------



## Existing Equipment List:

Quantity / Description / Brand

(1ea) Gas Countertop Griddle 72" WOLF

(1ea) Panini Grill

(2ea) Coffee Brewer Automatic

(1ea) Waffle Maker

(1ea) Fryer FRYMASTER

(3ea) Blender BAR VITA-MIX

(1ea) Vegetable Slicer-Cutter HOBART

(1ea) Vegetable Dryer

(1ea) Stock Pot GAS CHARLES

(1ea) Stock Pot GAS STRATUS

(1ea) Freezer 30x30 TRUE

(4ea) Commercial Toaster

(1ea) Chef Base Refrigerator 84" Drawer DELFIELD

(1ea) Sandwich Table 36" Refrigerator EVEREST

(2ea) Sandwich Table 48" Refrigerator TRUE

(3ea) Ice Cooler

(4ea) Electric Water Cooler HANEYWELL

(1ea) Orange Juice Maker LISTARKA

(1ea) Compartment Sink 96"

(1ea) Meat Slicer HOBART

(1ea) Meat Grinder Electric

(3ea) Steel Prep Table 24x24

(1ea) Steel Prep Table 60x30

(1ea) Steel Prep Table 32x72

(1ea) Steel Prep Table 20x36

(1ea) Steel Prep Table 12x96

(8ea) Table 36x36

(12ea) Table 24x24

(10ea) Table 42x30

(9ea) Outdoor Benches

(2ea) Bussing Cart

(1ea) Food Warmer

(1ea) Microwave Oven SHARP

(1ea) Soup Kettle

(4ea) Shelving Steel 60" Steel

(3ea) Shelving Steel 48" Steel

(2ea) Shelving Steel 36" Steel

(4ea) Electric Heater

(6ea) Gas Heater

(3ea) air blower

(10ea) Patio Umbrellas

(300ea) Fork / (300ea) Knife / (150ea) Teaspoon / (450ea) Plates-3sizes / (300ea) Coffee Glasses / (300ea) Glasses / (50ea) Plastic containers -2sizes / (60ea) Steel Containers -4sizes / (6ea) Cutting Board (40ea) Napkin Holders / (6ea) Trashcan / (6ea) Floor Mats / (20ea) Chef Knives Different Sizes.

- 1 Storage container 8x14.
- 16 Cameras (outdoor and indoor) installed+manitor+recorder.
- Entertainment System w/t 8 surround system speakers.
- POS SYSTEM: (Mobilbytes) 2 Main Station / 4 Handles.

# Invoice

01/30/2018

**Project:**  
LOSFELIZ

**From:**  
Ideal Kitchen Supply  
Nick Barseghian  
1133 W. Glenoaks Blvd  
Glendale, CA 91202-2633  
(818)240-7303 101

Project Code: 923

Job Reference Number: 923

Item	Qty	Description	Net	Net Total
1	1 ea	<b>COFFEE BREWER</b> Bloomfield Ind. Model No. 1082AFL EBC™ Thermal Brewer, 17-3/4" H, 10" W x 17" D, pour-over option, low profile, touch keypad, brew cycle timer, hot water faucet, after hours mode to save energy, stainless steel water tank, NEMA 5-15P, 120v, 1800w, 15 amps, NSF, UL Dimensions 17.75(h) x 10(w) x 17(d) 1 ea 2 year parts & labor warranty, standard Class 125 Weight: 28 lbs total	\$1,266.00	\$1,266.00
			<b>ITEM TOTAL:</b>	<b>\$1,266.00</b>
2	150 ea	<b>PLATE</b> Custom Model No. 53980 12" PLATE	\$6.95	\$1,042.50
			<b>ITEM TOTAL:</b>	<b>\$1,042.50</b>
3	3 ea	<b>JUICER, ELECTRIC</b> JB Prince Model No. P220 Santos Fruit & Vegetable Juicer, 18"W x 13" D x 20"H, 1 liter per minute, stainless steel, NSF, 110v/60/1-ph, 1hsp Dimensions 20(h) x 18(w) x 13(d) 3 ea 12 month warranty, parts and labor Weight: 159 lbs total	\$2,595.00	\$7,785.00
			<b>ITEM TOTAL:</b>	<b>\$7,785.00</b>
4	1 ea	<b>GLASSWASHER</b> Eurodib USA Model No. S480EKDPS Lamber Electronic Glasswasher, undercounter, (60) racks/hour, soft touch electronic control panel, rinse aid dispenser, detergent pump, drain pump, tank drain unit with filter, thermocontrol, security thermostat, (2) 16" x 16" glass baskets, (1) saucer insert, (1) cutlery container, stainless steel, 208-240v/60/1-ph, 16 amps, 3.2 kW, UL, cULus, ENERGY STAR® Dimensions 29.5(h) x 19(w) x 20.25(d) 1 ea 1 year parts & labor warranty on all electrical equipment, standard Weight: 140 lbs total	\$1,860.98	\$1,860.98

Item	Qty	Description	Net	Net Total
			<b>ITEM TOTAL:</b>	<b>\$1,860.98</b>
5	1 ea	<b>PLANETARY MIXER</b> Hobart Model No. HL400-1 200-240/50/60/3 Mixer; w/o attachments; US/EXP configuration Legacy Planetary Mixer - Unit Only, 1.5 hp, 40 quart capacity, (3) fixed speeds, gear-driven transmission, 20 min. timer, #12 taper attachment hub, manual bowl lift, bowl guard	\$13,635.00	\$13,635.00
	1 ea	Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA Weight: 421 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$13,635.00</b>
6	1 ea	<b>FRYER DUMP STATION</b> ANETS Model No. AEH-BNB-14 Bread & Batter Cabinet, with BNB dump station, fryer match design, 15-5/8" wide, includes: 4-5/8" recess pan, removable drain screen & basket hanger, bottom shelf, (4) 9" adjustable legs, stainless steel front, sides, door & splash back, aluminized back, NSF, cULus, UL EPH Dimensions 46.13(h) x 15.63(w) x 34.47(d)	\$1,304.00	\$1,304.00
	Class 85	Weight: 150 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$1,304.00</b>
7	1 ea	<b>CONVECTION OVEN, ELECTRIC</b> Belshaw Adamatic Model No. BX4E-208V-DOUBLE (0079955763T) (2) BX Convection Ovens, electric, (4) 26" x 18" pan capacity, Eco Touch controller, 240 program touch screen with color graphics and menu capability, steam injection, double glazed viewing window, cool to touch oven-doors hinged on left side, insulated stainless steel, double stacked ovens with 26" stand with 4 shelves, (2) 208v/60/3-ph, cETLus, UL, NSF, ENERGY STAR® Dimensions 68(h) x 34(w) x 46(d)	\$15,500.00	\$15,500.00
	1 ea	One year parts & labor warranty, standard		
	Class 85	Weight: 674 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$15,500.00</b>
8	1 ea	<b>DOUGH OPENER</b> Skyfood Equipment Model No. AMP-400 Pizza Dough Opener, up to 15-3/4" diameter, up to 240 dough pies/hour production, safety switch, removable front panel, stainless steel construction, adjustable legs with anti-slip feet, 1/2 HP, 115v/60/1-ph Dimensions 29.75(h) x 27.75(w) x 23.25(d)	\$5,500.00	\$5,500.00
		Weight: 155 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$5,500.00</b>
9	30 ea	<b>TBLE</b> Custom Model No. BBT-TW 42"X30" WOOD TABLE	\$135.00	\$4,050.00
			<b>ITEM TOTAL:</b>	<b>\$4,050.00</b>
10	100 ea	<b>CHAIR</b>	\$69.95	\$6,995.00

Initial: \_\_\_\_\_


Item	Qty	Description	Net	Net Total
		Custom Model No. MJ-106N WOOD CHAIR		
			<b>ITEM TOTAL:</b>	<b>\$6,995.00</b>
11	2 ea	<b>BLENDER, BAR</b> Vitamix Model No. 34013 Touch & Go® 2 Blending Station®, on-counter, stackable 32 oz. (0.9 liter) capacity, BPA free Tritan™ Advance® container, electronic touch pad controls, (34) programs, includes: 2-4/5" dia. includes Advance® blade assembly & lid, removable compact cover, 27.2"H with lid open, 2-peak HP, 120v/50/60/1-ph, 11.5 amps, RoHS compliant, cULus, CE, NSF Dimensions 19.4(h) x 9.3(w) x 10.5(d) 2 ea 3 years warranty on motor base parts & 1 year warranty on labor, standard Class 85 Weight: 44 lbs total Cube: 4.6	\$999.00	\$1,998.00
			<b>ITEM TOTAL:</b>	<b>\$1,998.00</b>
12	1 ea	<b>BLENDER STATION</b> Krowne Metal Model No. 18-12BDL Standard 1800 Series, Underbar Blender/Dump Sink Station, modular add-on unit, 12"W x 22-1/2"D (to match speedrail depth), 3-1/2"H backsplash, 12" wide x 10" front-to-back x 7" deep sink bowl with 1-1/2" drain, 4" O.C. splash mount faucet with swing spout (low lead compliant), 8"D recessed blender shelf with metal utility box mounted underneath for GFCI receptacle (not included), stainless steel construction, (2) galvanized legs on left with adjustable plastic bullet feet, NSF Dimensions 30(h) x 12(w) x 22.5(d) 1 ea H-109 Upgrade to Royal Series Faucet, heavy duty (please specify model # of sink) 1 ea 21-311 Krowne Wrist Handle Kit (interchangeable with most brands) Class 150 Weight: 31 lbs total	\$359.50	\$359.50
			\$55.00	\$55.00
			\$30.75	\$30.75
			<b>ITEM TOTAL:</b>	<b>\$445.25</b>
13	1 ea	<b>DRAFT BEER COOLER</b> Everest Refrigeration Model No. EBD3-BBG Back Bar & Direct Draw Keg Refrigerator Combo, two-section, 68"W, 24.01 cu. ft. capacity, (1) 1/2 & (1) 1/4-slim barrel capacity, (360) 12 oz. can or (240) 12 oz. bottle capacity, (1) solid & (1) glass door, (2) shelves, (1) single faucet, (1) 3" diameter insulated stainless steel draft tower(NSF) with air distributor, side mounted refrigeration system, stainless steel countertop, textured & laminated black vinyl exterior, galvanized steel interior wall & stainless steel floor, shielded LED interior light, 115v/60/1-ph, NEMA 5-15P, 1/4 HP, 4.50 amps, ETL Safety, ETL-Sanitation Dimensions 37.25(h) x 68(w) x 27(d) 1 ea Parts and labor: Total 3 years from installation date (there is no more additional 6 months warranty this time) 1 ea Compressor: Total 5 years from installation date	\$6,215.40	\$6,215.40

Item	Qty	Description	Net	Net Total
Class 150		Weight: 337 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$6,215.40</b>
14	2 ea	<b>DRAFT BEER COOLER</b> Everest Refrigeration Model No. EBD2-BBG Back Bar & Direct Draw Keg Refrigerator Combo, two-section, 57-3/4"W, 20.09 cu. ft. capacity, (1) 1/2 barrel capacity, (280) 12 oz. can or (192) 12 oz. bottle capacity, (1) solid & (1) glass door, (2) shelves, (1) single faucet, (1) 3" diameter insulated stainless steel draft tower (NSF) with air distributor, side mounted refrigeration system, stainless steel countertop, textured & laminated black vinyl exterior, galvanized steel interior wall & stainless steel floor, shielded LED interior light, 115v/60/1-ph, NEMA 5-15P, 1/4 HP, 4.50 amps, ETL Safety, ETL-Sanitation Dimensions 37.25(h) x 57.75(w) x 27(d)	\$5,815.80	\$11,631.60
	2 ea	Parts and labor: Total 3 years from installation date (there is no more additional 6 months warranty this time)		
	2 ea	Compressor: Total 5 years from installation date		
Class 150		Weight: 594 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$11,631.60</b>
15	1 ea	<b>UNDERBAR SINK UNITS</b> Krowne Metal Model No. 18-53C Standard 1800 Series, Underbar Sink Unit, three compartment, 60"W x 18-1/2"D, 3-1/2"H backsplash, 10" wide x 14" front-to-back x 10" deep compartments, 12" embossed drainboards on left & right, splash mount faucet with swing spout (low lead compliant), apron on front & sides, includes (3) removable overflow standpipes, stainless steel construction, galvanized legs with adjustable plastic bullet feet, NSF Dimensions 34(h) x 60(w) x 18.5(d)	\$630.00	\$630.00
	1 ea	H-109 Upgrade to Royal Series Faucet, heavy duty (please specify model # of sink)	\$55.00	\$55.00
	1 ea	S-24 Standard Series, Single Speed Rail, keyhole mount, 24"W x 4"D, stainless steel construction, NSF	\$37.50	\$37.50
Class 150		Weight: 89 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$722.50</b>
16	2 ea	<b>ICE BIN</b> Krowne Metal Model No. 21-24-7 Standard 2100 Series, Underbar Ice Bin/Cocktail Unit, built-in 7-circuit cold plate, 24"W x 21"D O.A., 80-lb capacity, 4-1/2"H backsplash, 12" deep stainless steel bin liner, 1/2" drain, includes bottle wells, stainless steel top, front, & sides, galvanized legs with adjustable plastic bullet feet, NSF (flyer LIST price) Dimensions 35(h) x 24(w) x 21(d)	\$850.00	\$1,700.00
Class 150		Weight: 240 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$1,700.00</b>
17	8 ea	<b>CHAIR &amp; TABLE SET, OUTDOOR</b> Custom Model No. M-J out door table w/ chair	\$1,100.00	\$8,800.00

Item	Qty	Description	Net	Net Total
			<b>ITEM TOTAL:</b>	<b>\$8,800.00</b>
18	1 ea	<b>OVEN, GAS, CONVEYOR</b> Lincoln Impinger Model No. 1116-000-U Lincoln Impinger® II Express Conveyor Pizza Oven, Natural Gas, front loading, single-deck, single conveyor belt, glass access window, FastBake™ technology optional, 120v/60/1, 5.0 amps, 40,000 BTU, cULus, CE, UL Classified, CSA Star, CSA Flame Dimensions 42(h) x 56(w) x 39(d)	\$18,320.00	\$18,320.00
	1 ea	1 yr. standard warranty, per oven		
		Weight: 365 lbs total	Cube: 30.3	
			<b>ITEM TOTAL:</b>	<b>\$18,320.00</b>



Merchandise	\$108,771.23
Tax 9.5%	\$10,333.27
<b>Total</b>	<b>\$119,104.50</b>



**Lease for a competitive monthly rate  
Special pricing available for orders exceeding \$100,000.00.**

*\*Lease rates are subject to change and credit approval.  
Lease option applies to qualifying equipment only.*

For more information:  
[mef-foodservices.leserep.com/tools/quoter](http://mef-foodservices.leserep.com/tools/quoter)  
**Brian Dover**  
 Marlin Business Services  
 1-856-505-4368  
[bdover@marlinfinance.com](mailto:bdover@marlinfinance.com)

**Manufacturer Summary**

Mfr	FOB	ZIP	Class	Weight	Good Until	Terms	Notes
ANETS	Pembroke	03275	85	150			
Belshaw Adamatic	Auburn	98001-1754	85	674			
Bloomfield	Cookeville	38501	125	28			
Bloomfield	St. Louis	92629	125				
Custom							
Eurodib USA	Quebec	J4B 2X7		140			
Eurodib USA	Champlain	12919					
Everest	Compton	90220	150	931			
Hobart	Troy	45373-3000		421			
JB Prince	New York	10016		159			
Krowne	Wayne	07470	150	359			
Krowne	Wayne	07470	UPS	1			
Lincoln Impinger	Must verify FOB			365			
Lincoln Impinger	Cleveland	44110					
Skyfood	Miami	33142		155			
Vitamix	Cleveland	44138	85	44			

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$119,104.50





**DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSAL  
GOLF COURSE FOOD AND BEVERAGE  
(CON-G17-007)**

**TERMS AND CONDITIONS ACCEPTANCE FORM**

Proposing Entity: AM BEST FOOD INC.  
(Complete legal name/include DBA if applicable)

Entity Address: 3207 LOS FELIZ BLVD LOS ANGELES CA 90039  
CORPORATION

Organization Type: \_\_\_\_\_  
(Corporation, partnership, sole proprietor, etc.)

Contact Name: MAIS AZARIAN

Contact Telephone: 818-433-0333

Contact Fax: N/A

Email Address: MYINFOPLACE2003@YAHOO.COM

  
\_\_\_\_\_  
Authorized Signature

02/07/2018  
\_\_\_\_\_  
Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposal and the resulting contract, without exception.

Instructions:

- 1) Complete the above
- 2) Provide the appropriate signature of a person/officer authorized to bind the proposer
- 3) Submit one original wet signature with the original proposal and copies with all other copies of proposal

**PLEASE NOTE: FAILURE TO COMPLETE AND SIGN THIS FORM WITHOUT EXCEPTION WILL BE GROUNDS FOR ELIMINATION FROM THIS COMPETITIVE PROCESS.**



# GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for  
Food Service Institutions





## CENTER FOR GOOD FOOD PURCHASING STAFF EDITORS

**Alexa Delwiche**, Co-Founder & Executive Director

**Colleen McKinney**, Associate Director

## CENTER FOR GOOD FOOD PURCHASING GOVERNANCE BOARD

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**Allison Hagey**, Counsel, BraunHagey & Borden LLP

**Nathalie Laidler-Kylander**, Draper Richards Kaplan Foundation

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**Monte Roulier**, Co-Founder & President, Community Initiatives

**Ricardo Salvador**, Senior Scientist & Director, Food & Environment Program, Union of Concerned Scientists

**Chuck Savitt**, Founder and Senior Counselor, Island Press

**Douglass Sims**, Director of Strategy and Finance, Center for Market Innovation, Natural Resources Defense Council

**Wood Turner**, Vice President, Agriculture Capital

## GRAPHIC DESIGN

**Christina Bronsing-Lazalde**, Real Food Media

**“GOVERNMENTS HAVE FEW SOURCES OF LEVERAGE OVER INCREASINGLY GLOBALIZED FOOD SYSTEMS, BUT PUBLIC PROCUREMENT IS ONE OF THEM.**

When sourcing food for schools, hospitals, and public administrations, governments have a rare opportunity to to support more nutritious diets and more sustainable food systems in one fell swoop."

---

**OLIVIER DE SCHUTTER**

Former U.N. Special Rapporteur on the Right to Food (2014)

# ACKNOWLEDGEMENTS

The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

## CONTRIBUTORS

The Center for Good Food Purchasing would especially like to thank the following individuals for providing sustained guidance and direction during the development of the Good Food Purchasing Standards, Version 2.0:

**Angela Amico**, Center for Science in the Public Interest  
**JuliAnna Arnett**, San Diego County Department of Public Health (formerly)  
**Sujatha Bergen**, Natural Resources Defense Council  
**Erin Biehl**, Johns Hopkins Center for a Livable Future  
**Brian Bowser**, American Heart Association  
**Sarah Chang**  
**Andrew deCoriolis**, Farm Forward  
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**Christina Hecht**, University of California, Division of Agriculture and Natural Resources - Nutrition Policy Institute  
**Carolyn Hricko**, Johns Hopkins Center for a Livable Future  
**Jonathan Kaplan**, Natural Resources Defense Council  
**Cat Kirwin**  
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**Kathy Lawrence**, School Food Focus (formerly)  
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*The Center for Good Food Purchasing is a project of Community Partners.*



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# WHY PROCUREMENT?

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Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

By exercising their buying power and building Good Food purchasing practices into their work, food service institutions can influence supply chains and lead the movement for a values-based food system - a food system that is healthy, ecologically sound, economically viable, socially responsible, and humane.

While many institutions recognize that their food purchases can have a major impact on improving the food system and have the will to buy better food, often they have no idea where their food is coming from or how it was produced. And this is information that matters.

Creating a values-based food system begins with increasing transparency along the entire supply chain to better understand relationships between vendors, distributors and their suppliers.

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



## Public institutions, in particular, play a critical role in increasing access to Good Food.

Public institutions often provide food to communities with the least access to Good Food. Through their reach to some of the most vulnerable populations, public programs help ensure that all residents have access to healthy, high quality food. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. They provide a buffer against hunger and also serve as a primary source of nutrition for many residents, including children and seniors. By engaging in Good Food purchasing practices, public institutions that serve large numbers of low-income people can guarantee that Good Food is a right and not a privilege.

Public institutions spend taxpayer dollars to purchase food and as policymakers, they have the responsibility to ensure that public food contracts reflect a community's values. They have an opportunity to use the public contracting process to create greater accountability along their supply chains, by asking for companies with whom they work for strong commitments to transparency and the institution's values.

**Public institutions are community leaders - when they take a stand for their values, others follow.**



# GOOD FOOD PURCHASING PROGRAM® OVERVIEW

---

The Center for Good Food Purchasing's Good Food Purchasing Program provides a metric-based, flexible framework that encourages large institutions to direct their buying power toward five core values:

- 1 local economies,
- 2 environmental sustainability,
- 3 valued workforce,
- 4 animal welfare, and
- 5 nutrition

Through the Program, the Center works with institutions to establish supply chain transparency from farm to fork, evaluate how current purchasing practices align with the Good Food Purchasing Standards, set goals, measure progress, and celebrate successes in using institutional purchasing power to improve the food system.

## PARTICIPATION COMMITMENTS

Good Food Purchasing Program participants commit to the following core components:

- 1 Meet at least the baseline standard in each of the five value categories, as outlined in the Good Food Purchasing Standards;
- 2 Incorporate the Good Food Purchasing Standards and reporting requirements into new RFPs and contracts;
- 3 Establish supply chain transparency to the farm of origin that enables the commitment to be verified and tracked over time;
- 4 Commit to annual verification of food purchases by the Center to monitor compliance, measure progress, and celebrate success.

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

## GOOD FOOD VALUES

Improving equity, affordability, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

## LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

## ENVIRONMENTAL SUSTAINABILITY

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

## VALUED WORKFORCE

Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

## ANIMAL WELFARE

Source from producers that provide healthy and humane conditions for farm animals.

## NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.





## GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

---

The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

- 1** measuring an institution's baseline;
- 2** identifying goals and developing an action plan;
- 3** improving impact and tracking progress;
- 4** institutionalizing Good Food Purchasing goals; and
- 5** celebrating success.

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

**“ WE DIDN'T HAVE TO INVENT  
THE PROCESS FROM SCRATCH.  
WE COULD HAVE ASSISTANCE  
FROM A TRIED-AND-TRUE**

process, and at the same time, develop  
our own goals and processes that would  
reflect our values in our community.”

---

**EDWIN MARTY**

Food Policy Manager, City of Austin Office of Sustainability

# PHASE 1

---

Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

## STEP 1: BASELINE ASSESSMENT

### **Conduct Good Food Purchasing Program Overview Briefing:**

- Introductory meeting with institution and the Center.

### **Notify Vendors & Begin Data Collection:**

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

### **Collect & Submit Data:**

- Vendors submit data to institution. Institution shares data with the Center for review.

### **Conduct Baseline Assessment:**

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

## STEP 2: GOAL SETTING

### **Discuss Baseline Assessment:**

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

### **Develop Action Plan:**

- Institution, with technical support from the Center and any additional local partners, develops a multi-year Good Food Purchasing action plan roadmap.

# PHASE 2

---

Phase Two involves commitment to improving Good Food Purchasing practices over time, which is documented through annual verification and celebration of achievements. The Center issues a Good Food Provider verification seal to an institution once it meets at least a baseline standard in each of the five value categories.

## STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

### **Make Purchasing Shifts to Meet Action Plan Milestones**

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

### **Collect Updated Purchasing Data from Vendors:**

- Institution collects purchasing data from vendors annually.

### **Track Progress & Award Star Rating:**

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.

## ANNUAL REPORTING REQUIREMENTS

---

- 1) Submit Food Service Operations Overview form (i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served).
- 2) Submit Baseline Nutrition Self-Assessment.
- 3) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- 4) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
  - i. Product name;
  - ii. Unit type purchased (e.g. cases, bunches, packs);
  - iii. Number of units purchased;
  - iv. Volume per unit (e.g. ounces, lbs);
  - v. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
  - vi. Amount spent by institution for each product, to include:
    - i. Price per unit;
    - ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

## STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

### **Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts**

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

## STEP 5: CELEBRATE SUCCESS

### **Issue Verification Seal and Branded Materials** (When Applicable)

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

### **Publicly Recognize Leadership**

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.





## GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

---

The Good Food Purchasing Standards are a central component of the Good Food Purchasing Program. The Standards provide institutions with a roadmap for working towards a more sustainable and equitable food system. An institution is expected to meet a baseline in each value category by sourcing a certain percentage of food from producers that reflect each of the five values. The Standards set a basic minimum in each value category, but encourage institutions to earn higher levels of achievement through a flexible, points-based scoring system. Key aspects of the scoring system include:

## BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

## CERTIFICATION-BASED

Standards are primarily based off of third-party certifications that have been identified as meaningful and ranked by national experts in each category.

## FLEXIBLE, TIERED POINT SYSTEM

Performance is measured using a points-based formula in which points are accumulated based on level of achievement. There are three levels in each category, with higher levels worth more points. Points are awarded for each category individually, allowing institutions to accommodate their priorities and constraints by participating at the baseline in some categories and earning additional points by going above and beyond in other categories.

## AGGREGATION OF POINTS AND STAR RATING

Points earned in each category are added together to determine the overall number of points. A star rating is awarded based on the total number of points earned. The minimum score needed to earn One Star and the Good Food Provider seal is five (one point in each category). As points accumulate, higher star ratings are awarded according to the chart below. A participant that earns five or more points only receives the Good Food Provider seal if they meet the baseline standard in each category.

## INCREASED COMMITMENT OVER TIME

To maintain the star rating, an institution increases the amount of Good Food purchased each year.

## GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

# SAMPLE SCORESHEET

**Example:** Institution A serves nutritious meals to low-income children. They use their purchasing power to support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.

## LOCAL ECONOMIES

6 points

We create opportunities for businesses in our community to thrive. We purchase over 50% of our food from producers within 250 miles, including very small farmers and businesses owned by women and entrepreneurs of color.

## ENVIRONMENTAL SUSTAINABILITY

1 point

We purchase over 15% of food from producers with high environmental stewardship standards, including organic practices and chicken produced without routine antibiotics. We have also adopted a less meat, better meat strategy to decrease our carbon and water footprint.

## VALUED WORKFORCE

6 points

We purchase over 10% of our food from suppliers who pay their workers living wages and respect health and safety regulations. Many of the workers in our supply chain are represented by a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.

## ANIMAL WELFARE

1 point

Our menus feature plant-forward dishes, which has led to a 15% reduction in the total volume of animal products purchased. At the same time, we purchase higher welfare meat products.

## NUTRITION

3 points

We purchase whole, seasonal fruits and vegetables, prioritize plant based menu items and minimize added sugars and sodium. We feature our most nutritious menu items in high-visibility areas to make healthy choices easy.

**TOTAL:**

**17 POINTS**

**STAR RATING: ★★★★★**



**“THE GOOD FOOD PURCHASING PROGRAM PROVIDES US WITH A TOOL TO EVALUATE AND TALK IN CONCRETE TERMS ABOUT THE WORK WE'RE DOING TO IMPROVE OUR FOOD PROCUREMENT.**

It demonstrates in dollar terms the magnitude of the improvements we have made. It also provides a framework for setting goals around issues we haven't been able to work on yet, like increasing our purchases from suppliers with fair and humane labor practices.”

---

**JENNIFER LE BARRE**

Nutrition Services Director, Oakland Unified School District



# LOCAL ECONOMIES

---

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

# LOCAL ECONOMIES

## PURCHASING GOALS

### STRATEGIES

- INCREASE SPEND ON LOCAL FOOD

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

### POINTS AWARDED

#### LEVEL 1 BASELINE

#### **Option 1: Increase Local Food Spend**

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources).

OR

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

#### **Option 2: Submit Plan for Baseline Achievement Within 1 Year**

If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies Category.

#### **Increase Local Food Spend:**

25% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).

# 1

#### LEVEL 2

#### **Increase Local Food Spend:**

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources).

OR

10% of the total dollars spent annually on food products with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

#### **Increase Local Food Spend:**

25% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).

# 2

#### LEVEL 3

#### **Increase Local Food Spend**

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).

#### **Increase Local Food Spend:**

25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).

# 3

# LOCAL ECONOMIES

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

- 1** At least 1% of food is purchased from small scale and family or cooperatively-owned farms (per the USDA definition of farm size in the most recent USDA Census of Agriculture) and located within 250 miles.
- 1** At least 5% of food is grown/raised AND processed in the same county as institution.
- 1** At least 1% of food is purchased directly from farmer-owned businesses.
- 1** At least 1% of food is purchased from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers.
- 1** An institution purchases product from suppliers outside 250 mile range, but from small-scale operations and certified by Fairtrade International (FLO) or Small Producer Symbol (SPP).

### 1-3

DEPENDENT ON  
RIGOR OF PROGRAM

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.

Examples of qualifying initiatives:

- Help develop new distribution infrastructure to facilitate working with very small growers, processors or other food businesses.
- Guarantee a certain volume of purchases to small growers prior to each planting cycle.
- Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
- Finance suppliers' certification processes to help them participate in Level 3 certification initiatives.<sup>1</sup>

### 1-3

DEPENDENT ON  
RIGOR OF PROGRAM

Institution actively supports or sponsors initiatives that directly promote quality employment or business ownership opportunities for low-income entrepreneurs of color or disadvantaged communities.

Examples of qualifying initiatives:

- Establish a contract, MOU or other formal partnership to purchase food from a community-serving business/organization with a stated mission that includes providing jobs to people with barriers to employment such as those transitioning from homelessness, incarceration, substance abuse or foster care.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
- Establish a formal hiring policy, which prioritizes hiring local residents with barriers to employment.
- Establish a contract, MOU or other formal partnership to purchase food from a worker-owned cooperative that has a stated mission to serve or is majority-owned by disadvantaged populations.
- Support workforce development in the food industry for disadvantaged or vulnerable populations through scholarships for employees who participate in career pathway training programs or hire new employees directly from a workforce training program.

# LOCAL ECONOMIES

## QUALIFYING CRITERIA

The geographic radius of local is defined by region, with agreement by the Center, depending on regional variation in food production patterns. Otherwise, local is defined as:

### LEVEL 1

#### Size

- Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture)<sup>3</sup> (>\$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (>\$50 million)<sup>4</sup>

AND

#### Ownership

- Family farm<sup>5</sup> or cooperatively owned (or owner-operated boats for seafood)

AND

#### Geographic Radius

- Within 250 miles<sup>6</sup>

### LEVEL 2

#### Size

- Produce: Large scale operations (Between \$1 million and \$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between \$20 million and \$50 million)

AND

#### Ownership

- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

#### Geographic Radius

- Within 250 miles<sup>7</sup>

### LEVEL 3<sup>2</sup>

#### Size

- Produce: Large scale operations (Between \$1 million and \$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between \$20 million and \$50 million)

AND

#### Ownership

- Family farm or cooperatively owned (or owner-operated boats for seafood)

AND

#### Geographic Radius

- Within 250 miles<sup>8</sup>

<sup>2</sup> For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:

- 100% credit if source farm meets Level 3 criteria.
- 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria.
- 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.

<sup>3</sup> United States Department of Agriculture (January 2015). "2012 Census of Agriculture: Farm Typology." [https://www.agcensus.usda.gov/Publications/2012/Online\\_Resources/Typology/typology13.pdf](https://www.agcensus.usda.gov/Publications/2012/Online_Resources/Typology/typology13.pdf).

<sup>4</sup> Size ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based off of internal analysis of suppliers and align with Real Food Challenge's definitions.

<sup>5</sup> As defined by the USDA, a majority of the business is owned by the operator and individuals related to the operator. <https://www.ers.usda.gov/topics/farm-economy/farm-household-well-being/glossary.aspx#familyfarm>.

<sup>6</sup> Note: this radius is 500 miles for meat.

<sup>7</sup> Note: this radius is 500 miles for meat.

<sup>8</sup> Note: this radius is 500 miles for meat.





# ENVIRONMENTAL SUSTAINABILITY

---

Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant forward menus, which feature smaller portions of animal proteins in a supporting role.

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS

### STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

### LEVEL 1 BASELINE

#### Option 1: Increase Environmentally Sustainable Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 environmentally sustainable sources (see page 29 for qualifying criteria).

OR

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria).

#### Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon footprint<sup>9</sup> and water footprint<sup>10</sup> of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years;<sup>11, 12</sup>

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least two source reduction strategies<sup>13</sup> that address most wasted food items identified in audit. (See Appendix B for a menu of options).<sup>14</sup>

#### Option 3: Submit Plan for Baseline Achievement Within 1 Year:

If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.

### ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

#### Option 1: Increase Environmentally Sustainable Food Spend

25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation in the Good Food Purchasing Program (see page 29 for qualifying criteria).

#### Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year;

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).

**1**

<sup>9</sup> See next page for conversion factors for carbon footprint.

<sup>10</sup> See next page for conversion factors for water footprint.

<sup>11</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>12</sup> Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.

<sup>13</sup> Qualifying food resource recovery strategies will be determined based on adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.

<sup>14</sup> An institution may choose to conduct waste audit at a select number of sample sites.

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS, CONT.

### STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

### LEVEL 1 BASELINE

#### ADDITIONAL LEVEL 1 REQUIREMENTS

No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 25% of animal products<sup>15</sup> are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.<sup>16,17</sup>

At least 50% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.<sup>18</sup>

**To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.**

#### CONVERSION FACTORS FOR CARBON FOOTPRINT:

Food Product	lb CO2/lb edible
Beef	26.5
Cheese	9.8
Pork	6.9
Poultry	5.1
Fish	3.8
Other Dairy + Eggs	3.3

**Source:** Heller, M. C. and Keoleian, G. A. (2015), Greenhouse Gas Emission Estimates of U.S. Dietary Choices and Food Loss. *Journal of Industrial Ecology*, 19: 391–401.

#### CONVERSION FACTORS FOR WATER FOOTPRINT:

Food Product	Blue + Green gallons/lb edible
Beef	1,590
Pork	475
Cheese	382
Poultry	230
Other Dairy + Eggs	139
Fish	Pending

**Source:** Mekonnen, M.M. and Hoekstra, A.Y. (2012) A global assessment of the water footprint of farm animal products, *Ecosystems*, 15(3): 401–415.

<sup>15</sup> Animal product refers to any products derived from an animal, including meat, poultry, eggs and dairy.

<sup>16</sup> In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.

<sup>17</sup> Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

<sup>18</sup> See footnote 16 for definition.

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS, CONT.

### STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

### LEVEL 2

#### Option 1: Increase Environmentally Sustainable Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 environmentally sustainable sources (see page 29 for qualifying criteria).

OR

10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying sources).

#### Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years;<sup>19</sup>

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies<sup>20</sup> that address most wasted food items identified in audit and donate all recoverable food once per month.<sup>21</sup>

### LEVEL 2 ADDITIONAL REQUIREMENTS

At least 25% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>22, 23</sup>

#### Option 1: Increase Environmentally Sustainable Food Spend

25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation (see page 29 for qualifying criteria).

2

#### Option 2: Reduce Carbon and Water Footprint

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year;

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>24</sup>

<sup>19</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>20</sup> Qualifying food resource recovery strategies will be determined based adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.

<sup>21</sup> An institution may choose to conduct waste audit at a select number of sample sites.

<sup>22</sup> In qualifying products, antimicrobial drugs (both medically important and otherwise) may be used for disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.

<sup>23</sup> Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

<sup>24</sup> Refer to footnote 22 for definition.

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS, CONT.

### STRATEGIES

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND **OR**
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria);

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;<sup>25</sup>

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies<sup>26</sup> that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).<sup>27</sup>

### LEVEL 3 ADDITIONAL REQUIREMENTS

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>28, 29</sup>

### TARGET: YEAR 5

25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation;

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year;

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.

All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>30</sup>

POINTS AWARDED

**3**

### LEVEL 3

<sup>25</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>26</sup> Qualifying food resource recovery strategies will be determined based on adherence to EPA’s [Food Recovery Hierarchy](#). See Appendix B for menu of options.

<sup>27</sup> An institution may choose to conduct waste audit at a select number of sample sites.

<sup>28</sup> Refer to footnote 22.

<sup>29</sup> Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

<sup>30</sup> Refer to footnote 22.

# ENVIRONMENTAL SUSTAINABILITY

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 1** Institution participates in “Meatless Mondays” campaign or any equivalent meatless day program.
- 1** 100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
- 1** No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

# ENVIRONMENTAL SUSTAINABILITY

## QUALIFYING CRITERIA

### LEVEL 1

### LEVEL 2

### LEVEL 3

#### FRUITS & VEGETABLES

- Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or

Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.

- Protected Harvest certified; or
- Food Alliance certified; or
- Rain Forest Alliance certified; or
- Enrolled in Whole Foods Responsibly Grown program; or
- Platinum certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy; or
- USDA Transitional Organic Standard; or
- Sustainably Grown certified; or
- Salmon Safe; or
- LEAF (Linking Environment and Farming)

- USDA Organic; or
- Demeter Certified Biodynamic; or
- Produce grown in a farm or garden at the institution using organic practices

#### MILK & DAIRY

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

#### POULTRY

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

#### EGGS

- Certified Humane Raised and Handled

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

#### MEAT

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified; or
- Grasslands Alliance Standard

- USDA Organic

#### FISH (WILD)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide

- Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification

#### FISH (FARM-RAISED)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide<sup>31</sup>

#### GRAINS

- Pesticide-free

- Food Alliance Certified

- USDA Organic; or
- Demeter Certified Biodynamic

#### THIRD-PARTY CERTIFICATIONS





# VALUED WORKFORCE

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Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.



# VALUED WORKFORCE

## PURCHASING GOALS

### STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

### LEVEL 1 BASELINE

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

See page 32 for additional details.

AND

**Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources).

If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

See page 32 for additional details.

AND

**Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).

**1**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.

### LEVEL 2

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

See page 32 for additional details.

AND

**Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources).

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

See page 32 for additional details.

AND

**Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources).

**2**

### LEVEL 3

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

See page 32 for additional details.

AND

**Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources).

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

See page 32 for additional details.

AND

**Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources).

**3**

# VALUED WORKFORCE

## PURCHASING GOALS, CONT.

### STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

**TARGET: YEAR 1**

**TARGET: YEAR 5**

**POINTS AWARDED**

### DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS

#### **Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers<sup>32</sup> comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

- (1) Freedom of association and the right to collective bargaining.
- (2) Elimination of all forms of forced or compulsory labor.
- (3) Abolition of child labor.
- (4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

#### **Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

<sup>32</sup> Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor's supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.

# VALUED WORKFORCE

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 2** Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.
- 1** Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages.
- 1** Institution’s food service contractor meets Level 3 Valued Workforce criteria.
- 2** An institution or vendor has a Labor Peace policy or agreement

# VALUED WORKFORCE

## QUALIFYING CRITERIA

### LEVEL 1

#### Vendor and Suppliers

Have a social responsibility policy, which includes:

- (1) union or non-poverty wages;
- (2) respect for freedom of association and collective bargaining;
- (3) safe and healthy working conditions;
- (4) proactive policy on preventing sexual harassment and assault,
- (5) prohibition of child labor, as defined by the International Labour Organization (ILO)<sup>35</sup> and at least one additional employment benefit such as:
- (6) employer-paid health insurance
- (7) paid sick days;
- (8) profit-sharing with all employees;

OR

#### Vendor and Suppliers

Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

- Are certified by Fair for Life; or
- Are certified by Fairtrade America (Fairtrade International FLO); or
- Are certified by Fairtrade USA

### LEVEL 2

#### Vendor and Supplier

- Are Food Justice-Certified by the Agricultural Justice Project; or
- Are certified by the Equitable Food Initiative

### LEVEL 3<sup>33,34</sup>

#### Vendor and Supplier

- Have a union contract with their employees<sup>36</sup>; or
- Are a worker cooperative<sup>37</sup>

### THIRD-PARTY CERTIFICATIONS



Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- Use of slave or forced labor;
- Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;
- Use of child labor<sup>38</sup>

<sup>33</sup> Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 3 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:

- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meets Level 3 criteria.

<sup>34</sup> Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and charts progress toward a living wage; safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement, and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced no-retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers; and a focus on enforcement, with binding legal agreements that ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.

<sup>35</sup> <http://ilo.org/ipec/facts/lang-en/index.htm>.

<sup>36</sup> Unions cannot be controlled or backed by government or the employer

<sup>37</sup> As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the [Cooperative Principles and Values](#). The two central characteristics of worker cooperatives are: (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

<sup>38</sup> Federal and/or state law defines child labor for the supplier's industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the [ILO standard](#).



# ANIMAL WELFARE

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Source from producers that provide healthy and humane conditions for farm animals.

# ANIMAL WELFARE

## PURCHASING GOALS

### STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

### LEVEL 1 BASELINE

#### Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria).

OR

5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 15% of the total volume of animal products purchased with plant-based protein.

#### Option 1: Increase High Animal Welfare Food Spend

25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 25% of the total volume of animal products purchased with plant-based protein.

**1**

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

### LEVEL 2

#### Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

OR

10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 25% of the total volume of animal products purchased with plant-based protein.

#### Option 1: Increase High Animal Welfare Food Spend

35% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 35% of the total volume of animal products purchased with plant-based protein.

**2**

# ANIMAL WELFARE

## PURCHASING GOALS, CONT.

### STRATEGIES

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

### LEVEL 3

#### Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 35% of the total *volume* of animal products purchased with plant-based protein.

#### Option 1: Increase High Animal Welfare Food Spend

45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 40% of the total *volume* of animal products purchased with plant-based protein.

**3**

# ANIMAL WELFARE

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 2** Institution encourages plant-based diets by offering only vegan options.
- 1** Institution encourages plant-based diets by offering only vegetarian options.
- 1** 50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).



# ANIMAL WELFARE

## QUALIFYING CRITERIA

### LEVEL 1

### LEVEL 2

### LEVEL 3

	LEVEL 1	LEVEL 2	LEVEL 3
DAIRY	<ul style="list-style-type: none"> <li>▪ Certified Humane; or</li> <li>▪ USDA Organic<sup>39</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ PCO 100% Grassfed</li> </ul>	<ul style="list-style-type: none"> <li>▪ Animal Welfare Approved</li> </ul>
EGGS <sup>40</sup>	<ul style="list-style-type: none"> <li>▪ Certified Humane Cage Free; or</li> <li>▪ GAP Step 1, 2; or</li> <li>▪ USDA Organic<sup>41</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ American Humane Certified Pasture Raised<sup>42</sup>; or</li> <li>▪ Certified Humane Free Range; or</li> <li>▪ GAP Step 3</li> </ul>	<ul style="list-style-type: none"> <li>▪ Animal Welfare Approved; or</li> <li>▪ Certified Humane Pasture Raised; or</li> <li>▪ GAP Step 4, 5, 5+</li> </ul>
POULTRY	<ul style="list-style-type: none"> <li>▪ Certified Humane; or</li> <li>▪ GAP<sup>43</sup> Step 2, 3; or</li> <li>▪ USDA Organic<sup>44</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ Certified Humane Free Range<sup>45</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ Animal Welfare Approved; or</li> <li>▪ GAP Step 4, 5, 5+</li> </ul>
BEEF	<ul style="list-style-type: none"> <li>▪ Approved American Grassfed Association Producer; or</li> <li>▪ Certified Humane; or</li> <li>▪ GAP Step 1,2; or</li> <li>▪ USDA Organic<sup>46</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ PCO 100% Grassfed</li> </ul>	<ul style="list-style-type: none"> <li>▪ Animal Welfare Approved; or</li> <li>▪ Certified Grassfed by A Greener World; or</li> <li>▪ GAP Step 4, 5, 5+</li> </ul>
PORK	<ul style="list-style-type: none"> <li>▪ Certified Humane; or</li> <li>▪ GAP Step 1, 2; or</li> <li>▪ USDA Organic<sup>47</sup></li> </ul>	<ul style="list-style-type: none"> <li>▪ Gap Step 3</li> </ul>	<ul style="list-style-type: none"> <li>▪ Animal Welfare Approved; or</li> <li>▪ GAP Step 4, 5, 5+</li> </ul>
FISH <sup>48</sup>			

### THIRD-PARTY CERTIFICATIONS



<sup>39</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>40</sup> AHA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.

<sup>41</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>42</sup> Because American Humane Certified does not have a set of "Core Criteria" that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.

<sup>43</sup> GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.

<sup>44</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>45</sup> Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.

<sup>46</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>47</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>48</sup> Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.



# NUTRITION

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Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

# NUTRITION

## PURCHASING GOALS

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

**2**  
**CHECKS**

Items with High Priority designation are worth two checks per item met

### HEALTHY PROCUREMENT

- Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.<sup>49</sup>
- If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.<sup>50, 51</sup>
- Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.<sup>52</sup>
- All individual food items contain  $\leq$  480 mg sodium per serving.<sup>53</sup> Purchase “low sodium” ( $\leq$  140 mg sodium per serving) whenever possible.
- Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

### HEALTHY FOOD SERVICE ENVIRONMENT

- Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.<sup>54</sup>
- Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- Offer plant-based main dishes at each meal service.<sup>55</sup>

### HEALTH EQUITY

- Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.<sup>56</sup> Examples of qualifying initiatives:
  - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT.

<sup>49</sup> See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

<sup>50</sup> Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

<sup>51</sup> One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the [USDA Food Patterns: Healthy U.S.-Style Eating Pattern](#) for more information.

<sup>52</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

<sup>53</sup> **Sodium Standards for Purchased Food:**

- Canned and frozen seafood:  $\leq$  290 mg sodium per serving;
- Canned and frozen poultry:  $\leq$  290 mg sodium per serving;
- Sliced sandwich bread:  $\leq$  180 mg sodium per serving;
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas):  $\leq$  290 mg sodium per serving;
- Cereal:  $\leq$  215 mg sodium per serving;
- Canned or frozen vegetables:  $\leq$  290 mg sodium per serving;
- Recommend “reduced” sodium (per FDA definition) sauce and other condiments;
- Recommend purchasing cheese:  $\leq$  215 mg sodium per serving.

<sup>54</sup> Health Care Without Harm “Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

<sup>55</sup> To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

<sup>56</sup> Food or monetary donations for charitable causes do not count.

STRATEGIES

HIGH  
PRIORITY

# NUTRITION

## PURCHASING GOALS

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

1

### CHECK

Items with Priority designation are worth one check per item met

#### HEALTHY PROCUREMENT

- All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.<sup>57</sup>
- If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).<sup>58</sup>
- All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- At least 50% of grain products purchased are whole grain rich.<sup>59</sup>
- Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.<sup>60</sup> Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

#### HEALTHY FOOD PREPARATION

- Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming).

#### HEALTHY FOOD SERVICE ENVIRONMENT

- If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative<sup>61</sup> AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.
- Adopt one or more product placement strategies such as:
  - Prominently feature fruit and/or non-fried vegetables in high-visibility locations.
  - Display healthy beverages in eye level sections of beverage cases (if applicable).
  - Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).
- Healthy food and beverage items are priced competitively with non-healthy alternatives.
- Adopt one or more marketing/promotion/signage strategies, such as:
  - Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

<sup>57</sup> Low Sodium is 140 mg or less per RACC.

<sup>58</sup> Fat-Free is 0.5g or less per RACC; Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food; Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).

<sup>59</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.

<sup>60</sup> Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).

<sup>61</sup> A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

STRATEGIES

PRIORITY

# NUTRITION

## EXTRA POINTS & SCORING TARGETS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

- 1** **MENU LABELING**  
Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.
- 1** **PORTION CONTROL**  
Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).<sup>62</sup>
- 1** **CULTURALLY APPROPRIATE MENUS**  
Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.
- 1** **NUTRITION & FOOD SYSTEMS EDUCATION**  
For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:
  - Interactive/educational garden program
  - District-wide required nutrition curriculum
  - Farm/processing site visits to regional producers
- 1** **WORKSITE WELLNESS**  
Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.
- 1** **HEALTHY VENDING**  
Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.<sup>63</sup>

### PERCENTAGE OF CHECKLIST ITEMS MET

### SCORING TARGET

### POINTS AWARDED

51 - 64.9%

LEVEL 1

**1**

65 - 79.9%

LEVEL 2

**2**

80 - 100%

LEVEL 3

**3**

UP TO **6** EXTRA POINTS

<sup>62</sup> Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.

<sup>63</sup> Food Service Guidelines for Federal Facilities:  
[https://www.cdc.gov/obesity/downloads/guidelines\\_for\\_federal\\_concessions\\_and\\_vending\\_operations.pdf](https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf), pages 13-14.



## APPENDICES

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# APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [\$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

**RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable.** We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

**Local Economies:** support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

**Environmental Sustainability:** source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

**Valued Workforce:** Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

**Animal Welfare:** Source from producers that provide healthy and humane conditions for farm animals.

**Nutrition:** Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

# APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

## **RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:**

- (1)** Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
- (2)** Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
- (3)** Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
- (4)** Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

## **RESOLVED, that [Institution] commits to the following reporting requirements:**

- (1)** Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
- (2)** Submit Baseline Nutrition Assessment.
- (3)** Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
  1. Product name;
  2. Unit type purchased (e.g. cases, bunches, packs);
  3. Number of units purchased;
  4. Volume per unit (e.g. ounces, lbs);
  5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
  6. Amount spent by institution for each product, to include:
    - a. Price per unit;
    - b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.
- (4)** Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- (5)** Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
- (6)** Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

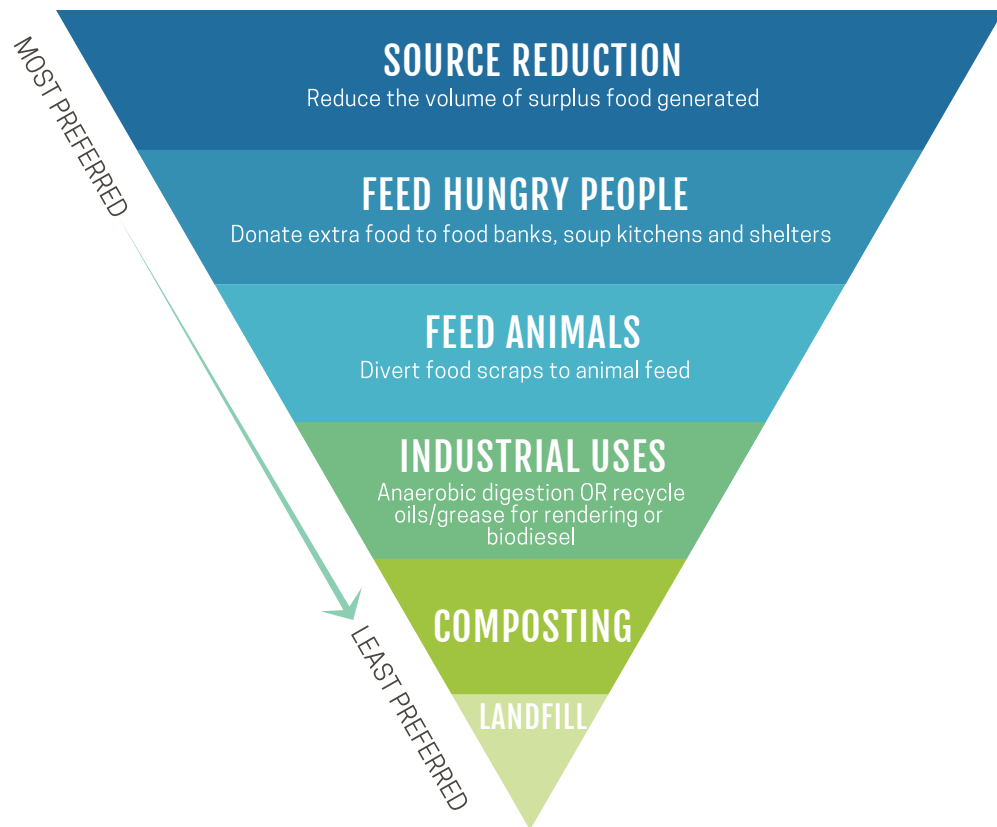


# APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD



The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
  - Feed Animals – divert food scraps to animal feed
  - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
  - Composting



According to the EPA, “each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy.”

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA’s Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

# APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

## SOURCE REDUCTION<sup>64</sup>

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste<sup>65</sup>
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- "Offer vs serve"
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don't get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

## RECOVERY<sup>66</sup> FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

## RECYCLING FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

<sup>64</sup> This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at <https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant>

<sup>65</sup> LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste. <http://www.leanpath.com>

<sup>66</sup> From Food Bus: <http://foodbus.org/toolkit/>

# APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

## PROCESSING CATEGORY

## DEFINITION

## EXAMPLES

### UNPROCESSED AND MINIMALLY PROCESSED FOODS AND BEVERAGES

**Unprocessed and minimally processed foods and beverages** include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.<sup>68, 69, 70, 71, 72</sup>

Examples include, but are not limited to fresh, chilled, frozen, vacuum- packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water.<sup>73</sup>

### MODERATELY PROCESSED FOODS AND BEVERAGES

**Moderately processed foods and beverages** are simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients.<sup>74, 75, 76, 77</sup> Additives are sometimes added to foods in this group.<sup>78</sup>

Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.

<sup>67</sup> Courtesy of San Diego County Department of Public Health

<sup>68</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

<sup>69</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>70</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

<sup>71</sup> Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition*. doi:10.3945/ajcn.114.100925

<sup>72</sup> Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

<sup>73</sup> Monteiro, C.A., Levy, R.B., Claro, R.M., Castro, I.R.R.D., & Cannon, G. (2010). A new classification of foods based on the extent and purpose of their processing. *Cadernos de saude publica*, 26(11), 2039-2049.

<sup>74</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

<sup>75</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>76</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

<sup>77</sup> Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition*. doi:10.3945/ajcn.114.100925

<sup>78</sup> Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leaving agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.

# APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
<b>ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS</b>	<b>Ultra-processed food and beverage products</b> are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensorial qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products. <sup>79, 80, 81, 82</sup>	Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.
<b>CULINARY INGREDIENTS</b>	<b>Culinary ingredients</b> are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages. <sup>83, 84, 85, 86</sup>	Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.
<b>FRESHLY PREPARED FOODS AND BEVERAGES</b>	<b>Freshly prepared foods and beverages</b> are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients. <sup>87</sup>	Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.

<sup>79</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

<sup>80</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>81</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

<sup>82</sup> Ultra-processed products may include an assortment of additives or ingredients not typically found in unprocessed/minimally processed and moderately processed foods or culinary ingredients. Examples of substances only found in ultra-processed products include some directly extracted from foods, such as casein, lactose, whey, and gluten, and some derived from further processing of food constituents, such as hydrogenated or interesterified oils, hydrolyzed proteins, soy protein isolate, maltodextrin, invert sugar and high fructose corn syrup.

<sup>83</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January-March 2016, 7, 1-3, 28-38.

<sup>84</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>85</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future, San Francisco, CA: Jossey-Bass, 2015.

<sup>86</sup> Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, curing and pickling agents, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

<sup>87</sup> Nutrient Profile Model. (2016). Pan American Health Organization.



As of 5/2/18  
 Los Feliz Golf Café  
 City-Owned Equipment

**KITCHEN/PREP AREAS**

No.	Item	Manufacturer/Model	Description
1	Grill		
2	Hood and Ansul System		
3	Condiment/sandwich table, refrigerated		w/ cutting board and containers
4	Sink - 3 tub, s/s		
5	Refrigerator, stand up style	Delfield	
6	Freezer	TRUE, City #00688	
7	Refrigerator	TRUE, City #00687	
8	Refrigerator	TRUE, City #00689	
9	Metal cart on wheels		
10	Freezer, low style, under grill	TRUE	4 drawer

**MISC.**

No.	Item	Manufacturer/Model	Description
1	Air Conditioner		

**SEATING AREA**

No.	Item	Manufacturer/Model	Description
1	Ceiling Fan		

**OUTSIDE PATIO**

No.	Item	Manufacturer/Model	Description
1	(3) Picnic tables, round		

Form Gen. 87 (R. 4/09)

City of Los Angeles

Orig. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting  
 Recreation and Parks

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I - PERSONAL DATA**

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)			2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
			2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN		7. PHONE NUMBER

**PART II - ACCIDENT/INJURY**

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

**PART III - WITNESSES**

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV - STATEMENT OF INJURED PARTY OR WITNESS**

21.

**PART V - EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

# Invoice




01/30/2018

**Project:**  
LOSFELIZ

**From:**  
Ideal Kitchen Supply  
Nick Barseghian  
1133 W. Glenoaks Blvd  
Glendale, CA 91202-2633  
(818)240-7303 101

Project Code: 923

Job Reference Number: 923

Item	Qty	Description	Net	Net Total
1	1 ea	<b>COFFEE BREWER</b>  Bloomfield Ind. Model No. 1082AFL EBC™ Thermal Brewer, 17-3/4" H, 10" W x 17" D, pour-over option, low profile, touch keypad, brew cycle timer, hot water faucet, after hours mode to save energy, stainless steel water tank, NEMA 5-15P, 120v, 1800w, 15 amps, NSF, UL Dimensions 17.75(h) x 10(w) x 17(d) 1 ea 2 year parts & labor warranty, standard Class 125 Weight: 28 lbs total	\$1,266.00	\$1,266.00
			<b>ITEM TOTAL:</b>	<b>\$1,266.00</b>
2	150 ea	<b>PLATE</b> Custom Model No. 53980 12" PLATE	\$6.95	\$1,042.50
			<b>ITEM TOTAL:</b>	<b>\$1,042.50</b>
3	3 ea	<b>JUICER, ELECTRIC</b>  JB Prince Model No. P220 Santos Fruit & Vegetable Juicer, 18"W x 13" D x 20"H, 1 liter per minute, stainless steel, NSF, 110v/60/1-ph, 1hsp Dimensions 20(h) x 18(w) x 13(d) 3 ea 12 month warranty, parts and labor Weight: 159 lbs total	\$2,595.00	\$7,785.00
			<b>ITEM TOTAL:</b>	<b>\$7,785.00</b>
4	1 ea	<b>GLASSWASHER</b>  Eurodib USA Model No. S480EKDPS Lamber Electronic Glasswasher, undercounter, (60) racks/hour, soft touch electronic control panel, rinse aid dispenser, detergent pump, drain pump, tank drain unit with filter, thermocontrol, security thermostat, (2) 16" x 16" glass baskets, (1) saucer insert, (1) cutlery container, stainless steel, 208-240v/60/1-ph, 16 amps, 3.2 kW, UL, cULus, ENERGY STAR® Dimensions 29.5(h) x 19(w) x 20.25(d) 1 ea 1 year parts & labor warranty on all electrical equipment, standard Weight: 140 lbs total	\$1,860.98	\$1,860.98



## Ideal Kitchen Supply

01/30/2018

Item	Qty	Description	Net	Net Total
			<b>ITEM TOTAL:</b>	<b>\$1,860.98</b>
5	1 ea	<b>PLANETARY MIXER</b> Hobart Model No. HL400-1 200-240/50/60/3 Mixer; w/o attachments; US/EXP configuration Legacy Planetary Mixer - Unit Only, 1.5 hp, 40 quart capacity, (3) fixed speeds, gear-driven transmission, 20 min. timer, #12 taper attachment hub, manual bowl lift, bowl guard	\$13,635.00	\$13,635.00
	1 ea	Standard warranty: 1-Year parts, labor & travel time during normal working hours within the USA Weight: 421 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$13,635.00</b>
6	1 ea	<b>FRYER DUMP STATION</b> ANETS Model No. AEH-BNB-14 Bread & Batter Cabinet, with BNB dump station, fryer match design, 15-5/8" wide, includes: 4-5/8" recess pan, removable drain screen & basket hanger, bottom shelf, (4) 9" adjustable legs, stainless steel front, sides, door & splash back, aluminized back, NSF, cULus, UL EPH Dimensions 46.13(h) x 15.63(w) x 34.47(d)	\$1,304.00	\$1,304.00
	Class 85	Weight: 150 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$1,304.00</b>
7	1 ea	<b>CONVECTION OVEN, ELECTRIC</b> Belshaw Adamatic Model No. BX4E-208V-DOUBLE (0079955763T) (2) BX Convection Ovens, electric, (4) 26" x 18" pan capacity, Eco Touch controller, 240 program touch screen with color graphics and menu capability, steam injection, double glazed viewing window, cool to touch oven-doors hinged on left side, insulated stainless steel, double stacked ovens with 26" stand with 4 shelves, (2) 208v/60/3-ph, cETLus, UL, NSF, ENERGY STAR® Dimensions 68(h) x 34(w) x 46(d)	\$15,500.00	\$15,500.00
	1 ea	One year parts & labor warranty, standard		
	Class 85	Weight: 674 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$15,500.00</b>
8	1 ea	<b>DOUGH OPENER</b> Skyfood Equipment Model No. AMP-400 Pizza Dough Opener, up to 15-3/4" diameter, up to 240 dough pies/hour production, safety switch, removable front panel, stainless steel construction, adjustable legs with anti-slip feet, 1/2 HP, 115v/60/1-ph Dimensions 29.75(h) x 27.75(w) x 23.25(d) Weight: 155 lbs total	\$5,500.00	\$5,500.00
			<b>ITEM TOTAL:</b>	<b>\$5,500.00</b>
9	30 ea	<b>TBLE</b> Custom Model No. BBT-TW 42"X30" WOOD TABLE	\$135.00	\$4,050.00
			<b>ITEM TOTAL:</b>	<b>\$4,050.00</b>
10	100 ea	<b>CHAIR</b>	\$69.95	\$6,995.00

Initial: \_\_\_\_\_

## Ideal Kitchen Supply




01/30/2018

Item	Qty	Description	Net	Net Total
		Custom Model No. MJ-106N WOOD CHAIR		
			<b>ITEM TOTAL:</b>	<b>\$6,995.00</b>
11	2 ea	<b>BLENDER, BAR</b> Vitamix Model No. 34013 Touch & Go® 2 Blending Station®, on-counter, stackable 32 oz. (0.9 liter) capacity, BPA free Tritan™ Advance® container, electronic touch pad controls, (34) programs, includes: 2-4/5" dia. includes Advance® blade assembly & lid, removable compact cover, 27.2"H with lid open, 2-peak HP, 120v/50/60/1-ph, 11.5 amps, RoHS compliant, cULus, CE, NSF Dimensions 19.4(h) x 9.3(w) x 10.5(d)	\$999.00	\$1,998.00
	2 ea	3 years warranty on motor base parts & 1 year warranty on labor, standard		
	Class 85	Weight: 44 lbs total      Cube: 4.6		
			<b>ITEM TOTAL:</b>	<b>\$1,998.00</b>
12	1 ea	<b>BLENDER STATION</b> Krowne Metal Model No. 18-12BDL Standard 1800 Series, Underbar Blender/Dump Sink Station, modular add-on unit, 12"W x 22-1/2"D (to match speedrail depth), 3-1/2"H backsplash, 12" wide x 10" front-to-back x 7" deep sink bowl with 1-1/2" drain, 4" O.C. splash mount faucet with swing spout (low lead compliant), 8"D recessed blender shelf with metal utility box mounted underneath for GFCI receptacle (not included), stainless steel construction, (2) galvanized legs on left with adjustable plastic bullet feet, NSF Dimensions 30(h) x 12(w) x 22.5(d)	\$359.50	\$359.50
	1 ea	H-109 Upgrade to Royal Series Faucet, heavy duty (please specify model # of sink)	\$55.00	\$55.00
	1 ea	21-311 Krowne Wrist Handle Kit (interchangeable with most brands)	\$30.75	\$30.75
	Class 150	Weight: 31 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$445.25</b>
13	1 ea	<b>DRAFT BEER COOLER</b> Everest Refrigeration Model No. EBD3-BBG Back Bar & Direct Draw Keg Refrigerator Combo, two-section, 68"W, 24.01 cu. ft. capacity, (1) 1/2 & (1) 1/4-slim barrel capacity, (360) 12 oz. can or (240) 12 oz. bottle capacity, (1) solid & (1) glass door, (2) shelves, (1) single faucet, (1) 3" diameter insulated stainless steel draft tower(NSF) with air distributor, side mounted refrigeration system, stainless steel countertop, textured & laminated black vinyl exterior, galvanized steel interior wall & stainless steel floor, shielded LED interior light, 115v/60/1-ph, NEMA 5-15P, 1/4 HP, 4.50 amps, ETL Safety, ETL-Sanitation Dimensions 37.25(h) x 68(w) x 27(d)	\$6,215.40	\$6,215.40
	1 ea	Parts and labor: Total 3 years from installation date (there is no more additional 6 months warranty this time)		
	1 ea	Compressor: Total 5 years from installation date		

Initial: \_\_\_\_\_

## Ideal Kitchen Supply

01/30/2018

Item	Qty	Description	Net	Net Total
Class 150		Weight: 337 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$6,215.40</b>
14	2 ea	<b>DRAFT BEER COOLER</b>	\$5,815.80	\$11,631.60
		 <p>Everest Refrigeration Model No. EBD2-BBG Back Bar &amp; Direct Draw Keg Refrigerator Combo, two-section, 57-3/4"W, 20.09 cu. ft. capacity, (1) 1/2 barrel capacity, (280) 12 oz. can or (192) 12 oz. bottle capacity, (1) solid &amp; (1) glass door, (2) shelves, (1) single faucet, (1) 3" diameter insulated stainless steel draft tower (NSF) with air distributor, side mounted refrigeration system, stainless steel countertop, textured &amp; laminated black vinyl exterior, galvanized steel interior wall &amp; stainless steel floor, shielded LED interior light, 115v/60/1-ph, NEMA 5-15P, 1/4 HP, 4.50 amps, ETL Safety, ETL-Sanitation Dimensions 37.25(h) x 57.75(w) x 27(d)</p>		
	2 ea	Parts and labor: Total 3 years from installation date (there is no more additional 6 months warranty this time)		
	2 ea	Compressor: Total 5 years from installation date		
Class 150		Weight: 594 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$11,631.60</b>
15	1 ea	<b>UNDERBAR SINK UNITS</b>	\$630.00	\$630.00
		 <p>Krowne Metal Model No. 18-53C Standard 1800 Series, Underbar Sink Unit, three compartment, 60"W x 18-1/2"D, 3-1/2"H backsplash, 10" wide x 14" front-to-back x 10" deep compartments, 12" embossed drainboards on left &amp; right, splash mount faucet with swing spout (low lead compliant), apron on front &amp; sides, includes (3) removable overflow standpipes, stainless steel construction, galvanized legs with adjustable plastic bullet feet, NSF Dimensions 34(h) x 60(w) x 18.5(d)</p>		
	1 ea	H-109 Upgrade to Royal Series Faucet, heavy duty (please specify model # of sink)	\$55.00	\$55.00
	1 ea	S-24 Standard Series, Single Speed Rail, keyhole mount, 24"W x 4"D, stainless steel construction, NSF	\$37.50	\$37.50
Class 150		Weight: 89 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$722.50</b>
16	2 ea	<b>ICE BIN</b>	\$850.00	\$1,700.00
		 <p>Krowne Metal Model No. 21-24-7 Standard 2100 Series, Underbar Ice Bin/Cocktail Unit, built-in 7-circuit cold plate, 24"W x 21"D O.A., 80-lb capacity, 4-1/2"H backsplash, 12" deep stainless steel bin liner, 1/2" drain, includes bottle wells, stainless steel top, front, &amp; sides, galvanized legs with adjustable plastic bullet feet, NSF (flyer LIST price) Dimensions 35(h) x 24(w) x 21(d)</p>		
Class 150		Weight: 240 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$1,700.00</b>
17	8 ea	<b>CHAIR &amp; TABLE SET, OUTDOOR</b>	\$1,100.00	\$8,800.00
		Custom Model No. M-J out door table w/ chair		

Initial: \_\_\_\_\_

Page 4 of 6

Ideal Kitchen Supply

01/30/2018

Item	Qty	Description	Net	Net Total
			<b>ITEM TOTAL:</b>	<b>\$8,800.00</b>

18	1 ea	<b>OVEN, GAS, CONVEYOR</b>	\$18,320.00	\$18,320.00
----	------	----------------------------	-------------	-------------



Lincoln Impinger Model No. 1116-000-U  
 Lincoln Impinger® II Express Conveyor Pizza Oven, Natural Gas, front loading, single-deck, single conveyor belt, glass access window, FastBake™ technology optional, 120v/60/1, 5.0 amps, 40,000 BTU, cULus, CE, UL Classified, CSA Star, CSA Flame  
 Dimensions 42(h) x 56(w) x 39(d)

1 ea 1 yr. standard warranty, per oven

Weight: 365 lbs total

Cube: 30.3

**ITEM TOTAL: \$18,320.00**

Merchandise	\$108,771.23
Tax 9.5%	\$10,333.27
<b>Total</b>	<b>\$119,104.50</b>



**Lease for a competitive monthly rate**  
**Special pricing available for orders exceeding \$100,000.00.**

**For more information:**  
[mef-foodservices.lease.com](http://mef-foodservices.lease.com)  
[/tools/quoter](#)  
**Brian Dover**  
 Marlin Business Services  
 1-856-505-4368  
[bdover@marlinfinance.com](mailto:bdover@marlinfinance.com)

*\*Lease rates are subject to change and credit approval.  
 Lease option applies to qualifying equipment only.*

**Manufacturer Summary**

Mfr	FOB	ZIP	Class	Weight	Good Until	Terms	Notes
ANETS	Pembroke	03275	85	150			
Belshaw Adamatic	Auburn	98001-1754	85	674			
Bloomfield	Cookeville	38501	125	28			
Bloomfield Custom	St. Louis	92629	125				
Eurodib USA	Quebec	J4B 2X7		140			
Eurodib USA	Champlain	12919					
Everest	Compton	90220	150	931			
Hobart	Troy	45373-3000		421			
JB Prince	New York	10016		159			
Krowne	Wayne	07470	150	359			
Krowne	Wayne	07470	UPS	1			
Lincoln Impinger	Must verify FOB			365			
Lincoln Impinger	Cleveland	44110					
Skyfood	Miami	33142		155			
Vitamix	Cleveland	44138	85	44			

Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Grand Total: \$119,104.50

Initial: \_\_\_\_\_





## Required Insurance and Minimum Limits

Name: \_\_\_\_\_ Date: 09/12/2017

Agreement/Reference: Golf Food and Beverage Concessions

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

Limits

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

	WC	<u>Statutory</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	EL	<u>\$1,000,000</u>
<input type="checkbox"/> Longshore & Harbor Workers		
<input type="checkbox"/> Jones Act		

**General Liability** with \$2,000,000 aggregate; City of Los Angeles must be named as an Additional Insured \$1,000,000

<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct
<input checked="" type="checkbox"/> Fire Legal Liability <u>\$1,000,000</u>	
<input checked="" type="checkbox"/> Broad Form Liquor Liability; and	
<u>with Rental Interruption of 180 days</u>	

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

**Professional Liability** (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

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

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/>

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance**

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(Rev. 05/18)

## CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the



Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

**SPECIAL OCCURRENCE AND LOSS REPORT**

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2										
1. NAME OF FACILITY					DATE OF OCCURRENCE		TIME:		A.M.	P.M.
2. SUBJECT OF REPORT										
3. EXACT LOCATION OF OCCURRENCE										
4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY										
5.								ESTIMATE OF DAMAGES		
6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)										
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE				DEPT. NO	SERIAL NO.	APPROX. VALUE			
7.								TOTAL	\$0.00	
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4360								AMOUNT		
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)								TOTAL	\$0.00	
10. WHO DISCOVERED LOSS? NAME			TITLE	DATE	TIME:	A.M.	P.M.			
11. HOW WAS ENTRANCE GAINED?										
12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME			TITLE	DATE	TIME:	A.M.	P.M.			
13. WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER										
14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER										
15. PERSONS INVOLVED: <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT										
NAME	ADDRESS				AGE	SEX	PHONE NUMBER	INDICATE		
								<input type="checkbox"/> W	<input type="checkbox"/> V	<input type="checkbox"/> S
								<input type="checkbox"/> W	<input type="checkbox"/> V	<input type="checkbox"/> S
								<input type="checkbox"/> W	<input type="checkbox"/> V	<input type="checkbox"/> S
								<input type="checkbox"/> W	<input type="checkbox"/> V	<input type="checkbox"/> S
16. IF VEHICLE INVOLVED: YEAR MAKE			LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.						
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.										
18. REPORT SUBMITTED BY:			NAME	TITLE	DATE					

**PRINT**

COMMENTS

**INSTRUCTIONS:** This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

PRINT

Goto Page 1

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title
---------------

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-top: 1px solid black; margin-bottom: 10px;">Signature of Person Completing this Form</div> <div style="border-top: 1px solid black; margin-bottom: 10px;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Title</span> <span>Date</span> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

<b>Project Title</b>	<b>Contract No.</b>
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<b>Consultant</b>	<b>Address</b>
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<b>Contact Person</b>	<b>Phone/Fax</b>
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<b>CONTRACT AMOUNT (INCLUDING AMENDMENTS)</b>	<b>THIS INVOICE AMOUNT</b>	<b>INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)</b>

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

<b>CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE</b>			<b>Signature of Person Completing this Form:</b>		
	<b>DOLLARS</b>	<b>PERCENT</b>	Printed Name of Person Completing this Form:  _____ Title: _____ Date: _____		
<b>TOTAL MBE PARTICIPATION</b>	\$	%			
<b>TOTAL WBE PARTICIPATION</b>	\$	%			
<b>TOTAL SBE PARTICIPATION</b>	\$	%			
<b>TOTAL EBE PARTICIPATION</b>	\$	%			
<b>TOTAL DVBE PARTICIPATION</b>	\$	%			
<b>TOTAL OBE PARTICIPATION</b>	\$	%			

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>
<b>Company Name</b>	<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**



**City Ethics Commission**  
 230 N Spring Street  
 City Hall - 24th Floor  
 Los Angeles, CA 90012  
 Web Site: [www.ethics.org](http://www.ethics.org)  
 (213) 974-1900

# Bidder Certification

## CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

<b>Bid/Contract/BAVN Number:</b>	<b>Awarding Authority (Department):</b>
----------------------------------	-----------------------------------------

<b>Name of Bidder:</b>	<b>Phone:</b>
------------------------	---------------

**Address:**

**Email:**

**CERTIFICATION**

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(f):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(f)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Los Angeles Administrative Code § 10.40.1**

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1****(l) "Public lease or license".**

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicensees;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.