City of Los Angeles
Department of Recreation and Parks

Request for Proposal

GOLF COURSE
FOOD AND BEVERAGE CONCESSIONS
(CON-G17-007)

Release Date: October 17, 2017
Pre-Proposal Conference: November 29, 2017 (see Exhibit A)
Due Date: February 13, 2018 (see Exhibit A)

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS
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FOOD AND BEVERAGE CONCESSIONS

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REQUEST FOR PROPOSAL
FOR THE OPERATION AND MAINTENANCE OF
FOOD AND BEVERAGE CONCESSIONS

I. INTRODUCTION

The City of Los Angeles (City) Department of Recreation and Parks (RAP) seeks well-qualified business entities to redevelop, operate and maintain food and beverage concessions at eight golf courses throughout the City. A summary description of the opportunities is as follows:

**Term**
Ten years plus one five-year extension option.

**Facilities**
Eight spaces bundled into six packages. Refer to Section IV for package details. Proposers may propose on more than one package, but only need submit one set of Compliance Documents (Exhibit D) per proposing entity.

**Concession Fee**
The concession fee for each location is a Minimum Annual Guarantee (MAG) or a percentage of gross receipts, whichever is greater, as determined monthly. The minimum acceptable MAG and percentage fee is identified for each location in Section IV of this RFP.

Proposers must demonstrate that they have the financial capacity to execute the program they propose, which should include descriptions of capital improvements, menu, customer service, and marketing.

II. BACKGROUND

The RAP Golf Division operates thirteen golf courses, including seven eighteen-hole, three nine-hole, two par-threes, and a training facility. The Golf Division also operates five driving ranges, pro-shops, a golf reservations office, and food and beverage services. This RFP seeks food and beverage services for the eight golf courses listed below:

<table>
<thead>
<tr>
<th>Course Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rancho Park Golf Course</td>
<td>10460 W. Pico Blvd. Los Angeles, CA 90064-2342</td>
</tr>
<tr>
<td>Griffith Golf Complex (Wilson/Harding)</td>
<td>4730 Crystal Springs Drive Los Angeles, CA 90027</td>
</tr>
<tr>
<td>Penmar Golf Course</td>
<td>1233 Rose Ave. Venice, CA 90291-2986</td>
</tr>
<tr>
<td>Harbor Park Golf Course</td>
<td>1235 Figueroa Place Wilmington, CA 90744-2312</td>
</tr>
<tr>
<td>Los Feliz Par-3 Golf Course</td>
<td>3207 Los Feliz Blvd. Los Angeles, CA 90039-1508</td>
</tr>
<tr>
<td>Woodley Lakes Golf Course</td>
<td>6331 Woodley Ave. Van Nuys, CA 91406-6473</td>
</tr>
<tr>
<td>Hansen Dam Golf Course</td>
<td>10400 Glenoaks Blvd. Pacoima, CA 91331-6699</td>
</tr>
<tr>
<td>Sepulveda Golf Complex (Encino/Balboa)</td>
<td>16821 Burbank Blvd. Encino, CA 91436</td>
</tr>
</tbody>
</table>
Most of the facilities are dated and will require upgrades and/or complete refurbishment. Minimum capital investment requirements can be found for each location in Section V below. Please see Exhibit F for a detailed description of each location.

III. OBJECTIVE

The objective of this RFP is to award one or more ten year agreements, with one five-year extension option exercisable at the sole discretion of the RAP General Manager, to successful Proposer(s) (Concessionaire) who will provide the following:

- 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.

The table below briefly describes the vision RAP has for each location:

<table>
<thead>
<tr>
<th>Course Name</th>
<th>RAP Vision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rancho Park Golf Course</td>
<td>As the crown jewel of the RAP Golf portfolio Rancho Park offers a prime opportunity for the concessionaire to serve golfers as well as non-golfers. RAP expects proposers to offer a unique and exciting concept that will enhance the property and provide an ambient, relaxing dining experience with banquet facility to be added.</td>
</tr>
<tr>
<td>Griffith Golf Complex (Wilson/Harding)</td>
<td>Located in iconic Griffith Park this historic location also presents an opportunity for a special restaurant. With views of the park proposers could capitalize on outdoor seating as well as the banquet facility to offer non-golf services.</td>
</tr>
<tr>
<td>Penmar Golf Course</td>
<td>Located in the trendy Venice neighborhood on the Rose Avenue corridor this location could be converted into a destination for drinks and dining with a beautiful view of the course and perfect weather.</td>
</tr>
<tr>
<td>Harbor Park Golf Course</td>
<td>As the busiest course this location has significant upside for growth. With the addition of a beer and wine license and imaginative marketing that capitalizes on the community college clientele from next door this café is a prime opportunity.</td>
</tr>
<tr>
<td>Los Feliz Par-3 Golf Course</td>
<td>Also located in a trendy neighborhood and popular area for nightlife this café is currently very successful. A restaurateur with a hipster flair could capitalize by implementing the right design and food and drink offerings</td>
</tr>
</tbody>
</table>
to appeal to the local neighbors.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Woodley Lakes Golf Course</td>
<td>This is the newest facility with a full restaurant with outdoor seating and a banquet space. RAP expects proposers to present an offering that will prioritize golfers while enhancing their revenue with a strong plan for use of the banquet facility.</td>
</tr>
<tr>
<td>Sepulveda Golf Complex</td>
<td>This facility serves two golf courses and features a restaurant, lounge, and banquet facility. The right proposer will present an aesthetically pleasing redesign and robust marketing plan to attract customers.</td>
</tr>
<tr>
<td>Hansen Dam Golf Course</td>
<td>This facility holds a restaurant, lounge, and banquet room. Proposers should present an aesthetically pleasing redesign and robust marketing plan to attract customers.</td>
</tr>
</tbody>
</table>

This RFP provides interested parties with information to prepare proposals to meet the requirements. Proposers may provide information in addition to what is requested if deemed relevant or essential and are encouraged to suggest services in addition to those described in this RFP.

IV. CONCESSION PACKAGES AND RENTS

Proposers may propose on one or more packages and there is no restriction to the number of packages an entity may be awarded. However, there is no guarantee that a Proposer will be awarded all packages on which they propose. For example, Company “A” may submit proposals for packages 1, 2, and 4, but may only be awarded Package 1. RAP expects that a company will accept any packages it is awarded regardless of whether that company is awarded all packages on which they propose. The concession fee for each location is the greater of a MAG or a percentage of gross receipts as proposed by the Concessionaire. Proposers are to complete the Financial Offer Form (Exhibit K) and specify the MAG and percentage of gross receipts offered for food and non-alcoholic beverages, and a separate percentage for alcohol and banquets. The minimum acceptable MAG amounts are listed below:

<table>
<thead>
<tr>
<th>Package</th>
<th>Location</th>
<th>Minimum Acceptable MAG-Year 1</th>
<th>Package</th>
<th>Location</th>
<th>Minimum Acceptable MAG-Year 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rancho Park</td>
<td>$100,000</td>
<td>4</td>
<td>Harbor Park</td>
<td>$10,000</td>
</tr>
<tr>
<td>2</td>
<td>Griffith Golf Complex (Wilson/Harding)</td>
<td>$110,000</td>
<td>5</td>
<td>Los Feliz</td>
<td>$70,000</td>
</tr>
<tr>
<td>3</td>
<td>Penmar</td>
<td>$20,000</td>
<td>6</td>
<td>Woodley Lakes</td>
<td>$50,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Sepulveda Golf Complex (Encino/Balboa)</td>
<td>$90,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Hansen Dam</td>
<td>$35,000</td>
</tr>
</tbody>
</table>
The minimum acceptable MAG for years two through ten for all packages 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.

V. MINIMUM CAPITAL INVESTMENT REQUIREMENTS

Facility descriptions and the minimum capital improvements required for each location are detailed in Exhibit L. Proposers must submit a description of planned improvements; estimated cost; financial plan; and indicate the source of funding to be used for improvements and working capital. Proposals should also include a phasing plan and a detailed operating plan to provide service while improvements are underway (e.g. temporary units, mobile units, etc.).

Proposers should also provide a mid-term refurbishment plan, including a guaranteed minimum refurbishment amount, to be completed during the term of the Agreement. The actual mid-term refurbishments may take place during years two through ten of the Agreement and RAP may count any capital expenditures that were made during years two through ten by Concessionaire as part of the mid-term refurbishment.

The proposed capital investment and mid-term refurbishment dollar amounts must be spent on capital improvements or the Concessionaire will pay the unspent difference to RAP at the end of the Agreement term. Proposers must complete and submit a Capital Investment Proposal Form which specifies the dollar amounts for each. The Form may be found in Exhibit L.

All locations must offer a full service kitchen, serving freshly prepared food, and bar serving alcohol and non-alcoholic beverages, and snacks. Additionally, the Concessionaire must provide WiFi access at the premises which is accessible to patrons. The WiFi network must support 80% or more of the concession facility’s maximum customer capacity as concurrent WiFi users, simultaneously providing 3 megabits per second internet download speed for each concurrent user. For example, if the concessionaire’s venue has a maximum capacity of 100 customers, the WiFi network must support 80 or more concurrent WiFi users while simultaneously providing each of these concurrent users the download speed of 3 megabits per second.

Any improvements to banquet facilities and/or halfway houses should be included in the capital investment and mid-term refurbishment proposed amounts. All courses have some equipment which is owned by RAP and will remain with the facility in “as is” condition. Concessionaire may use the equipment or request that it be removed by RAP. A list of this equipment is detailed in Exhibit I. Any additional equipment required for the operation will be provided by Concessionaire at Concessionaire’s expense and will become property of RAP upon termination of the Agreement.

VI. PROPOSAL ITEMS

Proposals should include detailed responses for each Proposal Item. The highest ranked Proposer will be awarded a Concession Agreement (Agreement) and will be expected to deliver all Proposal Items as described in their proposal and in the Agreement. The contents of the
winning Proposal will be deemed a binding commitment and included as an attachment to the Agreement.

1. Business Plan

The Business Plan must describe how the Proposer will meet the Objective stated in Section III of this RFP. Proposals must include operating hours which at a minimum should be thirty minutes before the first tee time until thirty minutes after sunset. Proposers are required to also offer food and beverage sales, including alcoholic beverages, from mobile units at all locations, except Los Feliz and Harbor Park. However, mobile food and beverage sales at Los Feliz and Harbor Park is strongly preferred. Proposers are encouraged to offer innovative mobile solutions to facilitate food and beverage delivery to golfer’s location.

Proposals should include operational hours and operating plan for all halfway houses, which at a minimum must be open on weekends from one hour after the first tee time until sunset. While considering operating hours, proposers should be aware that Rancho Park and Griffith are to remain open until 9:00 p.m. or later. Sepulveda, Hansen Dam, and Woodley have lighted driving ranges, and later hours are strongly preferred. Los Feliz is located in a neighborhood with a vibrant nightlife and may also offer opportunity for later operations.

Menus must include high quality food and beverage items with reasonable pricing, including but not limited to, “grab and go” local cuisine and beverages that reflect the cultural diversity of the golf clientele and surrounding communities. All menus must comply with the Los Angeles Food Policy Council’s Good Food Purchasing Guidelines (Exhibit G). All proposals must include menus and pricing. Proposed menu should also describe pre-set offerings for golf tournaments, which would be provided in bulk; and a value priced package meal for golfers.

Proposals must detail Capital Improvements, including restaurant concepts, suggested construction/reconfiguration, including design and décor, and illustrations which will enhance the venue’s ambience and create an attractive environment as well as plans to maintain the facility in an attractive condition throughout the term of the Agreement. Please see Section V for details on the Minimum Capital Investment Requirements for each location.

Proposers must list all equipment that they will provide, including but not limited to kitchen equipment, point of sale systems, credit/debit card machines, indoor and outdoor furniture, and mobile food and beverage units. The Concessionaire will maintain all equipment in good working condition throughout the term of the Agreement.

Concessionaires will be required to use a point of sale system that is compatible with RAP’s golf management and reservation system.

Proposals must include a sales and marketing plan which details community outreach, possible partnerships, social media presence, and an offering of a breakfast and lunch “value meal” for golfers.

Proposers are responsible for securing all required permits from Los Angeles Department of Building and Safety (LADBS), Los Angeles County Department of Public Health, California
Department of Alcoholic Beverage Control (ABC), and any other required licensing and/or permitting entities. Any required historical structure reports are the responsibility of the Proposer. RAP is unable to assist in expediting any permitting processes. All permits and licenses for operating the concession, including but not limited to Health Permits, must be maintained throughout the term of the Agreement.

1.1 Additional Services and/or Amenities

Proposers are encouraged to consider and propose additional creative business activities and/or amenities (including additional points of sale, outdoor seating, etc.), provided they are appropriate for the Concession, compatible with other RAP activities, and approved by RAP.

1.2 Financial Projections and Planning

Proposers are to complete and submit a Pro Forma Financial Statement (Pro Forma) for each package. A Pro Forma template is provided as a reference in Exhibit J. An electronic version of the Pro Forma is available online at: http://www.laparks.org/golfF+B. Proposers should open and check the Pro Forma file, and report any problems immediately to the contact person listed on the cover of this RFP.

To complete the Pro Forma, follow the instructions on the first tab of the spreadsheet. Proposers must submit with their proposal both a hardcopy and an electronic version on a CDR or USB Flash Drive.

The Pro Forma covers anticipated operations for the ten-year term of the Agreement. Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal.

The Pro Forma requires the proposer to enter the following information:

- **Pro Forma Profit and Loss**: Projections for the ten-year term, including projected revenues for each category of sales; variable costs (e.g. cost of goods sold); fixed costs (e.g. salaries, advertising and marketing, concession fee, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; proposers may include any additional information pertinent to their financial planning. Proposers should specify any assumptions made in the development of the Pro Forma such as number of transactions and average transaction amount.

- **Break-Even Analysis**: The expected return on investment is reflected here. Proposers should provide narrative explanations of their projected financial planning. Indicate any assumptions made in the financial planning; for example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels. Are there anticipated revenue and/or attendance increases? If so, by how much? What are these figures based on? Indicate any research undertaken to support all assumptions.

1.2.1. **One hardcopy of the completed Submittal Form**

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1.2.2. A USB flash drive or CDR which contains the completed Submittal Form

2. Management and Operations Plan

Proposers are asked to submit sufficient information to allow RAP to evaluate how their management structure and operations plan will achieve the goal of operating a high quality concession. Discuss and display the following information:

2.1 Organizational Structure

2.1.1 An organization chart illustrating the chain of command from the top of the organization to the facility management level, identifying all key personnel and their functions. If applicable, identify subtenants and their responsibilities, including which facility they will operate.

2.1.2 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.

2.2 Staffing Plan

2.2.1 Resumes of key staff members must be provided to the extent known at time of submittal.

2.2.2 Description of proposed staffing requirements with a summary of duties of each position in detail as they relate to responsibilities.

2.2.3 Staff schedules illustrating proposed coverage during all operating hours, including part-time and full-time staff.

2.2.4 Activities that will be performed off-site (i.e. at corporate headquarters or regional office) or by a third-party provider. Please note that all food should be freshly prepared on site at each location.

2.2.5 Sufficient staffing to maintain and clean restrooms that are attached and/or contained in the clubhouse after 1:00 p.m. and secure premises after hours when restaurant facilities are open after RAP staff has left the premises.

2.2.6 Description of staff uniforms and/or attire standards which will be subject to approval by RAP prior to commencement of operations.
2.3 Customer Service Plan

2.3.1 Customer Service goals and policies.

2.3.2 How customer complaints are handled and procedures for ensuring that management and personnel provide the highest quality of service.

2.3.3 Speed of service guidelines.

2.3.4 Quality assurance program.

2.3.5 Customer guarantees, exchange or refund policies.

2.3.6 List credit/debit cards that will be accepted. RAP requires that concessionaires accept Visa, MasterCard, American Express, and Discover without minimum charge requirements. Acceptance of bank debit cards affiliated with the required credit cards is also required.

2.3.7 Types of customer service research that will be used, such as mystery shoppers or customer comment cards.

2.4 Employee Training

2.4.1 Describe training or education programs that will be provided to employees.

2.4.2 Describe any motivational programs and/or employee incentives.

2.4.3 Describe local recruitment plans and sources of non-management labor.

2.5 Facility Maintenance Plan

2.5.1 Describe plan for ongoing maintenance and repairs/replacement of equipment, displays, fixtures, flooring, etc.

2.5.2 Provide a plan to handle deliveries, storage, trash removal and recycling.
2.5.3 Describe pest and rodent mitigation plans.

VII. EXPERIENCE AND REFERENCES
Proposers for packages 3, 4, and 5 must 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.

Proposers for packages 1, 2, and 6 must 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 $1 Million.

Note: The On-Site Manager must have a minimum of ten years’ experience in food and beverage management.

Exhibit B of this RFP describes in detail submittal requirements for experience and references.

VIII. EVALUATION AND AWARD
A. Evaluation Process and Criteria
Evaluation of proposals will consist of two levels. Each proposer must pass Level I in order to advance to Level II.

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

- Cover Letter (Exhibit A)
- Proposal Deposit (Exhibit A – Packages 3,4,5: $5,000; Packages 1,2,6: $25,000)
- Compliance Documents (Exhibit D)
- Experience and References (Exhibit B)
- Financial Capacity (Exhibit B)

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

<table>
<thead>
<tr>
<th>FOOD AND BEVERAGE CONCESSION</th>
<th>CRITERIA DESCRIPTION</th>
<th>CRITERIA WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRITERIA DESCRIPTION</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAPITAL INVESTMENT</td>
<td></td>
<td>25%</td>
</tr>
<tr>
<td>BUSINESS PLAN</td>
<td></td>
<td>20%</td>
</tr>
</tbody>
</table>
Proposers must provide documentation/narrative demonstrating compliance with the listed requirements and will be evaluated on their ability to satisfactorily meet or exceed the requirements stated in this RFP.

A panel of City and/or non-City staff will conduct a comprehensive evaluation of the responsive proposals, score in each criteria and rank the proposals accordingly.

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

All proposals will be evaluated solely on the basis of the stated requirements in this RFP and the ranking by an evaluation panel whose determination will serve as a basis to formulate the General Manager's recommendation, setting forth the reasons for recommendation in a Board Report. The Board of Recreation and Park Commissioners (Board) will consider the General Manager’s recommendation during a public Board meeting and may accept or reject the recommendation in making its decision as to the selection, if any, stating publicly the reasons for their action.

**B. Award**

RAP shall notify all proposers in writing of the General Manager's recommendation.

Agreements are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

The awarded Concessionaire will complete and submit the additional documents and performance deposit as required by this RFP, City Attorney, City Ordinance, State and/or Federal laws within thirty (30) calendar days from the date the contract award is approved by City Council.

**C. Protest**

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

**D. City’s Right to Reject Proposals and to Waive Informalities**

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any
proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371 (c): “The City shall reserve the right to reject any and all proposals and to waive any formality in the proposal when to do so would be to the advantage of the City.”

**Charter Section 371(e)(10)**

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

**IX. EXHIBITS**

A. Instructions to Proposers  
B. Level I Requirements  
C. Sample Agreement and Standard Provisions for City Contracts (Rev. 10/17)  
D. Compliance Documents  
E. Insurance Requirements  
F. Premises Maps  
G. Good Food Purchasing Guidelines  
H. Historical Sales Data – Gross Sales and Rounds Played  
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INSTRUCTIONS TO PROPOSERS

A. Submitting a Written Proposal

To be considered for award of this Agreement, proposing entities must submit a sealed, written proposal in response to the Proposal Items indicated herein. Proposals provide information about background, current business practices, applicable experience, and plans for servicing this Contract. Proposals are evaluated based on several evaluation criteria as indicated in this RFP.

Proposers may wish to consider the following guidelines in preparing their proposals:

• Ensure proposal is easy to read and well-organized in its response to RAP objectives.

• Verify that proposal is complete and thoroughly responds to all Proposal Items and Compliance Documents described in the RFP.

• Formulate responses precisely and with detail; avoid vague, meaningless, or open-ended responses. Explain how your response furthers the stated objective.

• Make sure proposal demonstrates that your financial projections and cost estimates are realistic and sustainable.

• If there are significant risks in your business strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award for the Agreement; therefore, proposers should be as thorough and as detailed as possible when responding to each Proposal Item and assembling a proposal. Proposers will not be able to add to or modify their proposals after the proposal due date. RAP may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

B. Submitted Proposals

Proposals accepted by RAP in writing constitute a legally binding contract offer. It is requested that proposals be prepared simply and economically, avoiding the use of unnecessary promotional material. Proposals must contain ALL of the following:

1. Cover Letter
Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

• Proposing company’s legal name (to be used on all documentation associated with this RFP and the resultant Agreement).

• Type of business (corporation, partnership, or sole proprietorship).

• Key names, including title and position.
• Name of main point of contact; said point of contact will be the only recipient of all information related to this RFP and will function as the equivalent to the Department’s Contract Coordinator.

• Complete mailing addresses.

• Telephone and fax numbers (including office and cell numbers as appropriate).

• E-mail addresses, and any other information needed by City staff to contact proposers.

• A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth in this RFP (including the Exhibits hereto), without exceptions.

2. Proposal Deposit
All proposals must include a Proposal Deposit of Five Thousand Dollars ($5,000.00) for Packages 3, 4, or 5; and Twenty-Five Thousand Dollar ($25,000.00) for Packages 1, 2, or 6. Proposal Deposits must be in the form of a cashier’s check only, payable to the City of Los Angeles. This amount shall be payable as a guarantee that the selected proposer will enter into an Agreement with RAP. The selected proposer will have thirty (30) calendar days from the date the Agreement award is approved by City Council, to review, sign and return it to RAP. In the event the selected proposer fails to return the signed Agreement and all other required documents within the allotted time frame, a penalty of One Hundred Dollars ($100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the date the Agreement award is approved by City Council, the Agreement is not signed and returned, the City maintains the right to move on to the proposer with the next highest selection ranking.

The Proposal Deposit of the successful proposer will be released upon receipt of the required Performance Deposit, evidence of insurance and execution of the Agreement. In the event that an award is made and the successful proposer fails to execute the Agreement and to provide the required Performance Deposit and insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by the Department.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of an Agreement with the proposer awarded the Agreement. Proposal Deposits are maintained for all proposers in the event the successful proposer fails to execute the Agreement and another proposer is considered for award.

C. Proposal Submittal Information

Deadline for Submission
To be considered, proposals must be received on or before February 13, 2018 at 10:00 AM.

Where to Submit your Proposal
The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled “RAP Food and Beverage Concession” Said envelope or box shall have the name and address of the Proposer on the outside and be delivered to:
Los Angeles Department of Recreation and Parks  
Office of the Board of Commissioners  
Attention: Board Secretary  
221 N. Figueroa Street, Suite 300  
Los Angeles, CA 90012

Number of Copies
Please provide one original, one non-bound reproducible copy, four copies, and one electronic copy on CD, DVD, USB or Flash Drive. Plainly identify the respective documents. An original is one in which a form requiring a signature must be signed in wet ink. A reproducible copy is one which can readily be reproduced through a photocopier. If the proposal contains confidential information, a redacted, non-bound reproducible hard copy and an electronic copy of the redacted, non-bound proposal must be submitted in addition to all submitted materials.

Important Notices
Candidates who mail their proposals should allow adequate mail delivery time to ensure timely receipt of the proposals. Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the day and time appointed, all timely submitted proposals will be opened and the name of the proposer(s) announced. No other information about the proposals will be made public until such time as a recommendation concerning proposals is made to the Board of Recreation and Park Commissioners (Board).

RAP reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board Office at (213) 202-2610, Attn: Board Secretary. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

A proposal will be returned only if the above-described withdrawal request explicitly requests that it be returned. It will be returned either to a representative of the proposer who personally presents the withdrawal request with original signature to the Board Office or by USPS mail after the original signed request is received. The proposal will be sent by means of some other service only if the proposer pays for that service.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice and return proposals and deposits.

All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.
Mandatory Pre-Proposal Conference

Pre-Proposal Conference (Conference):

- **Date:** November 29, 2017
- **Time:** 10:00 a.m.
- **Location:** Griffith Park Visitor Center
  4730 Crystal Springs Drive
  Los Angeles, CA 90027
  (Limited free parking available)

The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs of RAP’s Concessions and Golf Divisions. Attendance is mandatory. **It is highly recommended that prospective proposers read the complete RFP prior to the Conference and begin preparation of their proposal in order to maximize the benefits of the Conference.**

Contact with City Personnel

Please direct all comments and questions to the Contract Coordinator and Alternate Contact. All contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed, mailed, or faxed as follows:

- **Email:** Stanley.Woo@lacity.org
  Rachel.Ramos@lacity.org
- **Mail:** P.O. Box 86328
  Los Angeles, CA 90086
- **Fax:** (213) 202-2678

To maximize the effectiveness of the Conference, to the extent possible, proposers should provide questions in writing prior to the Conference. This will enable the Contract Coordinator to prepare responses in advance.

Additional questions may be accepted, in writing, at the Conference. However, responses may be deferred and provided as addenda to the RFP at a later date. **All questions must be in writing. Responses to questions will be posted to RAP’s website and to www.labavn.org. It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after January 17, 2018 at 5:00 PM.**

All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the passage that prompted the question. This will ensure that the passage can be quickly found in the RFP. RAP reserves the right to group similar questions when providing answers.

If City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the Contract Coordinator.
Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in RAP not receiving the best possible responses from proposers.

D. Document Check

Please check the contents of the RFP package carefully to ensure that you have all the necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the Contract Coordinator identified above.

The complete RFP package and all forms and information are also available at www.laparks.org/golfF+B. Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator at the above address in writing or fax no later than the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

E. Contractual Arrangements

The proposer selected to perform the services outlined in this RFP will enter into an Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles. The Agreement, including the Standard Provisions of City Contracts (Rev. 10/17), will be in substantially and materially the same form as attached in Exhibit C of this RFP.

F. Verification of Information

RAP reserves the right to verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, RAP reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, RAP reserves the right to terminate the Agreement.

G. Cost of Preparation

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any expenses incurred by the proposer in the preparation and/or submission of the proposal. All proposers who respond to solicitations do so solely at their own expense.
LEVEL I REQUIREMENTS

1. Compliance Documents and Additional Forms

As part of the RFP process, all proposers are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit D of the RFP (“Compliance Documents”).

Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

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

The following compliance documents MUST be included with your proposal:

a. Proposer’s Signature Declaration and Affidavit (Section I.A of Exhibit D)
   The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Contract must be consistent. Only the original notarized form is acceptable.

b. Disposition of Proposals (Section I.B of Exhibit D)
   The document must be signed by an individual authorized to bind the proposer.

c. Nondiscrimination, Equal Employment Practices and Affirmative Action (Section I.C of Exhibit D). Please read instructions in Exhibit D.

d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit D)
   Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.

e. Equal Benefits Ordinance Statement/First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit D). Please read the instructions in Exhibit D.

f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – only if applying for an exemption (Section I.F of Exhibit D). Submittal of documents only required if the proposer is applying for an exemption to the ordinance requirements.

g. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D)
   It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer’s BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of
this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.labavn.org). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

<table>
<thead>
<tr>
<th>Participation Level</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Participation</td>
<td>18%</td>
</tr>
<tr>
<td>WBE Participation</td>
<td>4%</td>
</tr>
<tr>
<td>SBE Participation</td>
<td>25%</td>
</tr>
<tr>
<td>EBE Participation</td>
<td>8%</td>
</tr>
<tr>
<td>DVBE Participation</td>
<td>3%</td>
</tr>
</tbody>
</table>

h. Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission (CEC) Form 50 (Section I.H of Exhibit D)
   Please read the instructions in Exhibit D.

i. Prohibited Contributors (Bidders) Certification – City Ethics Commission (CEC) Form 55
   Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)
   Please read the instructions in Exhibit D.

j. Federal Tax ID Number and Form W-9
   Please submit your Federal Tax ID Number with the proposal. The name on either document must match the proposer's legal business name, as listed on the Proposer's Signature Declaration and Affidavit.

   Complete and submit an original Form W-9 with your proposal (Section I.I of Exhibit D). The name on the W-9 must match the proposer’s legal business name, as listed on the Proposer’s Signature Declaration and Affidavit.

k. Iran Contracting Act of 2010 Compliance Affidavit
   Please complete, sign, and submit the form with the proposal (Exhibit H).

---

Only the proposer selected for award of this agreement shall submit the following additional required items prior to execution of the Agreement (within thirty [30] calendar days from the date the agreement award is approved by City Council):

l. Americans with Disabilities Act Certification
m. Business Tax Registration Certificate
n. Certification of Compliance with Child Support Obligations
o. Contractor Responsibility Ordinance – Pledge of Compliance
p. City-approved Proof of Insurance
q. City-approved Performance Deposit
r. Los Angeles Residence Information (location of selected concessionaire’s headquarters and percentage of workforce residing in Los Angeles)
s. LWO/SCWRO – additional related forms from item 4.f. above
t. Slavery Disclosure Affidavit
Failure of the selected proposer to submit all the required documents (specified as items “l” through “t” above) and submit a signed Agreement within thirty (30) calendar days from the date the contract award is approved by City Council shall cause the proposal to be deemed non-responsive, and a penalty of One Hundred Dollars ($100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the date the contract is approved by City Council, the contract is not signed and compliance documents not submitted and received by the Board Office, the City maintains the right to move on to the proposer with the next highest selection ranking.

In addition to compliance documents, three additional forms **MUST ALSO** be included with your proposal:

u. Financial Offer Form (RFP Exhibit K)  
   Complete and submit the correct package number form for your proposal. For Package 6, submit a form for each location.

v. Capital Investment Form (RFP Exhibit L)  
   Read the Capital Investment Requirement document for the package number related to your proposal. Complete and submit the Capital Investment Form. For Package 6, submit a form for each location.

w. Terms and Conditions Acceptance Form (RFP Exhibit M)  
   Complete and submit the form.

2. Minimum Qualifications

Describe your business entity’s background and experience in providing food and beverage services. Please include experience operating at venues similar to golf courses, if applicable.

**Proposers for packages 3, 4, and 5 must 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.**

**Proposers for packages 1, 2, and 6 must 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 $1 Million.**

If this is a new company, partnership, or joint venture formed for the operation of this concession, describe the background and qualifications of each of the partners or principals.

**Note:** This section pertains to your business entity’s PAST experience and CURRENT operations, not your PROPOSED operation for this Concession.

2.1 Ownership Description

Proposers must include a response to each proposal item listed below:

2.1.1 ___ Address
2.1.2 ___ Length in business (in years and months)
2.1.3 Type: Sole Proprietorship, Partnership, Joint Venture, Corporation or a Limited Liability Company (LLC), etc.

2.1.4 Size of company (includes total number of employees and annual gross revenue)

2.1.5 Names of persons responsible for operations

2.1.6 Any pending mergers (if none, so state in response to this section)

2.1.7 Ownership information for all proposed subcontractors

2.2 Description of proposing entity’s experience in and knowledge of restaurant operations.
This section pertains to your business entity’s PAST experience and CURRENT operations, not your PROPOSED operation for this RFP.

Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

2.2.1 Description of similar current and past restaurant experience
2.2.2 Proposer’s years of above experience
2.2.3 Extent of any related experience
2.2.4 Additional information that demonstrates your qualifications

2.3 Contracts History (include contact information for all contracts listed):
Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

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 the termination.
2.3.2 List of all contracts which terminated during 2016, along with an explanation of the reasons for the termination.

2.4 Current Operations
Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):

2.4.1 Employee hiring and promotion policies.
2.4.2 Methods and controls for accounting.

2.5 References
Proposers must include a response to each proposal item listed below:

2.5.1 Business References: Provide 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.
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.)
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

No qualified opinion in the audited financial statements, including “going concern” issues.

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):
   - Performance Deposit
   - Inventory
   - Equipment
   - Operating Supplies
   - Improvements
   - Training
   - Others (list)

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.

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

3.4 Financial Documentation

Each proposer must provide, with the proposal, the following written verification of its ability and commitment to provide adequate funding in the amount indicated above.

(If a partnership or joint venture, the following must be provided for each of the entities comprising the partnership or joint venture.)

Proposers must include a response to each proposal item listed below:

3.4.1 If cash reserves are to be used to fund the operation, provide the following (If no cash is to be used, so state in your response to this section):
   - Bank statements for the proposing entity for the twelve (12) months preceding the release date of this RFP.
If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company’s finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures.

NOTE: Such letter must be an original and must be notarized.

Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used (“Current” shall mean current as of August 2017 or later).

3.4.2 If loans are to be used to fund the operation, provide the following (if no loans are to be used, so state in your response to this section):

A copy of an unconditional, formal letter of commitment from the lender(s);

3.4.3 Provide detailed documentation for any additional sources of funding. If no other sources of funding are to be used other than those already indicated, so state in your response to this section.
COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSALS

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E. Equal Benefits Ordinance Statement / First Source Hiring Ordinance (FSHO)
F. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
G. Business Inclusion Program
H. Municipal Lobbying Ordinance / Bidder Certification – CEC Form 50
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K. Iran Contracting Act of 2010 Compliance Affidavit

SECTION II – Compliance Documents to be submitted by Selected Proposer

L. Americans with Disabilities Act Certification
M. Business Tax Registration Certificate
N. Certification of Compliance with Child Support Obligations
O. Contractor Responsibility Ordinance – Pledge of Compliance
P. City-Approved Proof of Insurance (See separate exhibit attached to RFP)
Q. City-Approved Performance Deposit (See RFP for acceptable forms of deposit)
R. Los Angeles Residence Information
S. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO) – Additional Forms
T. Slavery Disclosure Affidavit
SECTION I

Compliance Documents to be Submitted with Proposals
SECTION A

PROPOSER’S SIGNATURE DECLARATION AND AFFIDAVIT

With each proposal, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive, the response is not made in the interest or on behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and, the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

INSTRUCTIONS:

a. Sign and Notarize the Document
b. Submit with the Bid/Proposal

Signatures:

Individual: (e.g., Individual dba [Name or Company], etc) – Individual must sign affidavit.

Partnership: At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the corporation. An acknowledgement at the base of the Resolution must state that it is unchanged, in force, and must be signed by the Corporate Secretary with the current date.
AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, _____________________________________________________________________________
being first duly sworn, deposes and states: That the undersigned

__________________________________________________________________________________

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

is of ______________________________________________________________________________

(Name of 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 __________________________

Subscribed and sworn to before me this ___________ day of ______________________________

(Signature)

________________________________________________ ______________________________
(Month / Year)        (Title)

________________________________________________ ______________________________
(Notary Public)       (Date)

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

DISPOSITION OF PROPOSALS

All 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 material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

INSTRUCTIONS:

a. Sign the Document
b. Submit with the Bid/Proposal

Signatures:

The person signing must be authorized to bind the proposer.
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 or 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   Date
Nondiscrimination, Equal Employment Practices, and Affirmative Action Program
SECTION C
NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM

Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

All contracts for which the consideration is $1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts for which the consideration is $25,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

Furthermore, contractors shall include similar provisions in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations. The contract with the subcontractor that contends similar language shall be made available to the Office of Contract Compliance upon request.

The City no longer requires separate affidavits to confirm compliance with any of these programs. Contractors agree to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.


INSTRUCTIONS:

No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.
The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

bca.lacity.org

INSTRUCTIONS:

a. The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).
1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarding a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

3. Who is responsible for the administration and enforcement of the Ordinance?

Three departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

<table>
<thead>
<tr>
<th>Administrative Agency</th>
<th>Agreement Type</th>
<th>Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works, BCA</td>
<td>Service</td>
<td>Russ Strazella (213) 580-5012</td>
</tr>
<tr>
<td>Public Works, BCA</td>
<td>Construction</td>
<td>Russ Struzella (213) 580-5012</td>
</tr>
<tr>
<td>General Services</td>
<td>Procurement</td>
<td>Raymond Richards (213) 485-4591</td>
</tr>
</tbody>
</table>

4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a “service agreement” include:
- An agreement for $25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for $100,000 or more if the agreement is for the purpose of economic development or job growth. City financial
assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for $100,000 or more. Agreements to purchase garments are covered if they are for $25,000 or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

5. When did the Ordinance become applicable?

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, "sole-sourced" contracts, and any other procurement process) released to the public on or after September 4, 2001. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

6. If an IFB is subject to the CRO, what must a department do?

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

7. What is a Responsibility Questionnaire?

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer’s responsibility, as well as any information contained in the Office of Contract Compliance’s Contractor Evaluation database [http://caodocs.ci.la.ca.us/ContEval/] regarding the proposer’s prior performance on City contracts.

8. What must a bidder/proposer do when responding to an IFB?

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

9. Is a separate Questionnaire required for each IFB?

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.
10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City’s Bidder/Contractor Responsibility website: www.lacity.org/bidresp. This posting also applies to “sole-sourced” contracts, so the completed Questionnaire from a proposed “sole-sourced” contractor must be forwarded to the appropriate DAA for posting.

11. How long will the Questionnaires be posted?

The Questionnaires will be posted on the internet for 14 calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

12. What happens during the 14 calendar-day posting period?

The general public will be able to review the Questionnaires posted. If, during the 14 calendar-day posting period, the DAA receives information that calls into question a bidder/proposer’s responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer’s responsibility.

13. How does a department know that the posting requirement has been met?

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

14. Are contract amendments subject to the CRO?

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
• Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
• When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor’s responsibility and ability to continue the agreement.
• Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
• Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

16. What happens if a contractor is found to be in violation of the Ordinance?

The DAA will notify the contractor that a violation has been found and give the contractor 10 calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

17. What about subcontractors?

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

18. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:
• Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
• Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
• Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.
• Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.

• Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.

• Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?

All CRO-related information and documents can be found on the CRO website: http://www.lacity.org/bidresp.
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

City Department/Division Awarding Contract

City Department/Division Awarding Contract

City Contact Person

Phone

City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address

City

State

Zip

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.

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: _____/_____/______ State of incorporation: ______________
List the corporation’s current officers.

President: __________________________

Vice President: ______________________

Secretary: __________________________

Treasurer: __________________________

☐ Check the box only if your firm is a publicly traded corporation.
List those who own 5% or more of the corporation’s 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 in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]
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?     _________ 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.
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.

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. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT B FOR SECTIONS D THROUGH H

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. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

Check Yes in response to Question No. 16 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

FEDERAL ENTITIES

Federal Department of Labor
- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

Federal Department of Justice
- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

Federal Department of Housing and Urban Development (HUD)
- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

Federal Equal Employment Opportunity Commission
- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

STATE ENTITIES

California's Department of Industrial Relations
- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

California's Department of Fair Employment and Housing
- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

California Department of Consumer Affairs
- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractors’ State Licensing Board

California’s Department of Justice

LOCAL ENTITIES

City of Los Angeles or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

OTHERS

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
EQUAL BENEFITS ORDINANCE / FIRST SOURCE HIRING ORDINANCE
SECTION E

EQUAL BENEFITS ORDINANCE STATEMENT

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org, prior to award of a City contract that exceeds $25,000. The affidavit shall be valid for a period of three years from the date it is first uploaded onto the City’s BAVN. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds $25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City’s BAVN.

Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration’s web site at http://bca.lacity.org.

INSTRUCTIONS:

a. All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit web application form located on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org.
SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of $25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Additional information may be found at http://bca.lacity.org/index.cfm.

INSTRUCTIONS:

Proposers who believe that they meet the qualifications for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW-10), the Non-Profit/One-Person Contractor Certification of Exemption (Form OCC/LW-13), or the Small Business Exemption Application (Form OCC/LW-26A). These exemption forms are available on the Bureau of Contract Administration website at http://bca.lacity.org/index.cfm.

If no exemption is claimed, do not submit the abovementioned forms with the proposal.
CITY OF LOS ANGELES
LIVING WAGE ORDINANCE
(Los Angeles Administrative Code Section 10.37 et seq.)

1. What is the Living Wage Ordinance?

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at www.lacity.org/bca/OCCmain.html.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than $12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

The LWO was adopted in May, 1997 and amended in January, 1999.

3. What types of agreements are subject to the Ordinance?

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over $25,000.00 and for at least three months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.

4. Is an agreement subject to the LWO if it was entered into before May, 1997?

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.
5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?

All employers are required to comply with the LWO’s prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

6. Are all employees covered by the Ordinance?

Intentionally left blank 8/18/06

7. Are an employer’s subcontractors subject to the requirements of the Ordinance?

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

8. What happens if an employer is found to be in violation of the Ordinance?

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to one hundred dollars ($100.00) for each day the violation remains uncorrected.

9. What if a subcontractor is found to be in violation of the Ordinance?

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

10. What can an employee do if an employer is in violation of the Ordinance?

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

11. Are there any exemptions available under the Ordinance?

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than 3 months or $25,000 or less.
• Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
• Construction contracts that do not meet the definition of a service agreement.
• Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
• Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
• Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
• Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer’s hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
• Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than $471,870 (effective July 1, 2012). The qualifying annual gross revenue is adjusted every July.
• One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
• Agreements that involve other governmental entities.

12. Who is responsible for the administration and enforcement of the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeoe@lacity.org, or go to the Office of Contract Compliance website at http://bca.lacity.org.
LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.

1. The following exemptions do not require OCC approval or any Contractor Certification: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.

   a. Less than three months OR less than $25,000 (LAAC 10.37.1(j)). Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.

   b. Other governmental entities (LAAC 10.37.1(g)). Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.

   c. Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)). Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.

   d. Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)). Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.

   e. City financial assistance not meeting thresholds (LAAC 10.37.1(c)). Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
      (1) The assistance given in a 12-month period is below $1,000,000 AND less than $100,000 per year.
      (2) The assistance is not for economic development or job growth.

   f. Business Improvement Districts (BID) (LWO Regulation #11). Service agreements are categorically exempt from the LWO if the services are funded with the BID’s assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

2. The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13). No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation’s highest paid employee is less than eight times the hourly wage rate of the corporation’s lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children 12 years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

b. **One-person contractors with no employees (LAAC 10.37.1(f))**: Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**

a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12)**: Contractors whose employees are covered by a CBA that supersedes the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.

b. **Occupational license (LAAC 10.37.1(f))**: Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.

c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i))**: Small businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than $471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.

d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).

(1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).

(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.
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.

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<tr>
<th>CONTRACTOR INFORMATION:</th>
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<tbody>
<tr>
<td>1. Company Name:</td>
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<tr>
<td>2. Company Address:</td>
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<tr>
<td>3. Are you a Subcontractor? Yes No</td>
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<tr>
<td>If YES, state the name of your Prime Contractor:</td>
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<td>4. Type of Service Provided:</td>
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<tr>
<th>NON-COVERAGE INFORMATION:</th>
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<tr>
<td>TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS</td>
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<tr>
<td>REQUEST FOR NON-COVERAGE DETERMINATION</td>
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<tr>
<td>☐ Per Section10.37.13 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”.</td>
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<tr>
<td>A detailed 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.</td>
</tr>
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<tr>
<th>EXEMPTION INFORMATION:</th>
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<tr>
<td>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:</td>
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<tr>
<td>TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY</td>
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<tr>
<td>☐ Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.</td>
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<tr>
<td>Provide a copy of grant-funding agency’s determination to the OCC.</td>
</tr>
</tbody>
</table>

| TO BE REQUESTED BY CONTRACTORS ONLY |
| EXEMPTION |
| SUPPORTING DOCUMENTATION REQUIRED |
| ☐ 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. |
| ☐ 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 Phone # Date

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.

AWARDING DEPARTMENT USE ONLY:

Dept: Dept Contact: Contact Phone: Contract #:

OCC USE ONLY:

Approved / Not Approved – Reason:

By OCC Analyst: Date:

Form OCC/LW-10, Rev. 11/09

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625
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:

<table>
<thead>
<tr>
<th>EXEMPTION</th>
<th>SUPPORTING DOCUMENTATION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ 501(c)(3) Non-Profit Organizations:</td>
<td>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</td>
</tr>
<tr>
<td>▪ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</td>
<td></td>
</tr>
<tr>
<td>▪ The exemption is valid for all employees except Child Care Workers.</td>
<td></td>
</tr>
<tr>
<td>▪ Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</td>
<td></td>
</tr>
<tr>
<td>▪ Under the LWO's Rules and Regulations, a Child Care Worker is an employee &quot;whose work on an agreement involves the care or supervision of children 12 years of age and under.&quot;</td>
<td></td>
</tr>
<tr>
<td>▪ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</td>
<td></td>
</tr>
<tr>
<td>□ One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.</td>
<td>2. ANSWER the following questions:</td>
</tr>
<tr>
<td>▪ STATE the hourly wage of HIGHEST paid employee in the organization: $ __________</td>
<td></td>
</tr>
<tr>
<td>▪ STATE the hourly wage of LOWEST paid employee in the organization: $ __________</td>
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</tr>
<tr>
<td>▪ MULTIPLY B by 8: $ __________</td>
<td></td>
</tr>
<tr>
<td>▪ Based on Question 2 above, is A less than C?  □ YES  □ NO</td>
<td></td>
</tr>
<tr>
<td>▪ If NO, your company is NOT eligible for an exemption.</td>
<td></td>
</tr>
<tr>
<td>▪ If YES, sign and submit this application for final approval.</td>
<td></td>
</tr>
<tr>
<td>□ Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?  □ YES  □ NO</td>
<td></td>
</tr>
<tr>
<td>□ Fill &amp; Submit LW-18 Subcontractor Information Form.</td>
<td></td>
</tr>
</tbody>
</table>

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 SMALL BUSINESS EXEMPTION APPLICATION

**EXEMPTION THAT REQUIRES OCC APPROVAL**

This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. 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. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises):

5. STATE the total number of businesses you have inside the City of Los Angeles premises only:

## SECTION I: BUSINESS INFORMATION

<table>
<thead>
<tr>
<th>CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART A</strong></td>
</tr>
<tr>
<td>□ I am a lessee or licensee beginning my first year of operation as a business.</td>
</tr>
<tr>
<td>□ I have other businesses, but this is my first year of operation on City premises. Effective July 1, 2016, my gross annual revenues for all of my businesses are less than $497,363 for the 2015 calendar year.</td>
</tr>
<tr>
<td>□ I have (a) business(es) on City premises, and effective July 1, 2016, my gross annual revenues from all my business(es) on City premises are less than $497,363 for the 2015 calendar year.</td>
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</tbody>
</table>

**PART B: SUPPORTING DOCUMENTATION REQUIRED**

- None Required.
- ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es).
- ATTACH 2015 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.

If you **DID NOT** check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION.

If you checked off ANY boxes in PART A, continue to Section II.

## SECTION II: EMPLOYEE INFORMATION

| CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D: |

**PART C**

- □ I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).
- □ My company’s workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.

**PART D: SUPPORTING DOCUMENTATION REQUIRED**

- Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR
- Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION.

If you checked off ANY box in PART C, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.

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.

<table>
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<tr>
<th>Signature of Person Completing This Form</th>
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<tr>
<td>Date</td>
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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 #: ___________________ |

## OCC USE ONLY:

| Approved / Not Approved – Reason: ___________________ Date: ___________________ |

By OCC Analyst: ___________________ Date: ___________________
LWO – OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET
EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID

This worksheet must be completed for EACH company or business for which you have a controlling interest, whether or not it is on City premises. You may COPY THIS FORM as necessary for EACH company. Include the names of ALL PERSONS employed by EACH company, and the number of hours worked each month for the current year. ATTACH this form(s) to LW-26A.

1. Company Name: ____________________________ Company Phone: ____________________________

2. Company Address: ____________________________

3. Enter # of Hours worked: ____________________________

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<tr>
<th>EMPLOYEE NAME</th>
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<th>APR</th>
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<th>JUN</th>
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</table>

4. TOTAL HOURS: 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

5. Check each box indicating which nine (9) months you would like be reviewed:

   □  □  □  □  □  □  □  □  □  □  □  □  □

6a. TOTAL HOURS for the nine (9) months selected in 5 above: ____________

6b. DIVIDE 6a by 9: ____________

6c. Is 6b less than 1,214? □ YES □ NO

7. If 6c is NO, then this contract IS NOT ELIGIBLE FOR AN EXEMPTION. If 6c is YES, SIGN and ATTACH this form to LW-26A.

I certify under penalty of perjury that the information herein is true and correct to the best of my knowledge. I will provide further documentation and proof upon request. I understand that the submission of false information may lead to the revocation of any approved exemption.

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 LW2O 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.

Form OCC/LW-26B, Rev. 06/16

OFFICE OF CONTRACT COMPLIANCE, EEO SECTION: (213) 847-2625
CITY OF LOS ANGELES

Service Contractor Worker Retention Ordinance
(Los Angeles Administrative Code Section 10.36 et seq.)

1. What is the Service Contractor Worker Retention Ordinance?

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least 12 months. (See also Question #7 regarding which employees are covered.)

2. What is a successor contractor?

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

3. What types of agreements are covered by the Ordinance?

The SCWRO covers the following types of agreements:
- For services in an amount over $25,000.00 and for at least three months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

4. What does the Ordinance require a terminated contractor to do?

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

5. What does the Ordinance require a successor contractor to do?

The Ordinance requires the successor contractor to:
- Offer employment and retain for a 90-day period the employees who worked for at least 12 months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the 90-day period.

6. Do the employees retained under the Ordinance receive any additional protection?

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

Living Wage Ordinance Summary (Rev. 08/12)
7. Does the successor contractor have to retain all the prior contractor’s employees?

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than $15.00 per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding 12 months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

9. What happens if an employee is discharged in violation of the Ordinance?

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

10. What if a contractor is found to be in violation of the Ordinance?

The City may terminate the agreement or pursue other legal remedies.

11. Who is responsible for administering and enforcing the Ordinance?

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, 3rd Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to bca.eeo@cacity.org, or go to the Office of Contract Compliance website at http://bca.lacity.org.
Established by Mayor's Executive Directive No. 14, this program requires all respondents to Requests for Bids (RFB), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), www.labavn.org

**INSTRUCTIONS:**

All proposers must perform and submit the Business Inclusion Program Outreach as described in the following instructions.
CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)


All BIP outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline.

<table>
<thead>
<tr>
<th>The Recreation and Parks anticipated levels of</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE Participation:</td>
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<tr>
<td>WBE Participation:</td>
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<tr>
<td>SBE Participation:</td>
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<tr>
<td>EBE Participation:</td>
</tr>
<tr>
<td>DVBE Participation:</td>
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NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.
CITY OF LOS ANGELES’ POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

SUMMARY

This policy sets forth the City of Los Angeles’ rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City’s BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate an outreach on the BAVN to comply with the indicators will render the bid non-responsive.

A. GENERAL

This policy statement explains how the City’s BIP will be administered within the Awarding Authority for personal services contracts. The Awarding Authority is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. The BIP is set forth in this policy Statement. Respondents to the Awarding Authority shall be fully informed concerning the requirements of this Program. Failure to comply with the City’s BIP outreach requirements will render the response non-responsive and result in its rejection.

B. DEFINITIONS

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:

   a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and

   b. A business whose management and daily business operations are controlled by one or more minority persons or women.

2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

   a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed $7 million.

   b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed $14 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed $3.5 million.

4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
   a. A business that is at least 51 percent owned by one or more disabled veterans.
   b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.

5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.

6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).

7. Disabled Veteran: For the purpose of this program, the term “Disabled Veteran” shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.

8. Certification must be current on the date the Awarding Authority awards a contract for the project if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
   a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles’ MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:
1) **City of Los Angeles**  
   Bureau of Contract Administration, Office of Contract Compliance  
   1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
   Telephone: (213) 847-2684  FAX: (213) 847-2777  
   Internet address: http://www.lacity.org/BCA

2) **CalTrans**  
   Caltrans Division of Procurement and Contracts/Material and  
   Distribution Branch/Publication Unit  
   1900 Royal Oaks Drive, Sacramento, CA 95815  
   To order a directory, call (916) 445-3520  
   Internet address: http://www.dot.ca.gov/hq/bep/

3) **Los Angeles County Metropolitan Transportation Authority**  
   Equal Opportunity Department  
   1 Gateway Plaza, Los Angeles, CA 90012  
   Telephone: (213) 922-2600  FAX: (213) 922-7660  
   Internet address: http://www.mta.net

4) **Southern California Minority Business Development Council, Inc.**  
   (for a fee)  
   800 W. 6th Street, Suite 850, Los Angeles, CA 90017  
   Telephone: (213) 689-6960  Fax: (213) 689-1707  
   Internet address: http://www.scmbdc.org

   b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE  
   firm must be certified by either: 1) City of Los Angeles, Bureau of Contract  
   Administration; or 2) State of California, Office of Small Business &  
   Disabled Veterans Business Enterprise Services so long as the  
   certification meets all of the City of Los Angeles’ SBE or EBE  
   certification criteria. Note: The State of California does not offer EBE  
   certifications. For the purposes of this program, the State’s Microbusiness  
   certification will be considered synonymous with the City’s EBE  
   certification.

   c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be  
   certified by State of California, Office of Small Business & Disabled  
   Veterans Business Enterprise Services.

9. **Business Inclusion Program Outreach Documentation**: The respondent must take  
   affirmative steps prior to submission of their RFP response to ensure that a  
   maximum effort is made to recruit subconsultants. Minority, women, small,  
   emerging, disabled veteran owned and controlled businesses must be  
   considered along with other business enterprises whenever possible as sources  
   of subconsulting services. Affirmative steps for BIP Outreach Documentation are  
   outlined in Paragraph C herein. The BIP Outreach Documentation must be  
   submitted as described in Paragraph C herein. Failure to submit the BIP  
   Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.

11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.

14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
   a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
   b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
   c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,
unless the vendor manufactures or substantially alters the materials/supplies.

d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.

e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.

g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.

h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on city staff and RFP respondents alike, the Mayor’s Office has developed a Business Inclusion Program (BIP). The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and department’s achievement of its annual goals. A respondent’s BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City’s Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City’s Webpage (http://www.lacity.org) and linking onto “Bids, RFPs & Grants” or directly at www.labavn.org. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a bidder’s BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.
Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at support@labavn.org.
2. Email the Contract Coordinator listed in the RFP.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Contract Coordinator listed in the RFP.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

Each indicator (2-6) is evaluated on a pass/fail basis. All indicators (2-6) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the bidders’ name will be evaluated. Therefore submission by a third party will result in the bidder being deemed non-responsive.

1  LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION

The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

2  ATTENDED PRE-BID MEETING

The proposer attended the pre-proposal meeting scheduled by the Project Manager to inform all proposers of the requirements for the project for which the contract will be awarded. This requirement may be waived if the proposer certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

_Required Documentation:_ An employee of the proposer’s company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the proposer both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

_Note:_ If the RFP states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3  SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
The proposer has identified the minimum number, as determined by the Awarding Authority, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN’s BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the proposer to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFP response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

### 4 WRITTEN NOTICES TO SUBCONSULTANTS

All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the proposer is aware of a potential subconsultant that is not currently registered on the BAVN, it is the proposer’s responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their outreach. Letters must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the proposer, and contact person’s name, address, and telephone number. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE and OBE subcontractors that need to be notified for each work area.

<table>
<thead>
<tr>
<th># of Subcontractors in NAICS Code</th>
<th>% Prime Must Notify</th>
<th>Number Prime Must Notify</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-10</td>
<td>100%</td>
<td>1-10</td>
</tr>
<tr>
<td>11-20</td>
<td>80%</td>
<td>9-16</td>
</tr>
<tr>
<td>21-50</td>
<td>60%</td>
<td>13-30</td>
</tr>
<tr>
<td>51-100</td>
<td>40%</td>
<td>21-40</td>
</tr>
</tbody>
</table>

Rev. 07/01/11 (Citywide RFP – BAVN BIP)
A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

**Note:** Proposers will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN’s notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

### 5 PLANS, SPECIFICATIONS AND REQUIREMENTS

The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the proposer will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN’s BIP Outreach system.

**Note:** For purposes of RFPs, making a copy of the RFP available to potential subconsultants will meet this requirement. At the time a proposer utilizes the BAVN’s BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

### 6 NEGOTIATED IN GOOD FAITH

The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using BAVN and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to
the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using BAVN.

**Required Documentation:**

a) Schedule A MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form;
b) An online Summary Sheet organized by work area, listing the following:
   1) The responses and/or bids received;
   2) The name of the subconsultant who submitted the bid/quote;
   3) A brief reason given for selection/non-selection as a subconsultant;
c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer’s Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The summary sheet must be performed using the BAVN’s BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. If a bid/quote is submitted by a firm that is not registered with the BAVN, the proposer is required to add that firm to their summary sheet. A proposer’s failure to utilize the BAVN’s summary sheet function will result in their RFP response being deemed non-responsive.

**Note:** Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Proposers must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Proposers are encouraged to submit all of their bids/quotes with their RFP response submittal. Proposers will not be able to edit their summary sheet on the BAVN’s BIP Outreach summary sheet function after 4:30 p.m. on the first calendar day following the day of the RFP response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFP submission deadline. Proposers are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

### 7 BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE

Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.
**Required Documentation:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a proposer utilizes the BAVN’s BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Awarding Authority in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

D. **AWARD OF CONTRACT**

The Awarding Authority reserves the right to reject any and all RFP responses. The award of a contract will be to the responsive, responsible proposer whose proposal complies with all requirements prescribed herein. This includes compliance with the required Business Inclusion Program Outreach. A positive and adequate demonstration to the satisfaction of the Awarding Authority that a BIP Outreach to include MBE/WBE/SBE/EBE/DVBE/OBE subconsultants’ participation was made is a condition for eligibility for award of the contract.

In the event that the Awarding Authority considers awarding away from a proposer because of the proposer's failure to supply adequate BIP Outreach documentation, the Awarding Authority shall afford the proposer an opportunity to present further evidence to the Awarding Authority prior to a public hearing of the proposer's BIP Outreach evaluation.

E. **SUBCONSULTANT SUBSTITUTION**

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.

b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.

2. **MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution:** The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.

   a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:

      1) Name of company contacted; contact person and telephone number; date and time of contact.

      2) Response for each item of work which was solicited, including dollar amounts.

      3) Reason for selection or rejection of sub-bid prospect.

      4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

   a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.

   b. The reason for the reduction. Specific details should be given in order for the Consultant’s request to be processed promptly.

   c. The Consultant shall submit all documentation to the Awarding Authority’s Project Manager.

F. **SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.
G. **SUBMITTAL DOCUMENTS**

1. **MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form (Schedule A)**

   Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form, provided here in as Schedule A. The proposer shall list itself and the names and addresses of all firms to be used with a complete description of work or supplies to be provided by each, and the description of work to be performed.

2. **MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B)**

   During the term of the contract, the consultant must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule B) when submitting the Monthly Remittance Advice to the City.

3. **Final Subcontracting Report (Schedule C)**

   Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

H. **RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Awarding Authority which acts as the City’s Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

I. **AWARD OF CONTRACT**

   Nothing herein restricts the discretion of the Awarding Authority to reject all proposals in accordance with Charter Section 371.
# 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)*

<table>
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## LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

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<thead>
<tr>
<th>NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT</th>
<th>DESCRIPTION OF WORK OR SUPPLY</th>
<th>MBE/WBE/SBE/EBE/DVBE/OBE</th>
<th>CALTRANS/CITY/MTA CERT. NO.</th>
<th>DOLLAR VALUE OF SUBCONTRACT</th>
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## PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION

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<tr>
<td>BASE BID AMOUNT</td>
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Signature of Person Completing this Form  

Printed Name of Person Completing this Form  

Title                        Date

## MUST BE SUBMITTED WITH PROPOSAL

## SCHEDULE B

## CITY OF LOS ANGELES

Rev. 07/01/11 (Citywide RFP – BAVN BIP)
# MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile

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<th>Consultant</th>
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<tr>
<th><strong>Contract Amount</strong> (Including Amendments)</th>
<th><strong>This Invoice Amount</strong></th>
<th><strong>Invoiced To Date Amount</strong> (Include This Invoice)</th>
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<tr>
<th><strong>MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors (List All Subs)</strong></th>
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<td><strong>NAME OF SUBCONTRACTOR</strong></td>
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<tr>
<th><strong>Current Percentage of MBE/WBE/SBE/EBE/DVBE/OBE Participation To Date</strong></th>
<th><strong>Signature of Person Completing this Form:</strong></th>
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<td><strong>Dollars</strong></td>
<td><strong>Percent</strong></td>
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**Rev. 07/01/11 (Citywide RFP – BAVN BIP)**
SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT

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<th>Project Title</th>
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<tr>
<th>Name, Address, Telephone No. of all Subconsultants Listed on Schedule B</th>
<th>Description of Work or Supply</th>
<th>MBE/WBE/SBE/EBE/DVBE/OBE</th>
<th>Original Dollar Value of Subcontract</th>
<th>Actual Dollar Value of Subcontract*</th>
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* If the actual dollar value differs from the original dollar value, explain the differences and give details.

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<th>Achieved Levels</th>
<th>Pledged Levels</th>
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<td>DVBE Participation</td>
<td>OBE Participation</td>
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Signature of Person Completing this Form ________________________
Printed Name ________________________
Title ________________________
Date ________________________

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION
SECTION H
MUNICIPAL LOBBYING ORDINANCE (MLO)

The City’s Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than $25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at:


INSTRUCTIONS:

a. All proposers must complete the enclosed Bidder Certification form (CEC Form 50) and submit with the proposal.
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 ____________)

Bid/Contract/BAVN Number: __________________________
Awarding Authority (Department): __________________________

Name of Bidder: __________________________
Phone: __________________________

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(i):
      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(i)(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 sublicenses;
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.
The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth $100,000 or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

Proposers and their principals must register with the City Ethics Commission. To do so, each proposer must submit with its bid a certification, on a form (CEC Form 55) prescribed by the City Ethics Commission. By doing so, the proposer acknowledges and agrees to comply with the requirements and prohibitions established in the Los Angeles City Charter.

In addition, any subcontractors who are projected to do $100,000 worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B).

**INSTRUCTIONS:**

a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.

b. All of proposer’s subcontractors who are projected to do $100,000 worth of work or more must be included on CEC Form 55 (Schedule B).
# 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):

### Date Bid Submitted:

### Description of Contract (title of RFP and services to be provided):

### City Department Awarding the Contract:

### BIDDER INFORMATION

**Name:**

**Address:**

**Email:**

**Phone:**

### 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:**

**Signature:**

**Name:**

**Title:**

---

Revised February 2016  
Los Angeles City Charter § 470(c)(12)  
Los Angeles Municipal Code §§ 49.7.35(B)(3), (4)
**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.

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Schedule B — Subcontractors and their Principals

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

Subcontractor: 
Address: 

Check one of the following:

☐ The subcontractor listed above is an individual and has no other principals.

☐ The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

☐ Check this box if additional Schedule B pages are attached.

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FORM W-9, REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION
SECTION I

FORM W-9
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER (TIN) AND CERTIFICATION

The Department requires Form W-9, “Request for Taxpayer Identification Number (TIN) and Certification,” from all entities (vendors, operators, concessionaires, etc.) doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

INSTRUCTIONS:

a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer’s legal business name as listed on the Proposer’s Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at http://www.irs.gov/Forms-&-Pubs.
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
SECTION K
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles 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.

For more information, proposers can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at www.dgs.ca.gov/pd/Resources/PDLegislation.aspx.

INSTRUCTIONS:

a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT  
(Calendar 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 (BRTC) 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.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (printed)</th>
<th>BTRC (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Print Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>City Approval (Signature)</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (printed)</th>
<th>BTRC (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Print Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>City Approval (Signature)</td>
</tr>
</tbody>
</table>
SECTION II

Compliance Documents to be Submitted by Selected Proposer
AMERICAN WITH DISABILITIES ACT CERTIFICATION
CERTIFICATION REGARDING COMPLIANCE WITH THE
AMERICANS WITH DISABILITIES ACT

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

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.

2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.

3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.

4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: _________________________________________

CONTRACTOR: ________________________________________________
____________________________________________________________________
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____________________________               ____________________
SIGNATURE                          DATE
BUSINESS TAX REGISTRATION CERTIFICATE
**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER**
**OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-5901.

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name: __________________________________________

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

[Boxes for data entry]

**New format:**

[Boxes for data entry]

State effective dates here: ______________________ to ______________________

If you have an application pending in the Department of Finance, and have not as yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

If you have received an exemption from the Department of Finance, provide an explanation for the exemption and the exemption number.

**Exemption Number:**

[Boxes for data entry]

**Explanation:**

________________________________________________________________________

________________________________________________________________________
CHILD SUPPORT OBLIGATIONS
City of Los Angeles
CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that __________________________ will:

Name of Business

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

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

________________________________________
City/County/State

________________________________________
Date

Name of Business

Address

Signature of Authorized Officer or Representative

Print Name

Title

Telephone Number
CITY OF LOS ANGELES
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least $25,000 and three months, contracts for services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars ($25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

(a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.

(d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor’s fitness and ability to continue the contract.

(e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.

(f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.

(g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/07/2014)
LOS ANGELES RESIDENCE INFORMATION
LAS ANGELES RESIDENCE INFORMATION

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

Organization: __________________________________________

I. Corporate or Main Office Address

____________________________________________________

____________________________________________________

____________________________________________________

II. Total Number of Employees in the Organization: ______________

III. Percentage of the Proposer’s Total Workforce Employed within the City Of Los Angeles: ______________; Percentage Residing in the City: _________________________

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

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

____________________________________________________

V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within the City: ________________; Percentage Residing in the City: _________________________
LIVING WAGE ORDINANCE AND SERVICE CONTRACT
WORKER RETENTION ORDINANCE
### LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

**REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

This form must be signed within **90 DAYS** of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

<table>
<thead>
<tr>
<th>1. Company Name:</th>
<th>Company Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Company Address:</td>
<td></td>
</tr>
<tr>
<td>3. Awarding Department:</td>
<td></td>
</tr>
<tr>
<td>4. Project Name:</td>
<td></td>
</tr>
</tbody>
</table>

**IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR’S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR’S AGREEMENT WITH THE CITY.**

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:**

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to Living Wage Ordinance (LWO) must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2016, a wage of at least $11.27 per hour with health benefits of $1.25 per hour, or $12.52 per hour without health benefits (to be adjusted annually on July 1) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees) (Regulation #4);
- At least 10 additional days off per year of uncompensated time off for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - [http://bca.lacity.org](http://bca.lacity.org), for details regarding the wage and benefit requirements of the Ordinance.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

<table>
<thead>
<tr>
<th>1. Company Name:</th>
<th>Company Phone Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Company Address:</td>
<td></td>
</tr>
<tr>
<td>3. Type of Service Provided by Subcontractor to Prime:</td>
<td></td>
</tr>
<tr>
<td>4. Amount of Subcontract:</td>
<td>Subcontract Start Date: <strong>/</strong>/___ End Date: <strong>/</strong>/___</td>
</tr>
</tbody>
</table>

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

<table>
<thead>
<tr>
<th>Print Name of Person Completing This Form</th>
<th>Signature of Person Completing This Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>Phone #</td>
</tr>
<tr>
<td></td>
<td>Date</td>
</tr>
</tbody>
</table>

*Form OCC/LW-5, Rev. 6/16*

**OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625**
LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:

- As of July 1, 2016 a wage of at least $11.27 per hour with health benefits of $1.25 per hour, or $12.52 per hour without health benefits (to be adjusted annually on July 1) (Regulation #4);
- At least 12 compensated days off per year for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees) (Regulation #4); and
- At least 10 additional days off per year of uncompensated time off for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making less than $12.00 per hour information of their possible right to the federal Earned Income Tax Credit (EITC) and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

- Not to retaliate against any employee claiming non-compliance with the provisions of these Ordinances and to comply with federal law prohibiting retaliation for union organizing (Regulation #4).

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _______________________________ Email Address: _______________________________

2. STATE the number of employees working ON THIS CITY CONTRACT: ____________

3. ATTACH a copy of your company’s 1st PAYROLL under THIS CITY CONTRACT.

4. INDICATE (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.

5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? □ Yes □ No
   If YES, STATE how much, if any, employees pay for co-premiums: $ ____________

FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form _______________________________ Signature of Person Completing This Form _______________________________

Title ___________________________ Phone # ___________________________ Date ___________________________

AWARDING DEPARTMENT USE ONLY:

Dept: ____________ Dept Contact: ___________________________ Contact Phone: ___________________________ Contract #: ___________________________

Form OCC/LW-6, Rev. 6/16
OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625
LWO – SUBCONTRACTOR INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

This form must be submitted to the AWARDING DEPARTMENT within 30 DAYS of contract execution. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

SECTION I: CONTRACTOR INFORMATION

1) Company Name: ___________________________ Contact Person: ___________________________ Phone Number: ___________________________
2) Do you have subcontractors working on this City contract? □ Yes □ No
   If NO, This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDING DEPARTMENT.
   If YES, a) STATE the number of your subcontractors ON THIS CITY CONTRACT: ___________________________
      b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

PART A

<table>
<thead>
<tr>
<th>I 501 (e)(3)</th>
<th>II One-Person Contractor</th>
<th>III CBA</th>
<th>IV Occupational License</th>
<th>V Small Business</th>
<th>VI Gov. entity</th>
</tr>
</thead>
</table>

1. Subcontractor Name: ___________________________
2. Contact Person: ___________________________ Phone #: ___________________________
3. Address: ___________________________
4. Purpose of Subcontract: ___________________________
5. Amount of Subcontract: $ ___________________________
6. Term: Start Date /_____/____ End Date /_____/____
7. Does the subcontract exceed $25,000? □ Yes □ No
8. Is the length of the subcontract at least three (3) months? □ Yes □ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.
If you checked off NO for any questions 7 OR 8, this subcontract IS NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.

1. Subcontractor Name: ___________________________
2. Contact Person: ___________________________ Phone #: ___________________________
3. Address: ___________________________
4. Purpose of Subcontract: ___________________________
5. Amount of Subcontract: $ ___________________________
6. Term: Start Date /_____/____ End Date /_____/____
7. Does the subcontract exceed $25,000? □ Yes □ No
8. Is the length of the subcontract at least three (3) months? □ Yes □ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.
If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.

1. Subcontractor Name: ___________________________
2. Contact Person: ___________________________ Phone #: ___________________________
3. Address: ___________________________
4. Purpose of Subcontract: ___________________________
5. Amount of Subcontract: $ ___________________________
6. Term: Start Date /_____/____ End Date /_____/____
7. Does the subcontract exceed $25,000? □ Yes □ No
8. Is the length of the subcontract at least three (3) months? □ Yes □ No

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.
If you checked off NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.
<table>
<thead>
<tr>
<th>PART A</th>
<th>PART B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Subcontractor Name:</td>
<td>CHECK OFF ONLY ONE BOX (I-VI) FOR EACH</td>
</tr>
<tr>
<td>2. Contact Person:</td>
<td>SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE</td>
</tr>
<tr>
<td>Phone #:</td>
<td>ONTO SECTION III:</td>
</tr>
<tr>
<td>3. Address:</td>
<td></td>
</tr>
<tr>
<td>4. Purpose of Subcontract:</td>
<td>I</td>
</tr>
<tr>
<td>5. Amount of Subcontract: $</td>
<td>II One-Person</td>
</tr>
<tr>
<td>6. Term: Start Date / End Date</td>
<td>III CBA</td>
</tr>
<tr>
<td>7. Does the subcontract exceed $25,000? ☐ Yes ☐ No</td>
<td>IV Occupational</td>
</tr>
<tr>
<td>8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No</td>
<td>V Small Business</td>
</tr>
</tbody>
</table>

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.

If you checked NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO. Continue to fill in Part A for additional subs below.

<table>
<thead>
<tr>
<th>PART A</th>
<th>PART B</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Subcontractor Name:</td>
<td></td>
</tr>
<tr>
<td>2. Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Phone #:</td>
<td></td>
</tr>
<tr>
<td>3. Address:</td>
<td></td>
</tr>
<tr>
<td>4. Purpose of Subcontract:</td>
<td></td>
</tr>
<tr>
<td>5. Amount of Subcontract: $</td>
<td></td>
</tr>
<tr>
<td>6. Term: Start Date / End Date</td>
<td></td>
</tr>
<tr>
<td>7. Does the subcontract exceed $25,000? ☐ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>8. Is the length of the subcontract at least three (3) months? ☐ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

If you checked off YES for Questions 7 AND 8, this subcontract IS SUBJECT TO THE LWO. Continue onto Part B.

If you checked NO for any questions 7 OR 8, this subcontract is NOT SUBJECT TO THE LWO.

SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)

1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. Continue to Section V, and submit this form and all supporting documentation to the Awarding Department for approval.

2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, Continue to Section IV.

<table>
<thead>
<tr>
<th>EXEMPTION</th>
<th>SUPPORTING DOCUMENTATION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>One-person contractors, lessee, licensee 501(c)(3) non-profit organization</td>
<td>LW 13 – Departmental Exemption Form <a href="http://boa.lacity.org/index.cfm?nt=ee&amp;nt_body=dlv_occ_lwo_forms.cfm">http://boa.lacity.org/index.cfm?nt=ee&amp;nt_body=dlv_occ_lwo_forms.cfm</a></td>
</tr>
<tr>
<td>Occupational license required</td>
<td>LW 10 – OCC Exemption Form <a href="http://boa.lacity.org/index.cfm?nt=ee&amp;nt_body=dlv_occ_lwo_forms.cfm">http://boa.lacity.org/index.cfm?nt=ee&amp;nt_body=dlv_occ_lwo_forms.cfm</a></td>
</tr>
<tr>
<td>Collective bargaining agreement w/supersession language</td>
<td>LW 26 – Small Business Exemption Form (English &amp; Spanish) <a href="http://boa.lacity.org/index.cfm?nt=ee&amp;nt_body=dlv_occ_lwo_forms.cfm">http://boa.lacity.org/index.cfm?nt=ee&amp;nt_body=dlv_occ_lwo_forms.cfm</a></td>
</tr>
<tr>
<td>Small Business</td>
<td>NONE REQUIRED.</td>
</tr>
<tr>
<td>Governmental Entity</td>
<td></td>
</tr>
</tbody>
</table>

SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)

Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.

1) Employee Information Form LW 6 – http://boa.lacity.org/index.cfm?nt=ee&nt_body=dlv_occ_lwo_forms.cfm
2) Subcontractor Information Form LW 18 – http://boa.lacity.org/index.cfm?nt=ee&nt_body=dlv_occ_lwo_forms.cfm
3) Subcontractor Declaration of Compliance Form (retain) LW 5 – http://boa.lacity.org/index.cfm?nt=ee&nt_body=dlv_occ_lwo_forms.cfm

SECTION V: SIGNATURE

I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form
Signature of Person Completing This Form
Title Phone # Date

AWARDING DEPARTMENT USE ONLY:

Dept: Dept Contact: Contact Phone: Contract #:
ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

1 Non-Profit 501(c)(3) Organizations: A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:
(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation’s chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the “chief executive officer (CEO)” means the CEO of the 501(c)(3) corporation that entered into the agreement.

2 One-Person Contractor: A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

3 Exemption by Collective Bargaining Agreement – LAAC 10.37.12: An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) Provisional Exemption from LWO during negotiation of CBA: An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

(i) If the final CBA signed by the employer and the union supersede the LWO, the employer shall be considered to be exempt from the LWO’s wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.

(ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

4 Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses: If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

5 Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(l): A public lessee or licensee claiming exemption from the LWO under section 10.37.1(l) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:
(A) The lessee’s or licensee’s gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(B) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

6 Governmental Entities — LAAC 10.37.1(g): Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.
SECTION R
SLAVERY DISCLOSURE ORDINANCE

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

All Proposers shall complete and electronically sign the Slavery Disclosure Ordinance Affidavit available on the City of Los Angeles’ Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract.

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration’s web site at www.bca.lacity.org.
**Required Insurance and Minimum Limits**

Name: ___________________________________________ Date: __09/12/2017__

Agreement/Reference: Request for Proposal - 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.

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<tr>
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<tr>
<td>Waiver of Subrogation in favor of City</td>
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<td>Fire Legal Liability $1,000,000</td>
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<td>Broad Form Liquor Liability, and</td>
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<td>Pollution Liability</td>
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<td>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</td>
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</table>

Other: Submitted to Stanley Woo @ RAP
Woodley Lakes
Food and Beverage Concession Premises

- R = Restaurant
- HH = Halfway House (Restrooms are public.)
Sepulveda Golf Complex (Encino/Balboa)

Food and Beverage Concession Premises

- **R** = Restaurant
- **HH1** = Halfway House #1 (Restrooms are public.)
- **HH2** = Halfway House #2 (Restrooms are public.)
- **HH3** = Halfway House #3  ***May be added at a later date***  
  (One section of the Range Shop Building. Restrooms are public.)
GOOD FOOD PURCHASING POLICY

In accordance with Mayor's Executive Directive No. 24, "Good Food Purchasing Policy," proposers are required to comply with the City of Los Angeles' Good Food Purchasing Guidelines.

The purpose of the policy is to make Good Food (defined as "food that is healthy, affordable, fair, and sustainable") more widely available to all Angelenos in order to promote healthier eating habits, support our local business economy, and create more jobs along the food supply chain. The Good Food Purchasing Guidelines (Guidelines) emphasize five core values: Local Economies, Environmental Sustainability, Valued Workforce, Animal Welfare, and Nutrition. The complete Guidelines are included in this exhibit.

All Bidders/Proposers who are awarded contracts with the Department shall complete and submit the Good Food Purchasing Pledge (one [1] page) prior to execution of the contract.

INSTRUCTIONS:

a. Awarded proposer only: Complete, submit, and comply with the steps outlined in the Good Food Purchasing Pledge (Page 1 of attached informational package).
IN PLEDGING OUR SUPPORT FOR GOOD FOOD, we will use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers 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 pledge to leverage our purchasing power to support the following values:

- **Local Economies**: support 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 that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics; and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
- **Valued Workforce**: provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.
- **Animal Welfare**: provide healthy and humane care for livestock.
- **Nutrition**: promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and by eliminating artificial additives.

Signed by  
Signature  
Title  
Name of Institution  
Date

WE COMMIT OUR INSTITUTION TO TAKING THE FOLLOWING STEPS IN SUPPORT OF GOOD FOOD:

1. As outlined in the *Good Food Purchasing Guidelines for Food Service Institutions*, we commit to annually increasing our procurement of Good Food to meet multi-year benchmarks at the baseline level or beyond for five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition.

2. Establish supply chain accountability and a traceability system with vendors/distributors to verify sourcing commitments, assess current food procurement practices, and compile assessment results in a progress report.

3. Report annually on implementation progress of the *Good Food Purchasing Guidelines*.

TO GUIDE IMPLEMENTATION, WE COMMIT TO THE FOLLOWING TIMELINE:

1. Complete a baseline *Good Food Purchasing survey* within one month of signing the *Good Food Purchasing Pledge*.

2. Communicate Good Food commitment to all suppliers, including distributors and food service companies within one month of the adoption of the *Good Food Purchasing Pledge*.

3. Complete an assessment of food purchasing practices within six months of the adoption of the *Good Food Purchasing Pledge*.

4. Develop and adopt a multi-year action plan with benchmarks to comply with the *Good Food Purchasing Guidelines* within the first year of the adoption to the *Good Food Purchasing Pledge* and share action plans with the Los Angeles Food Policy Council.

5. Incorporate the *Good Food Purchasing Guidelines for Food Service Institutions* into new RFPs and contracts, where applicable.
PROGRAM COMPONENTS

- **Multi-Year Benchmarks:** Purchasers are asked to meet benchmarks in years one and five, recognizing that the shift towards Good Food purchasing will take time, and purchasers will need to make incremental changes.

- **Tiered-Value System:** A tiered-value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing Initiative. For each of the five values, foods are ranked from Level One (baseline) through Level Three (highest). Higher tiers of achievement are rewarded with more points accordingly.

- **Ranked Criteria:** For most value categories, third-party certifications and label claims allowed by USDA or FDA are used to determine the level of “Good” achieved by an institution’s purchases. These third-party certifications are used to rank Good Food purchases as Levels One (baseline), Two, or Three within each value category.

- **Baseline Requirements:** A baseline in each category is established that must be maintained throughout participation in the program.

- **Good Food Recognition:** Purchasers are scored and recognized at different levels to reward higher Good Food sourcing commitments within value categories. Purchasers that meet the baseline level for each category receive Good Food Purchaser recognition (one star). Additional levels (two to five stars) are awarded to purchasers to recognize the most dedicated supporters of the Good Food Purchasing Guidelines.

- **Traceability:** Purchasers are asked to work with suppliers to establish transparent reporting systems to verify product source.

- **Compliance Plan:** If vendor and/or suppliers do not have a current capacity to meet food purchasing targets, the vendor may submit a plan to achieve full compliance at a baseline level by the end of year one.

- **Annual Report:** Purchasers are asked to report annually on their progress.

- **Promotion:** The City of Los Angeles and the Los Angeles Food Policy Council will regularly promote and celebrate Good Food institutional commitments. Successful participants in the Good Food Purchasing Pledge program can also serve as an inspiration and positive role model for other institutions in our region.

PROGRAM OVERVIEW:
GOOD FOOD PURCHASING GUIDELINES

Los Angeles Food Policy Council (LAFPC), in collaboration with public, private, and non-profit partners, developed Good Food Purchasing Guidelines, model guidelines for food service establishments in assessing and purchasing Good Food — food that is healthy, affordable, fair, and sustainable.

Scaled similarly to LEED green building certification, the Good Food Purchasing Guidelines emphasize five key values:

1. Local Economies
2. Environmental Sustainability
3. Valued Workforce
4. Animal Welfare
5. Nutrition

About the Los Angeles Food Policy Council

The Los Angeles Food Policy Council (LAFPC) is a collective impact initiative created by Mayor Antonio Villaraigosa in January of 2011. LAFPC’s mission is to build a Good Food system for all Los Angeles residents. Such a system ensures that food is healthy, affordable, fair, and sustainable in order to improve the health and well-being of our residents, particularly in low-income communities and communities of color; promotes a thriving Good Food economy for everyone; and strengthens agricultural and environmental stewardship throughout the region. LAFPC coordinates the expertise and leadership of public, private, nonprofit, and academic partners to strengthen connections across the food system. The Food Policy Council and its staff serve as the “backbone” organization for the initiative, which has an extended reach of approximately 300 individuals and over 150 organizations.

LAFPC leverages its unique structure and placement as an independent multi-stakeholder initiative within the Mayor’s Office to advance innovative food policies. LAFPC combines coalition-building, leadership development, and issue and policy advocacy to advance food policies and programmatic innovations. The Council’s goal is to shift our regional food system to promote local growers, sustainable agriculture, and fair working conditions for all food workers, and to ensure access to healthy affordable food in underserved communities.

For more information, contact info@gooodfoodla.org.
Good Food
Purchasing Guidelines
for
Food Service Institutions

Los Angeles
Food Policy Council

October 2012
GOODFOODLA.ORG
### Los Angeles Food Policy Council

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization/Position</th>
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<tbody>
<tr>
<td>Martin Anenberg</td>
<td>FreshPoint Southern California</td>
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<tr>
<td>Andrea Azuma</td>
<td>Community Benefit, Kaiser Permanente Southern California</td>
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<tr>
<td>David Binkle</td>
<td>Food Services Division, Los Angeles Unified School District</td>
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<tr>
<td>Omar Brownson</td>
<td>Los Angeles River Revitalization Corporation</td>
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<tr>
<td>Glen Dale</td>
<td>Los Angeles Community Garden Council</td>
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<tr>
<td>Paula Daniels</td>
<td>Office of Mayor Villaraigosa, City of Los Angeles</td>
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<tr>
<td>Michael Flood</td>
<td>Los Angeles Regional Food Bank</td>
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<tr>
<td>Gwendolyn Flynn</td>
<td>Community Health Councils</td>
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<tr>
<td>Robert Gottlieb</td>
<td>Urban &amp; Environmental Policy Institute, Occidental College</td>
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<tr>
<td>Renee Guilbault</td>
<td>Pret A Manger</td>
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<tr>
<td>Glenda Humiston</td>
<td>California Rural Development, U.S. Department of Agriculture</td>
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<tr>
<td>Helena Juby</td>
<td>Fresno Community Market</td>
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<tr>
<td>AG Kawamura</td>
<td>Orange County Produce</td>
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<tr>
<td>Gregg Kettles</td>
<td>Office of Mayor Villaraigosa, City of Los Angeles</td>
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<td>Good Food, KCRW</td>
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<td>Grace + BLD Restaurants</td>
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<td>PolicyLink</td>
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<tr>
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<td>Urban Semillas</td>
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<tr>
<td>Phil McGrath</td>
<td>McGrath Family Farms</td>
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<tr>
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<td>United Farm Workers</td>
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<td>Center for Food Law &amp; Policy, UCLA School of Law</td>
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<tr>
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<tr>
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<td>Jewish Federation of Greater Los Angeles</td>
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<td>California Food Policy Advocates</td>
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<td>Division of Chronic Disease and Injury Prevention, Los Angeles County Department of Public Health</td>
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<td>Dr. Rachel Surls</td>
<td>University of California Cooperative Extension, Los Angeles County</td>
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<tr>
<td>Daniel Tellalian</td>
<td>Emerging Markets</td>
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<tr>
<td>Robert Tse</td>
<td>California Rural Development, U.S. Department of Agriculture</td>
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<tr>
<td>Alex Weiser</td>
<td>Weiser Family Farms</td>
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<td>Department of Urban Planning, UCLA Luskin School of Public Affairs</td>
</tr>
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<td>Larry Yee</td>
<td>Food Commons</td>
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Acknowledgements

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The Los Angeles Food Policy Council would especially like to thank the following individuals for providing sustained guidance and direction during the development of our guidelines.

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* REVIEWER ONLY PROVIDED FEEDBACK ON NUTRITION GUIDELINES.
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Good Food Purchasing Guidelines for Food Service Institutions

Food system transformation depends on large-scale shifts in the demand for and the subsequent purchasing of Good Food. By practicing Good Food purchasing methods, institutions can support food systems that are healthy, ecologically sound, economically viable, socially responsible, and humane. Universities and schools, hospitals, local governments, restaurants, and other institutions with food service venues are beginning to explore the opportunities afforded by thoughtful and value-based purchasing. By exercising their buying power, the purchasing practices of food service institutions can make a major difference in heightening the demand for and availability of Good Food.

The Good Food Purchasing Guidelines for Food Service Institutions is designed for public and private food enterprises in Los Angeles County and beyond to assist with their development of Good Food purchasing strategies. The guidelines include suggested measures and practical steps to implementing Good Food measures. The guidelines emphasize the following values:

— Local Economies: Support 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 that reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, antibiotics, and genetic engineering; conserve soil and water; protect and enhance wildlife habitat and biodiversity; and reduce on-farm energy consumption and greenhouse gas emissions.
— Valued Workforce: Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
— Animal Welfare: Provide healthy and humane care for livestock.
— Nutrition: Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains; reducing salt, added sugars, fats, and oils; and eliminating artificial additives.

GOOD FOOD IS DEFINED
BY THE LOS ANGELES FOOD POLICY COUNCIL
AS FOOD THAT IS:

HEALTHY
Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailments. Food is delicious and safe.

SUSTAINABLE
Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticides management), accessible to all.

FAIR
All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation. High quality food is equitable and physically and culturally accessible to all.

AFFORDABLE
Foods that people of all income levels can purchase.
By suggesting opportunities to assess existing policies and methodologies within each establishment, this guide is intended to provide tools to help create a shift to a more diversified and resilient food system, with sustainable and ethical sourcing of food in all levels of food service operations. Good Food production, purchasing, and consumption will require coordinated multi-sector adoption and engagement with participants who are willing to adhere to an established minimum of Good Food procurement, outlined in this document. Included in this document is a tiered assessment of values to help procurement and purchasing offices determine the current state of their farmers and other vendors. This guide is a first step in creating a comprehensive Good Food program that will inform, encourage, support and promote food service establishments of all sizes to become Good Food leaders in their communities.

**WHAT IS GOOD FOOD PROCUREMENT?**

The term procurement refers to the sourcing and purchasing of food to supply food service operations. This process is much more complex than it may appear on the surface or to one unfamiliar with commercial food service operations. Procurement involves identifying the food needs of the customer base for the food service operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers. These guidelines are designed to assist an individual tasked with implementing a Good Food program in their food service operation.

**THE IMPORTANCE OF GOOD FOOD PROCUREMENT**

Institutions of all kinds, from K-12 schools, universities, and hospitals, to corporate cafeterias and local government agencies, are major purchasers and servers of food. They are therefore in a unique position to influence food supply chains. Due to the collective large purchasing volume, institutional demand for Good Food can encourage suppliers to shift their production practices in order to supply environmentally sustainable, socially responsible, and healthy food products.

**Good Food sourcing benefits may include:**

- **Economic:** Support of local and regional farmers and food businesses, returning to the local economy three times the purchase price of a food product purchased from out of state;
- **Environmental:** Reduction of food miles, greenhouse gases, carbon footprints, and pollution; promotion of soil fertility, human and animal health, and the conservation of water and biodiversity;
- **Nutritional:** Encouragement of increased purchasing of whole foods and local produce that is fresher and has a higher nutritional content, due to the shorter period of time between harvest and sale;
- **Social:** Transformation of the supply chain, rewarding farmers and food businesses for environmentally sustainable and socially responsible business practices.

Large-scale demand for Good Food is fundamental to building the market for Good Food. By increasing the demand, and thus the infrastructure to distribute Good Food, it will become easier for more institutions to participate. Strong and steady demand for Good Food will increase its affordability and availability in all communities.

Hospitals, universities, schools, and restaurants in Los Angeles have spearheaded the adoption of local and sustainable food procurement policies and these innovators should be looked to as local leaders in proving that, by changing the way one purchases, institutions can create opportunities for regional farmers to thrive, for workers to receive just compensation and fair treatment, for local economies to continue to rebuild, and for reducing our environmental footprint. These outcomes can be accomplished while also increasing access to and consumption of fresh and nutritious food, particularly in underserved communities. The goal of a Good Food procurement system is to bring multiple benefits to all communities by impacting health, social well-being, bottom-line business success, and the environment.

Public institutions, in particular, play a critical role in increasing access to Good Food. Through their reach to some of the most vulnerable populations, including seniors and children, public programs help ensure that all Angelenos have access to the healthiest foods. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. Such programs and institutions provide a buffer against hunger, food insecurity
and also serve as a primary source of nutrition for millions of residents. Public and private institutions also purchase food to sell to employees and the public in retail outlets such as vending machines, cafeterias, and concession stands.

Various Los Angeles wholesale food companies have implemented local food lines and certify that their products fall within a variety of parameters. This practice has expanded into processing lines and local fruits and vegetables can now be purchased to create a line of value-added products that are verified as locally sourced (i.e. carrot sticks, bagged salads, crudités, etc.).

Los Angeles nutrition education programs such as the California Department of Public Health and Network for a Healthy California’s Harvest of the Month program, administered by LAUSD in 250 Los Angeles schools, and some of the Los Angeles county WIC-Only stores are using guidelines that state that their Good Food is sourced from:
— Farms within 200 miles of the final service of the product
— Farms that are less than 200 acres
— Farms that provide more than five items annually
  (this excludes mono-cropping and allows for crop diversity and better soil management)

Over time, Good Food purchases, from both large and small institutions, can add up to significant investments in a sustainable regional food system.

IMPLEMENTING A GOOD FOOD PROGRAM

Before implementing changes, operations should assess:
— What are the advantages to your institution and the community for purchasing Good Food?
— What percentage of currently purchased food is already local, sustainable, and fairly produced?
— What barriers will limit participation in the program?
— Are there extra transportation costs affiliated with purchasing an increased volume in local products?
— What are the additional processing costs affiliated with purchasing local? What methods exist for offsetting such costs?
— What types of local, sustainable, and fairly produced products do existing distributors or vendors offer?
— How will your institution communicate the changes to consumers and employees?

Prior to implementation, it is also critical to develop operational definitions for words that will be used in Good Food bids; words like: sustainable, fair, local, or humane need to have clear criteria and a means for measurement and compliance (see Appendix A for our glossary of terms). Compliance and/or meeting Good Food objectives will more often than not fall to producers, food distributors, and processors. Without a direct relationship to farmers, ensuring sustainability of foods and beverages requires access to information about the value chain and the farms that produced such foods. Outside of a personal relationship with producers, third-party labels (CCOF, AGA Grassfed, etc.) are useful tools for ensuring sustainability if they are grounded in verifiability.

Most distributors are willing to take on the task of providing origins of their product, particularly if there is a long-term sales opportunity. Often the simple act of asking distributors how they will meet Good Food requirements indicates to suppliers that sustainability and health are important for an institution. Distributors will work with the buyer to develop a qualified Good Food program with buyer-specified parameters.
BUDGETING FOR GOOD FOOD

Sustainable foods are generally associated with higher prices than conventional foods, thus creating little incentive for increasing purchases. However, there are a variety of strategies food service venues can employ to offset increased costs associated with purchasing higher quality foods. In 2012, Los Angeles Unified School District was able to improve meal quality, increase the percent of produce purchased and source approximately 70 percent of that produce locally (within 200 miles), while their food budget remained constant, despite rising food prices nationally. A recent study prepared for UCLA Housing & Hospitality Services found that four UC campuses with sustainable food policies – Davis, Berkeley, San Diego, and Santa Cruz – showed little, if any, increase in per plate costs after sustainable spending. Retailers have found as they increase Good Food purchases, suppliers increase production and, subsequently, food prices fall.

Strategies for offsetting increased costs include:
— Re-designing menus to incorporate less meat and processed food;
— Buying produce in season;
— Creating direct relationships with suppliers;
— Partnering with other food purchasing departments or institutions to leverage purchasing volume;
— Increasing sustainable food purchases incrementally;
— Purchasing foods from produce aggregation hubs (Regional Food Hubs);
— Increasing water and energy efficiency (e.g., by eliminating trays); and
— Buying lower on the beauty chain (e.g., smaller and less aesthetically perfect produce) is less expensive and helps farmers sell more of what they grow.

The guidelines suggested in this document were identified with full acknowledgement of the very real constraints and tight budgets institutions face when trying to provide their customers the highest quality food. To establish varying degrees of Good Food compliance, these guidelines outline tiers of adoption for food service outlets based on procurement standards. Purchasers will need to identify their initial purchasing priorities and incorporate additional standards and levels of adoption in the next stages of the development of their program.

METHODOLOGY FOR ASSESSING GOOD FOOD PROCUREMENT

A tiered value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing Program. A baseline in each category is established that must be maintained throughout participation in the program with qualifications noted at both the one year and five-year goal levels. By creating goals for a first year of completion through a five-year implementation plan, a great opportunity is created for thoughtful, strategic and progressive sourcing and menu development.

The tiered value system allows for purchasers to participate at varying levels and to scale up their Good Food purchasing over time. Within each value category, purchasers may choose to participate at Levels One, Two or Three. Level One criteria within each value category are assigned one point. Level Two criteria for each value category are more rigorous than Level One and are assigned two points. Level Three criteria within each value category are the premier levels of achievement in the program and are assigned three points.

Purchasers that meet the baseline level for each category are awarded with Good Food Purchaser recognition. A purchaser must score a minimum of five points to meet baseline requirements as a participant in the Good Food Purchasing Program and receive one star. Purchasers scoring 10-14 points receive two stars, purchasers scoring 15-19 points receive three stars, purchasers scoring 20-24 points receive four stars, and purchasers scoring 25 points or more receive five stars. Good Food Purchasers with five stars represent the most dedicated supporters of the Good Food Purchasing Guidelines. These Good Food Purchasing Guidelines are easily modified for any national food service company or government agency.

GOOD FOOD PURCHASING PROGRAM GOALS

The following Good Food goals have been adapted from a variety of local and sustainable food purchasing policies including the City of New York, Kaiser Permanente, Emory University, Yale University, and University of California and are a suggested benchmark for purchasers developing or implementing a Good Food purchasing program. Food service facilities can adjust percentages as necessary with the goal of gradually increasing their Good Food purchases.
### Good Food Purchasing Commitment Levels

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#### Baseline Requirement
All Good Food Purchasers must meet the baseline requirement:

- **Level 1**: Good Food Purchaser (5–9 points)
- **Level 2**: Good Food Purchaser (10–14 points)
- **Level 3**: Good Food Purchaser (15–19 points)
- **Level 4**: Good Food Purchaser (20–24 points)
- **Level 5**: Good Food Purchaser (25+ points)

#### Scoring System Examples

These two hypothetical examples will help Good Food Purchasers understand how the Good Food Purchasing Pledge scoring system works. In both of the following examples, the institutions earn three-star ratings (requiring 15–19 points), but each organization takes a different approach.

**Example 1**

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<thead>
<tr>
<th>LEVEL</th>
<th>VALUE</th>
<th>EXTRA POINTS</th>
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**Example 2**

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**Total 15 Points** = ★★★ Good Food Purchaser

**Total 18 Points** = ★★★★ Good Food Purchaser
Procurement suggestions will focus on sourcing products that align with these Good Food principles:

LOCAL ECONOMIES (LOCAL FOOD)
— Use local, seasonally available ingredients from community supported, small and medium sized farms and food processing facilities, to maintain local economies, create jobs, prevent sprawl, preserve farmlands, provide fresher food, and minimize transport and storage. If local ingredients are not available, use regional or at a minimum, domestic, ingredients.

ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)
— Specify food from farming systems that minimize harm to the environment, such as certified organic farms, farms offering high bio-diversity of crop yield, farms actively reducing risk created through pesticide use, and soil enrichment and water conservation programs.
— Avoid food products with supplemental growth hormones and non-therapeutic antibiotics and Genetic Modification (GMO) of crops, livestock, and livestock feed.
— Minimize foods of animal origin (meat, dairy products, and eggs), as livestock farming is one of the most significant contributors to climate change.
— Exclude fish species identified as most ‘at risk’ by the Marine Conservation Society and Monterey Bay Aquarium’s Seafood Watch and give preference to fish derived from sustainable sources.
— Purchase lower-grade (less than retail quality) produce for use in prepared dishes to allow more complete use of farm produce, to reduce waste, and to reduce costs.
— Minimize bottled water sales and instead serve plain or filtered tap water in reusable jugs or bottles, to minimize transport and packaging waste.

VALUED WORKFORCE (FAIR FOOD)
— Choose food products that ensure safe and healthy working conditions, fair compensation, and a voice at work for all food chain workers and producers from production to consumption.
— Choose food and drink products that ensure a fair deal for producers and workers in developing nations and economies.

ANIMAL WELFARE (HUMANE FOOD)
— If animal products are a featured menu item, ensure that meat, dairy products, and eggs are produced using high verifiable animal welfare standards which consumers would consider to be significantly higher than standard industry practices.

NUTRITION (HEALTHY FOOD)
— Promote health and well-being by offering generous portions of vegetables, fruit, and whole grains while reducing salt, added sugars, fats, oils, and red meat consumption, and eliminating artificial additives.

Improving equity, affordability, accessibility, and consumption of high quality culturally relevant Good Food in all communities is central to our focus on advancing Good Food purchasing practices.
## Local Economies Purchasing Goals

### LEVEL 1 — BASELINE
Local within 200 miles \(^1\) (or 10 Southern California counties) AND large scale operations \(^2\) (>500 acre farms); or
Outside of the local 200 mile range but within California AND large scale operations (180-499 acre farms); or
Outside of California AND large scale operations (<180 acre farms)

To be recognized as a Good Food purchaser, an institution scores one or higher in the Local Economies Category.

### TARGET

<table>
<thead>
<tr>
<th>LEVEL 1 — BASELINE</th>
<th>POINTS AWARDED</th>
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<tbody>
<tr>
<td>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 local food sources (See glossary for definition of source). OR 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. Year 5: 25% annual average of total cost of food purchases will come from Level 1 local food sources by fifth year of participation.</td>
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<th>LEVEL 2</th>
<th>POINTS AWARDED</th>
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<td>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 local food sources. Year 5: 25% annual average of total cost of food purchases will come from Level 2 local food sources by fifth year of participation.</td>
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<th>LEVEL 3</th>
<th>POINTS AWARDED</th>
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<td>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 local food sources. Year 5: 25% annual average of total cost of food purchases will come from Level 3 local food sources by fifth year of participation.</td>
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### EXTRA POINTS
(Applies to annual food purchases)

- Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles. 1
- Food is grown/raised and processed in Los Angeles County. 1
- Food is purchased directly from farmer-owned businesses. 1
- Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations). 1
- 50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region. 1
- At least 25% of prepared seafood sourced from small and or local fleets. 1
Steps to Implementation:

— Source local agricultural and food products directly from farmers and ranchers at certified farmers’ markets in City of Los Angeles and/or Los Angeles County (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Local Food).

— Buy local agricultural and food products from distribution firms that verifiably buy from farmers’ market certified producers at Los Angeles County certified farmers’ markets.

— Buy local agricultural and food products from distribution firms that buy from other verified local farms and producers.

— Buy local agricultural and food products from distribution firms and processors that have a verifiable local food line (See Appendix C for listings).

— Work with distributors to source seasonal fruits and vegetables to ensure best taste, quality, and price.

\^The Los Angeles Food Policy Council defines local as 200 miles, ten counties and touching over 22 million people. This ten county region includes Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange and Los Angeles.

\^To measure the size of other agricultural and food processing operations, see the glossary for full details.
## Value 2: Environmental Sustainability Purchasing Goals

### Fruits & Vegetables

**Level 1 — Baseline**
- Farms agree to participate in PRIME Program for Specialty Crops, or
- PRIME score has no high risk components for Integrated Pest Management Practices

**Level 2**
- PRIME score indicates low-risk for Integrated Pest Management Practices, or
- Protected Harvest certified, or
- Farms participate in Stewardship Index for Specialty Crops with targets for annual improvement, or
- Non-GMO Project Verified, or
- Food Alliance Certified

**Level 3**
- USDA Organic, or
- Biodynamic

### Milk & Dairy

**Level 1 — Baseline**
- No antibiotics, and
- rBCH/rBST free

**Level 2**
- Non-GMO Project Verified, or
- Animal Welfare Approved

**Level 3**
- Food Alliance Certified, or
- USDA Organic

### Meat & Poultry

**Level 1 — Baseline**
- Cage-free eggs, or
- Pasture raised, or
- USDA Grassfed, or
- No antibiotics

**Level 2**
- AGA Grassfed, or
- Non-GMO Project Verified, or
- Animal Welfare Approved

**Level 3**
- Food Alliance Certified, or
- USDA Organic
### SEAFOOD

**LEVEL 1 — BASELINE**
No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium's Seafood Watch Guide.

**LEVEL 2**
Fish listed as “Good” and “Best” choices in Monterey Bay Aquarium’s Seafood Watch Guide.

**LEVEL 3**
Marine Stewardship Council certified; or 100% of fish listed as “Best Choice” in Monterey Bay Aquarium’s Seafood Watch Guide.

### GRAINS

**LEVEL 1 — BASELINE**
Pesticide-free

**LEVEL 2**
Food Alliance Certified; or Non-GMO Project Verified

**LEVEL 3**
USDA Organic

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3“No antibiotics” refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.
To be recognized as a Good Food purchaser, an institution scores one or higher in the Environmental Sustainability Category.

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<th>TARGET</th>
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<td><strong>LEVEL 1</strong> — BASELINE</td>
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**YEAR 1**

1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources.

2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

**YEAR 5**

1) 25% annual average of total cost of food purchases will come from Level 1 environmentally sustainable sources by fifth year of participation in the GFPP program.

2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

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<th>LEVEL 2</th>
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1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources.

2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

**YEAR 5**

1) 25% annual average of total cost of food purchases will come from Level 2 environmentally sustainable sources by fifth year of participation.

2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

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<th>LEVEL 3</th>
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1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources.

2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

**YEAR 5**

1) 25% annual average of total cost of food purchases will come from Level 3 environmentally sustainable sources by fifth year of participation.

2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

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<th>EXTRA POINTS (Applies to annual food purchases)</th>
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Institution participates in “Meatless Mondays” campaign.

A minimum of 75% percent of all seafood is noted as “Best Choices” in the Monterey Bay Aquarium Guide or is certified by the Marine Stewardship Council.

50% annual average of total cost of food purchases comes from environmentally sustainable sources.
Steps to Implementation:

— Request that your distributor buy food and beverage products that are third-party certified (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).

— Ask your distributor to encourage suppliers to participate in the Stewardship Index for Specialty Crops to begin measuring their baseline sustainability indicators and develop targets for continued progress (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).

— Request that your distributors buy and sell seafood that is listed in the Monterey Bay Aquarium’s Seafood Watch Guide as “Best Choices” or is certified by the Marine Stewardship Council (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Sustainable Seafood).
Value 3: Valued Workforce Purchasing Goals

**LEVEL 1 — BASELINE**

- Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and
- All vendors and suppliers*: sign in writing that they 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

**LEVEL 2**

- Meets the Level 1 baseline requirements; and
- Vendor and Supplier*
- 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; and
  4. Prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:
    - Health care benefits
    - Paid sick days
    - Profit-sharing with all employees
    - Are Fair Trade Certified (for international products)

**LEVEL 3**

- Meets the Level 1 baseline requirements; and
- Vendor and Supplier*
- Have a union contract with their employees;
  or
- Are a worker-owned Cooperative;
  or
- Have signed the CIW Fair Food Supplier Code of Conduct;
  or
- Are Food Justice-Certified by the Agricultural Justice Project;
  or
- Are certified by the Equitable Food Initiative

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* Scope of vendors and suppliers:
  - Fresh Produce: Farm AND distributor (if not purchasing directly from the farm)
  - Minimally processed fresh produce: Production source (e.g. farm, fishery, ranch) AND processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)
  - Animal Products: Production source (e.g. farm, fishery, ranch) AND slaughtering/processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)
  - Processed Foods: Processing/Manufacturing Plant AND distributor (if not purchasing directly from the processing/manufacturing plant)
To be recognized as a Good Food purchaser, an institution scores one or higher in the Valued Workforce Category.

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<tr>
<td>Year 1: All vendors and suppliers sign in writing that they 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. OR 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. Year 5: All vendors and suppliers sign in writing that they 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.</td>
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<td><strong>LEVEL 2</strong></td>
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<td>Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 fair sources. Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 2 fair sources by fifth year of participation.</td>
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<td><strong>LEVEL 3</strong></td>
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<tr>
<td>Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 fair sources. Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 3 fair sources by fifth year of participation.</td>
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<tr>
<td><strong>EXTRA POINTS (Applies to annual food purchases)</strong></td>
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<td>Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.</td>
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<td>Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.</td>
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</table>

**Steps to Implementation:**

- Ask that your distributor source agricultural products, which come from farms and food processors with union contracts or certified by one of the programs in the Level 3 Valued Workforce category (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Valued Workforce).

- Ask your distributor to encourage suppliers to review the Agricultural Justice Project’s toolkit and a list of resources to help farmers and food businesses to adjust their labor policies, develop documentation, and learn how to develop a social responsibility policy.¹

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²[http://www.agriculturaljusticeproject.org/AJP_stnds_soot_1.pdf](http://www.agriculturaljusticeproject.org/AJP_stnds_soot_1.pdf)
### Value 4: Animal Welfare Purchasing Goals

#### MILK & DAIRY

**LEVEL 1 — BASELINE**
- Produced from Pastured Cows;
- or
- USDA Organic 

**LEVEL 2**
- American Humane Certified 🐄

**LEVEL 3**
- Animal Welfare Approved; 🌱 Mouse
g or
- Humane Farm Animal Care/Certified 🐷
- Humane Raised and Handled®

#### MEAT & POULTRY

**LEVEL 1 — BASELINE**
- Step 1 of Global Animal Partnership 🐄
- 5-Step Animal Welfare Rating standards;
- or
- USDA Organic 🦃
- or
- Cage-free eggs;
- or
- Pastured 🐓

**LEVEL 2**
- Step 2 of Global Animal Partnership 🐄
- 5-Step Animal Welfare Rating standards;
- or
- American Humane Certified 🐄

**LEVEL 3**
- Step 3 or higher of 🐄
- Global Animal Partnership 🐄
- 5-Step Animal Welfare Rating standards;
- or
- Animal Welfare Approved; 🌱 Mouse
g or
- Humane Farm Animal Care/Certified 🐷
- Humane Raised and Handled®
To be recognized as a Good Food purchaser, an institution scores one or higher in the Animal Welfare Category.

<table>
<thead>
<tr>
<th>YEAR 1 TARGET</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEVEL 1</strong></td>
<td></td>
</tr>
<tr>
<td><strong>— BASELINE</strong></td>
<td></td>
</tr>
<tr>
<td>Year 1:</td>
<td></td>
</tr>
<tr>
<td>1) 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources.</td>
<td>1</td>
</tr>
<tr>
<td>2) 100% of all eggs are cage-free.</td>
<td></td>
</tr>
<tr>
<td>OR</td>
<td></td>
</tr>
<tr>
<td>If vendor and/or suppliers do not have current capacity to meet animal welfare purchasing goals, the vendor may submit a plan to achieve full compliance at least at baseline level by end of year one.</td>
<td></td>
</tr>
<tr>
<td>Year 5:</td>
<td></td>
</tr>
<tr>
<td>1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 1 humane sources by fifth year of participation.</td>
<td>1</td>
</tr>
<tr>
<td>2) 100% of all eggs are cage-free.</td>
<td></td>
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<tr>
<td><strong>LEVEL 2</strong></td>
<td>2</td>
</tr>
<tr>
<td>Year 1:</td>
<td></td>
</tr>
<tr>
<td>1) 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources.</td>
<td>2</td>
</tr>
<tr>
<td>2) 100% of all eggs are cage-free.</td>
<td></td>
</tr>
<tr>
<td>Year 5:</td>
<td></td>
</tr>
<tr>
<td>1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 2 humane sources by fifth year of participation.</td>
<td>1</td>
</tr>
<tr>
<td>2) 100% of all eggs are cage-free.</td>
<td></td>
</tr>
<tr>
<td><strong>LEVEL 3</strong></td>
<td>3</td>
</tr>
<tr>
<td>Year 1:</td>
<td></td>
</tr>
<tr>
<td>1) 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources.</td>
<td>3</td>
</tr>
<tr>
<td>2) 100% of all eggs are cage-free.</td>
<td></td>
</tr>
<tr>
<td>Year 5:</td>
<td></td>
</tr>
<tr>
<td>1) 25% annual average of total cost of milk and dairy products, and animal protein product purchases will come from Level 3 humane sources by fifth year of participation.</td>
<td>1</td>
</tr>
<tr>
<td>2) 100% of all eggs are cage-free.</td>
<td></td>
</tr>
<tr>
<td><strong>EXTRA POINTS</strong></td>
<td>1</td>
</tr>
<tr>
<td>(Applies to annual food purchases)</td>
<td></td>
</tr>
<tr>
<td>Institution encourages plant based diets by offering 100% vegetarian and/or vegan options.</td>
<td>1</td>
</tr>
<tr>
<td>50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.</td>
<td>1</td>
</tr>
</tbody>
</table>

Steps to Implementation:
- Request that your distributor buy and sell animal protein products that carry a third-party certification such as, Global Animal Partnership, produced from AGA Grass-Fed cows, Humane Farm Animal Care/Certified Humane Raised and Handled®, and Animal Welfare Approved (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Animal Welfare).

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6 If only plant-based food options are offered and thus no milk and dairy products, eggs, and animal protein products are purchased, institution receives full (3) points.
Value 5: Nutrition Goals

To be recognized as a Good Food purchaser, an institution meets at least 13 out of 25 items in the Nutrition Category.

**YEAR 1 TARGET**

<table>
<thead>
<tr>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FRUITS, VEGETABLES, AND WHOLE GRAINS</strong></td>
</tr>
<tr>
<td>Fruits, vegetables, and whole grains account for at least 25% of total food purchases</td>
</tr>
<tr>
<td>Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price</td>
</tr>
<tr>
<td>To the greatest extent possible, purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added</td>
</tr>
<tr>
<td>To the greatest extent possible, purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased due to cost or availability, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have &quot;no salt added&quot;</td>
</tr>
<tr>
<td>Prioritize the purchase of whole-grain, high-fiber options</td>
</tr>
<tr>
<td>Prioritize offering plant-based main dishes at each meal service</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MEAT</strong></td>
</tr>
<tr>
<td>If meat is offered, prioritize the purchase of &quot;extra lean&quot; (total fat ≤ 5%) and &quot;lean&quot; (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork</td>
</tr>
<tr>
<td>If meat is offered, minimize the purchase of processed meats</td>
</tr>
<tr>
<td>If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>JUICE</strong></td>
</tr>
<tr>
<td>Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BEVERAGES</strong></td>
</tr>
<tr>
<td>At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 ounces</td>
</tr>
<tr>
<td>Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered</td>
</tr>
<tr>
<td>Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking</td>
</tr>
<tr>
<td>Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEEDLE POINT</strong></td>
</tr>
<tr>
<td>Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards</td>
</tr>
<tr>
<td>All pre-packaged food has zero grams trans fat per serving (as labeled)</td>
</tr>
<tr>
<td>Eliminate the use of deep frying</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PROTEIN</strong></td>
</tr>
<tr>
<td>Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)</td>
</tr>
<tr>
<td>Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FRUIT AND VEGETABLES</strong></td>
</tr>
<tr>
<td>Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)</td>
</tr>
</tbody>
</table>
Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage
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)
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
Prioritize portion control strategies, if applicable (e.g., utilizing 10” or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions)\textsuperscript{14}
Develop a worksite wellness program including nutrition education for employees and/or patrons

LEVEL 1 HEALTHY – MEETS 13–15 OUT OF 25
LEVEL 2 HEALTHY – MEETS 16–20 OUT OF 25
LEVEL 3 HEALTHY – MEETS 21–25 OUT OF 25
EXTRA POINTS HEALTHY – MEETS ALL 25 POINTS (1 POINT)

\textsuperscript{1}All nutrition goals listed above may not apply to all types of food service institutions. Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points towards the good food pledge based on the total potential applicable points for that type of food service venue. LAFFC will work with each institution individually on their institution’s pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.
\textsuperscript{2}Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)
\textsuperscript{3}Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving
\textsuperscript{4}Recommend plant-based dishes to include fruits, vegetables, beans, and legumes
\textsuperscript{5}If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.
\textsuperscript{6}Low Sodium is 140 mg or less per RACC
\textsuperscript{7}Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).
\textsuperscript{8}Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.
ACCOUNTABILITY AND TRACEABILITY

An institution's Good Food purchases are generally limited by their produce and distribution firms because of their access to products carrying food safety approval. Compliance and/or meeting procurement objectives also fall to the produce and food distributors. Therefore bids and contracts should have clauses for ascertaining product traceability, identification, record keeping, and reporting. These clauses may already be accommodated in current Hazard Analysis & Critical Control Points (HACCP) and other third-party action plans.

The Purchaser should develop a customized program in partnership with their distributor and/or produce house to accomplish all of the traceability necessary for each purchaser's specific needs around Good Food purchases.

Sound Good Food bids could include the following accountability and traceability requirements for any produce or distribution firm:

— The name and location of farms and processing facilities providing Good Food to an institution will be provided to the institution at the time of ordering, a week or two prior to ordering or on the product list of available food items. Typically, the produce lists of available products from distributors and produce houses are the way buyers are notified to select the food they want to purchase. Vendors should list how each Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy.

— If an existing vendor is unable to comply with specific targets within the overall Good Food framework, the vendor will be asked to submit a plan outlining a strategy with benchmarks to achieve full compliance within one year and update the plan annually during term of contract. Vendors will verify their progress and compliance with the plan during specified benchmark periods.

— The vendor will provide the net price paid to farmers, ranchers, or fisherfolk to the Purchasing Institution on a per pound, per case, or other applicable case count prior to the distributor's or produce firm's mark up. Costs should be fair, reasonable and transparent. The Purchaser should develop this transparent program in partnership with their Distributor and/or Produce House.

— Paperwork that proves the origin of any processed food items will be provided to an institution upon request, but shall be kept on record by produce or distribution firms. We recommend the development and implementation of a transparent record keeping system between purchasers and fresh produce processors so that there are checks and balances in place in order to confirm that Good Food products remain intact throughout the processing chain.
EDUCATION AND MARKETING

Marketing and education of Good Food are critical to building buy-in and support from employees, consumers, and other customers.

Educate and engage – Suppliers and their employees along the supply chain from farm to cafeteria need to be informed, educated, and encouraged to be active participants in creating a successful Good Food Purchasing Program. Successful implementation of these programs in food service settings depends on empowered food service workers in the kitchens and knowledgeable employees, students, or customers visiting the food service venue.

Communicate good work, helping to encourage growth in both the demand for and the supply of Good Food. Be a willing educator of patrons and colleagues.

FINAL THOUGHTS

Food is only one facet of creating a Good Food community. Advocacy for Good Food venues involve several other components:

— Educational outreach both to staff and the surrounding community;
— Use of reusable and environmentally preferred non-reusable food service ware items and minimizing waste by adopting the waste hierarchy of reduce, reuse, and recycle;
— Reducing energy use by installing energy-efficient equipment and making sure it is properly maintained and up-to-date;
— Supporting local farms, farmers’ markets, and community supported agriculture;
— Food donation and waste reduction;
— Alignment of food vendor options with the facility's healthy, sustainable food program; and
— Responsible employer policies related to wages, benefits, and promotions for food service employees.

While this document focused on Good Food purchasing, we are happy to provide additional resources on other aspects of Good Food business implementation.
APPENDIX A: Glossary of Terms

Food Justice-Certified: a domestic fair trade label by the Agricultural Justice Project that certifies fair prices and terms for farmers and at the same time fair working conditions for all employees in certified operations. The standards are rights-based, such as the right to freely negotiate the terms of employment and freedom of association, and a verification model that ensures a safe space is created in which workers can exercise those rights. Other key provisions of the program include strong health and safety protections, including a preference for organic production and strong restrictions on the use of occupational toxins when a farm is not organic; clear grievance and complaints procedures including the right to appeal; and standards covering living wages, housing conditions, and more.

Source: http://www.foodfirst.org/en/node/3098
Website: www.agriculturaljusticeproject.org/standards.html

American Humane Certified: a voluntary, third-party animal welfare audit process based on five freedoms:
--- Freedom from thirst and hunger – by ready access to fresh water and a diet to maintain full health and vigor
--- Freedom from discomfort – by providing an appropriate environment including shelter and a comfortable resting area
--- Freedom from pain, injury and disease – by prevention or rapid diagnosis and treatment
--- Freedom to express normal behavior – by providing sufficient space, proper facilities and company of the animal’s own kind
--- Freedom from fear and distress – by ensuring conditions and treatment which avoid mental suffering

Source: http://www.naturalnews.com/088552_humane_animals.html
Website: http://www.humaneheartland.org/our-standards

Animal Welfare Approved: A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. The animals have access to the outdoors and are able to engage in natural behavior. No cages or crates may be used to confine the animals, and growth hormones and subtherapeutic antibiotics are disallowed. Some surgical mutilations, such as beak-mutilation of egg-laying hens, are prohibited, while others, such as castration without painkiller, are permitted. Compliance is verified through third-party auditing.

Biodynamic: a farming method that encourages the use of preparations made from fermented manure, minerals and herbs are used to help restore and harmonize the vital life forces of the farm and to enhance the nutrition, quality and flavor of the food being raised. Biodynamic practitioners also recognize and strive to work in cooperation with the subtle influences of the wider cosmos on soil, plant and animal health. Source/Website: https://www.biodynamics.com/biodynamics.html

Cage Free: This label indicates that the flock was able to freely roam a building, room, or enclosed area with unlimited access to food and fresh water during their production cycle. Beak cutting is permitted. There is no third-party auditing.
Source: Agricultural Marketing Service, USDA; Humane Society

Certified Humane Raised &Handled: A consumer certification and labeling program which indicates that egg, dairy, meat or poultry products have been produced with the welfare of the farm animal in mind. Farm animal treatment standards include: Allow animals to engage in their natural behaviors; Raise animals with sufficient space, shelter and gentle handling to limit stress; Make sure they have ample fresh water and a healthy diet without added antibiotics or hormones. Producers also must comply with local, state and federal environmental standards. Processors must comply with the American Meat Institute Standards, a higher standard for slaughtering farm animals than the Federal Humane Slaughter Act. www.certifiedhumane.com

Certified Organic: Products must meet the federal organic standards as determined by a USDA approved certifying agency. Organic foods cannot be grown using synthetic fertilizers, chemicals, or sewage sludge; cannot be genetically modified; and cannot be irradiated. Organic meat and poultry must be fed only organically grown feed (without any animal byproducts) and cannot be treated with hormones or antibiotics. In order to bear the USDA “Certified Organic” seal, a product must contain 95 to 100 percent organic ingredients. Products that contain more than 70 percent, but less than 94 percent organic ingredients can be labeled “Made with Organic Ingredients,” but cannot use the USDA “Certified Organic” seal. Organic ingredients can be listed on the packaging of products that are not entirely organic. http://www.ams.usda.gov/NOP/index.htm. While some small farmers grow their food using organic methods, they choose not to go through the certification process for economic or ideological reasons, so they cannot label their food “certified organic.”
CIW Fair Food Supplier Code of Conduct: A set of labor standards developed by the Coalition for Immokalee Workers designed to improve working conditions and give workers the ability to voice their concerns over safety, working conditions, and Code violations without fear of retribution. Growers are required to keep a proper time registration system, hire farm workers as employees and pay them wages and benefits directly, provide protective equipment and training, ensure breaks and opportunities for advancement, and implement proper workplace safety systems.

Source: http://fairfoodstandards.org/code.html

Cooperative: An autonomous association of persons united voluntarily to meet their common economic, social, and cultural needs and aspirations through a jointly owned and democratically controlled enterprise.

Conventionally Grown: Food grown using chemical fertilizers, pesticides, and herbicides. In most situations, default options are conventionally grown.

Equitable Food Initiative Certified: A program that certifies standards for working conditions, pesticide use and food safety. EFI’s labor standards protect farm workers’ health and safety; guarantee their freedom of association; provide fair compensation and conditions of employment; ensure non-discrimination and non-retaliation; create dispute settlement mechanisms; address housing conditions; establish a social premium; and cover workers on temporary visas. EFI's Food safety standards address risks arising from land and water use, soil amendments, animal waste, and post-harvest packaging and transportation. Environmental standards focus on the safe management of pests, soil, water and habitat.

Website: http://www.equitablefood.net

Family Farm: A farm managed by a family or individual who owns the animals or land, receives a good portion of their livelihood from the farm, and participates in the daily labor to work and manage the farm. The USDA also defines a small family farm as having less than $250,000 gross receipts annually.

Source: http://www.nifa.usda.gov/nea/ag_systems/in_focus/FamilyFarm_IF_Overview.html

Fair: All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.

Fair Trade: A certified label that guarantees that farmers and their workers receive a living wage and a fair price for their labor and their product, and that the product is produced in an ecologically sound manner.

Foodshed: Like a watershed (where the idea of the foodshed takes its inspiration), a foodshed measures the reach of the local landscape in terms of its food production capacities. A foodshed’s size is determined by its "structures of supply," the regional, economic, political, and transportation systems that determine how food gets from farm to table. The Los Angeles Urban Rural Roundtable, convened by the Roots of Change in 2010, defined the Los Angeles foodshed as the two hundred mile radius around the Los Angeles urban core, from which the region draws much of its food to feed the local population. This concept continues to evolve. As a starting point, we refer to the 200-mile threshold as the Los Angeles regional foodshed.

Food Alliance Certified: Organization that certifies producers based on healthy and humane animal treatment with no added growth promotants or sub-therapeutic antibiotics, soil and water conservation, integrated pest, disease and weed management, pesticide risk reduction, wildlife habitat and biodiversity conservation, safe and fair working conditions.

Website: http://foodalliance.org/certification

Free Range: A USDA-certified label that guarantees that animals (usually poultry) had room to move around and “access to the outdoors.” These standards apply to poultry bred for eating only, not to hens that produce eggs. It does not guarantee that the animals ever went outside or that the outdoor space provided was good pasture.

Good Food: Good Food is defined by the Los Angeles Food Policy Council as food that is: 1) Healthy: a) Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailments; b) Food is delicious, safe, and aesthetically pleasing.; 2. Affordable: Foods that people of all income levels can purchase.; 3. Fair: a) All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.; b) High quality food is equitable and physically and culturally accessible to all; 4) Sustainable: Produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).
Genetically Modified Organisms (GMOs): In the context of food, GMOs are agricultural products (crops or animals) that have been genetically engineered to possess certain traits. Since there is minimal research on the long-term impacts that GMOs may have on the earth and human health, many organizations caution against use and consumption of GMOs. Organic products are, by definition, non-GMO.

Global Animal Partnership 5-Step Animal Welfare Rating standards: a tiered standards program that encourages higher welfare practices and systems to the benefit of farmers, consumers, retailers, and the animals. Step 1 prohibits cages and crates. Step 2 requires environmental enrichment for indoor production systems; Step 3, outdoor access; Step 4, pasture-based production; Step 5, an animal-centered approach with all physical alterations prohibited; and, finally, Step 5+, the entire life of the animal spent on an integrated farm.
Website: http://www.globalanimalpartnership.org/the-5-step-program/

Grassfed (American Grassfed Association (AGA) Certified): This label ensures that animals have continuous access to pasture during the growing season (as opposed to being confined or eating grass out of a trough) and cannot be fed grain or grain products, which can diminish the nutritive benefits of grass feeding.

Grassfed (USDA Certified): Meat products derived from ruminant animals, e.g. beef cattle, dairy cattle, and lamb, may be approved to carry the USDA “grass-fed” label claim if the animal was fed a diet of grass and/or forage throughout its lifetime, with the exception of milk consumed prior to weaning. Animals cannot be fed grain or grain by-products and must have continuous access to pasture during the growing season (last frost to first frost in fall). Use of hormones or antibiotics is not addressed.

Hazard Analysis & Critical Control Points (HACCP): HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.
Source: http://www.fda.gov/Food/foodsafty/hazardanalysiscriticalcontrolpoints/acopp/default.htm

Healthy: Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment. Food is delicious, safe, and aesthetically pleasing.

Hormone Free: Milk that comes from cows who have not been treated with rbST, also known as rBGH or bovine growth hormone.

Integrated Pest Management (IPM): IPM growers practice a variety of techniques: they apply natural substances like kelp, rock powders, and compost to keep crops disease resistant. They monitor trees and set traps to capture insects. Ideally, IPM growers use pesticides only as a last resort, when pest damage would keep them from bringing in a profitable crop.

Large Scale Operation (LSO): Large scale operations include all levels of the food supply chain. The size is defined by type of operation:
— LSO Farm — a farm larger than 499 acres (NOTE: LSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).
— LSO Food Business — A business (including food processors) whose three (3) year average annual gross revenues exceed $7 million (NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

Living Wage: A wage that allows workers to meet their and their families’ basic needs, including housing, food, childcare, transportation, healthcare, clothing, and recreation costs for the area in which they live.

Local: The term “local” will vary depending on your location and what is available to you. The Los Angeles Food Policy Council has defined Los Angeles County's foodshed to span 200 miles, ten counties and touch over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange, and Los Angeles. The term “local” will vary depending on your location and what is available to you.

Los Angeles Business Inclusion Program Definitions:
— Small Business Enterprise (SBE): For the purpose of The Business Inclusion Program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
— A business (personal or professional services, manufacturer, supplier, and vendor) whose three (3) year average annual gross revenues does not exceed $7 million.

— A business (construction contractors) whose three (3) year average annual gross revenues does not exceed $14 million.

— Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed $3.5 million.

Source: http://gad.lacity.org/ema/BIPK0OUTREACHN20DOCUMENTATION%20&%20PROCESS.pdf

Marine Stewardship Council certified: an independent, non-profit organization that sets standards for sustainable fishing based on three principles:

— The fishing activity must be at a level which is sustainable for the fish population. Any certified fishery must operate so that fishing can continue indefinitely and is not overexploiting the resources.

— Fishing operations should be managed to maintain the structure, productivity, function and diversity of the ecosystem on which the fishery depends.

— The fishery must meet all local, national and international laws and must have a management system in place to respond to changing circumstances and maintain sustainability.

Website: http://www.msc.org/

Meatless Mondays campaign: non-profit initiative of The Monday Campaigns, in association with the Johns Hopkins’ Bloomberg School of Public Health that encourages people, groups and organizations to not eat meat on Mondays to improve their health and the health of the planet. The campaign provides information and vegetarian recipes ideas based on USDA nutritional guidelines on their website.

Website: http://www.meatlessmonday.com/

Medium Scale Operation (MSO): Medium scale operations include all levels of the food supply chain. The size is defined by type of operation:

— MSO Farm — a farm between 180 and 499 acres (NOTE: MSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census).

— MSO Food Business — a business (including food processors) whose three (3) year average annual gross revenues fall between $3.5 million and $7 million. (NOTE: Size of non-farm business definition is based on City of Los Angeles Business Inclusion Program).

Non-GMO Project Verified: is a verification program that seeks to assist farmers, processors and manufacturers in avoiding the contamination of GMO’s by progressively reducing the risk of GMO contamination. The Project requires practices and processes for controlling GMO contamination by these at-risk inputs and ingredients. Methods such as segregation, traceability, risk assessment, sampling techniques, and quality control management are emphasized.

Website: http://www.nongmoproject.org/

Organic: Food grown without the use of chemical pesticides, herbicides, or fertilizers. Animals must be fed organic feed and cannot be given antibiotics or growth hormones. Organic foods may not be genetically modified or irradiated or contain artificial preservatives or additives. Organic meats must come from animals that are “free range.”

PRIME (Pesticide Risk Mitigation Engine) score: an online tool that ranks pesticide products for impacts on birds, earthworms, small mammals, aquatic ecosystems and worker/bystander health and safety. This tool applies best available science to permit producers, advisors and regulatory professionals to compare different pest management scenarios for any commodity and select options with the fewest potential environmental and health hazards. Risk is presented on a low/moderate/high scale. Risk index scores below a 10% chance of an undesirable effect to be in the low risk category, where no further risk mitigation is needed. Realistically, 10% is within the margin of error for our risk models. Risk index scores between 10% and 50% fall into the moderate risk category where risk mitigation is recommended. Risk index scores above a 50% chance of an undesirable effect fall into the high-risk category.

Website: http://ipmprine.org

Procurement: The sourcing and purchasing of food to supply foodservice operations. Procurement involves identifying the food needs of the customer base for the foodservice operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers.
Protected Harvest certified: a points-based certification program is designed to ensure that crops have been raised with integrated pest management. The point system is used that rewards growers for implementing ecologically based practices in nine different management categories: field scouting, information sources, pest management decisions, field management decisions, weed management, insect management, disease management, soil and water quality, and storage management. A minimum number of points must be achieved in each category to qualify for certification. Website: http://www.protectedharvest.org/

"Raised without antibiotics" or "No antibiotics administered" (poultry and meat products): These USDA approved label claims imply that no antibiotics were administered to the animal at any point during its life. If an animal becomes sick and requires treatment, it should be segregated from other animals and sold as a conventional meat product. Source: http://www.fsis.usda.gov/Fact_Sheets/Meat_And_Poultry_Labeling_Terms/index.asp

Raised without added hormones or "No hormones added" (beef and lamb only): This USDA approved label claim implies that no added hormones were given to the animal at any point during its life. Most meaningful when used on beef or lamb products since the use of added hormones is prohibited in poultry and pork production. http://www.fsis.usda.gov/Fact_Sheets/Meat_And_Poultry_Labeling_Terms/index.asp

rBGH-free or rBST-free (dairy): Recombinant Bovine Growth Hormone is a genetically engineered artificial hormone, which is injected into cows to increase milk production. Labeling is voluntary. http://www.foodandwaterwatch.org/take-action/consumer-tools/thinmilk-tip/

Small Scale Operation (SSO): Small scale operations include all levels of the food supply chain. The size is defined by type of operation:
— SSO Farm — a farm smaller than 180 acres. (NOTE: SSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census. This is in contrast to the USDA definition of "small farm," which is classified by gross sales less than $250,000.)

— SSO Food Business — a business enterprise (including food processors) whose three (3) year average annual gross revenues do not exceed $3.5 million.
(Note: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

Source: A source includes not only the food supplier that the purchaser does business with directly, but also all prior links in the supply, processing and production chain, starting with the farm. The supplier who is working directly with the purchaser will take good faith measures to ensure that, to the best of the supplier's knowledge, the supplier's sources also comply with the Good Food Purchasing Guidelines.

Stewardship Index for Specialty Crops: a multi-stakeholder initiative to develop a system for measuring sustainable performance throughout the specialty crop supply chain. The Index does not provide standards, but instead provides a yardstick for measuring sustainable outcomes by offering a suite of outcomes-based metrics to enable operators at any point along the supply chain to benchmark, compare, and communicate their own performance. The four key environmental indicators in the latest version are soil health and the use of nutrients, energy and water. Website: http://www.stewardshipindex.org/

Sustainable: Systems and practices that can be continued indefinitely into the foreseeable future without reliance upon ongoing depletion of non-renewable resources (e.g., soil, energy, biological diversity) or widening social inequalities (within and across communities, countries, or generations). With respect to agriculture, the term can include, but is not limited to or synonymous with, certified organic production practices.

Sustainable Seafood: Seafood that comes from sources, either farmed or wild, that can maintain production indefinitely without affecting the integrity of the surrounding ecosystem.

Transitional Organic: This label has been used in the past to mean that a farmer is using organic methods but has not reached the three-year pesticide-free requirement and cannot yet use the Certified Organic label. The USDA does not currently allow or sanction the use of this label for official marketing purposes.
USDA Farm Classification System
The USDA Economic Research Service (USDA-ERS) has developed a farm classification system to divide U.S. farms into eight mutually exclusive and more homogeneous groups. The farm typology focuses on "family farms," or farms organized as proprietorships, partnerships, and family corporations that are not operated by a hired manager. To be complete, however, it also includes nonfamily farms. For more info, see http://www.extension.org/pages/13023/usda-small-farm-definitions

Value Chain: The Wallace Center differentiates food value chains from traditional supply food supply chains in the following way: New food value chains - 1) Operate as a series of win-win strategic partnerships rather than win-lose, interchangeable business deals; and 2) Differentiate products by attributes that traditional supply chains do not typically monitor or promote, such as the environmental and social benefits behind a particular producer’s practices.

APPENDIX B: Good Food Purchasing Resource Guide

HEALTHY, LOCAL & SUSTAINABLE FOOD PURCHASING POLICIES & GUIDELINES

Restaurants
Green Seal™: GS 46 Restaurants & Food Service

SustainWeb: Ethical Eats (UK based restaurants and caterers committed to sourcing sustainable foods)
http://www.sustainweb.org/ethicaleats/

Green Restaurant Association’s: Dine Green
http://www.dinegreen.com/restaurants/standards.asp

San Francisco Green Business Program Standards:
Restaurants

Hospitals
Green Guide for Health Care™ Food Service Credits
http://www.noharm.org/us_canada/issues/food/planning.php#credits

Green Guide for Health Care™ Food Service Credits, “Environmentally Preferable Purchasing: Food Technical Brief”
http://noharm.org/lib/downloads/purchasing/EFP_Food_Tech_Brief_GHC.pdf

Health Care Without Harm’s Tools and Resources for Hospitals, Group Purchasing Organizations and Distributors
http://www.healthyfoodinhealthcare.org/resources.php#purchasing-guides

Healthier Hospitals Initiative
http://healthierhospitals.org/hhi-challenges/healthier-food

Kaiser Permanente: Fact Sheet on Sustainable Food Purchasing Policy

Partnership for a Healthier America
http://www.healthyamerican.org/#!/about-the-partnership

Universities
University of California Policy on Sustainable Practices:

Yale Sustainable Food Purchasing Guide http://www.yale.edu/sustainablefood/purchasing_guide_002.pdf

Yale Sustainable Food Purchasing Guidelines
http://www.yale.edu/sustainablefood/food_purchasing.html
Emory University’s Sustainable Food Initiative
http://sustainabilityemory.edu/page/1008/Sustainable-Food

Bon Appetit: General Sustainability Principles
http://www.cafebonappetit.com/

K-12 Schools
Washington D.C. Healthy Schools Act of 2010

Local Food Procurement for San Diego Unified School District

Local Fruit and Vegetable Sourcing in St. Paul’s Public Schools: Lessons Learned and RFP
http://food-hub.org/files/resources/

Sample Purchasing Guidelines – “Specs” Large Scale Scratch Cooking Environment: Chef Ann Cooper, Berkeley Unified School District
http://www.thelunchbox.org/sites/default/files/SAMPLE_PURCHASING_GUIDELINES2.pdf

Primer on geographic Preference: Potential, Pitfalls and Proper Procedures – School Food FOCUS
http://www.schoolfoodfocus.org

Alliance for a Healthier Generation
http://www.healthiergeneration.org/companies.aspx?id=5657

National Farm to School Network’s list of resources on buying and selling local foods
Federal State and Municipal Government
General Services Agency: Health and Sustainability Guidelines for Federal Concessions and Vending Operations
http://www.gsa.gov/portal/content/104429

Massachusetts State Agency Food Standards

City and County of San Francisco, Executive Directive: Healthy and Sustainable Food for San Francisco

New York City Agency Food Standards

General Background Resources
Sustainable Food Policy: A Guide to Developing Sustainable Food Purchasing Policy
http://www.sustainablefoodpolicy.org/


UC Sustainable Agriculture Research & Education Program, Agricultural Sustainability Institute, UC Davis: “Emerging Local Food Initiatives in Northern California Hospitals”
http://www.sarep.ucdavis.edu/CDBP/FI/Per/Term_Hospital_WebFinal.pdf

The Johns Hopkins Center for a Livable Future: Health Care and Without Harm: “Balanced Menus: A Pilot Evaluation of Implementation in Four San Francisco Bay Area Hospitals”
http://www.jhsphs.org/bin/k/m/BCSFReportFinal.pdf

Centers for Disease Control and Prevention (CDC): Improving the Food Environment Through Nutrition Standards: A guide for government procurement
http://www.cdc.gov/salt/pdfs/dbesp.procurement_guide.pdf

Michigan Good Food Work Group Report Series: Institutional Food Purchasing

LEARN MORE ABOUT GOOD FOOD SOURCING

Local
USDA’s List of Certified Farmers’ Markets

See Appendix C for list of local product availability in LA (distributors and processors)

Environmental Sustainability
Consumer Reports
Greener Choices: Eco-Labels Center

Food Alliance, Institute for Agriculture & Trade Policy, Association for the Advancement of Sustainability in Higher Education, Healthcare Without Harm
Third Party Certifiers for Sustainability in Food & Agriculture
http://www.sustainablefoodpolicy.org/third-party-certifications-for-identifying-sustainably-produced-foods

Natural Resources Defense Council
Label Lookup
http://www.nrdc.org/living/labels/food.asp

Meatless Monday Campaign Toolkits
http://www.meatlessmonday.com/spread-the-movement/

CCOF Certified Organic
CCOF’s Organic Online Directory
http://www.ccof.org/cgi-bin/organicdirectory_search.cgi

USDA Certified Organic
www.ams.usda.gov/nop/

Food Alliance Certified
Online directory of certified producers and handlers
http://foodalliance.org/client-search

Non-GMO Project Verified
http://www.nongmoproject.org/take-action/search-participating-products/

Stewardship Index for Specialty Crops
http://www.stewardshipindex.org/
Sustainable Seafood
Blue Ocean Institute
Offers Ocean and seafood sustainability education for chefs
http://www.blueocean.org

Monterey Bay Seafood Watch List
http://www.montreybayaquarium.org/cr/
SeafoodWatch/web/sfw_.factsheet.aspx

Good Catch...The Essentials: Helping You Navigate Seafood Sustainability
http://www.goodcatch.org.uk/site_media/uploads/
Good_Catch...the_essentials_FINAL.pdf

Marine Stewardship Council
http://www.msc.org/

Marine Conservation Society
Buyers guide to sustainable seafood
http://www.fishonline.org/

The Institute for Fisheries Resources
List of local fish seasonality
http://www.ifrfish.org/where/los-angeles-area

Valued Workforce
United Farm Workers
List of farms with union contracts:

Agricultural Justice Project’s Standards

Agricultural Justice Project’ s Toolkit for Farmers
Sample labor policies and other resources to help farmers meet standards
http://www.agriculturaljusticeproject.org/full_famer_toolkit.pdf

Equitable Food Initiative
Partnership among businesses and organizations that have come together to develop standards, training processes and a certification to protect farm workers and produce safer, healthier food.
http://www.equitablefood.net/#!home/mainPage

Bon Appetit! Code of Conduct for Sustainable Tomato Suppliers
CODEH%20OF%20CONDUCT%20FOR%20SUSTAINABLE%20
TOMATO%20SUPPLIERS%20.pdf

Domestic Fair Trade Association
DFTA is engaged in a process of developing criteria for domestic fair trade standards. Draft DFTA criteria and instructions for evaluation:
http://www.thedfta.org/index.php?o=evaluation

Food Chain Workers Alliance
Statement on Social Certification
http://foodchainworkers.org/?page_id=232

Restaurant Opportunities Center
National Diner’s Guide
Consumers guide provides information on the wage, benefits, and promotion practices of the 150 most popular restaurants in America, including several high-road restaurants in Los Angeles.
http://rocnited.org/dinersguide/

Fair World Project
http://fairworldproject.org/

Animal Welfare
Global Animal Partnership
Recognizes and rewards producers for their welfare practices and promotes and facilitates continuous improvement. Standards listed here:
http://www.globalanimalpartnership.org/the-5-step-program/our-standards/

Animal Welfare Approved
Online directory of certified farms
http://www.animalwelfareapproved.org/product-search/

Humane Farm Animal Care/Certified Humane Raised and Handled®
Online directory

AGA Grass-Fed
AGA Producer Profiles
http://www.americangrassfed.org/producer-profiles/

Animal Welfare Approved
Food Labeling for Dummies
A guide to common food label terms and claims
Nutrition
U.S. Department of Agriculture (USDA): Dietary Guidelines for Americans

Harvard School of Public Health: Healthy Eating Plate
http://www.hsph.harvard.edu/nutritionsource/healthy-eating-plate/

USDA: My Plate
APPENDIX C: Local Product Availability (Los Angeles)

Los Angeles wholesale distribution firms with locally sourced products:

California Produce Wholesalers
6818 Watcher St.
Commerce, CA 90040
Telephone: (800) 460-9193
Fax: (562) 928-3090
http://www.californiaproducewholesalers.com/

FreshPoint Southern California
Locally Grown Division
155 N. Orange Avenue
City of Industry, CA 91744
http://www.freshpoint.com

Gold Star Foods
3781 E. Airport Drive
Ontario, Ca. 91761
Telephone: (800) 540-0215
Fax: (866)802-1997
http://www.goldstarfoods.com/default.asp

Heath & LeJeune
1417 South Eastman Avenue
Commerce, CA 90023
Telephone: (213) 614-1909
http://www.soullyorganic.com/

L.A. Specialty Produce
13527 Ordin Drive
Santa Fe Springs, CA 90670
Telephone: (562) 741-2200
Fax: (562) 741-2907
http://www.laspecialty.com/index.html

Sunrise Produce Company
1400 Goodrich Blvd
Commerce, CA 90022
Telephone: (323) 726-3838
http://www.sunriseproduce.com/index.html

West Central Produce
2020 East 7th Place
Los Angeles, CA 90021
Telephone: (800) 464-8349
www.westcentralproduce.com

Worldwide Produce
1661 McGarry St.
Los Angeles, CA 90021
Telephone: (800) 300-2737
Fax: (213) 741-1777
http://www.wwproduce.com/

Processing of locally sourced produce:
Field Fresh Foods
Locally Fresh Foods
14805 South San Pedro Street
Gardena, CA 90248
Telephone: (800)411-0588
http://www.fieldfres
Baseline Data Collection Plan for Good Food Purchasing Institutions

Year 1

The list below details all deliverables requested in Year One of the Good Food Purchasing Policy. Information collected will help assess your baseline purchasing practices and will be used to develop goals and action plans for continued progress. Information will be updated annually. All forms will be provided in toolkit and electronically. Documents should be submitted to Colleen McKinney at cmckinney@goodfoodla.org.

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>DEADLINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</td>
<td>March 2014</td>
</tr>
<tr>
<td>✓ Sign Good Food Purchasing Pledge</td>
<td>(Within one month)</td>
</tr>
<tr>
<td>✓ Submit Food Service Operations Overview Form</td>
<td>Within one month of signing Good Food Purchasing Pledge</td>
</tr>
<tr>
<td>1. Total annual dollar amount of food purchases by food category (including beverages)</td>
<td></td>
</tr>
<tr>
<td>2. Food service contracts terms (i.e. renewal dates) and vendor names</td>
<td></td>
</tr>
<tr>
<td>3. Existing monitoring and compliance plans</td>
<td></td>
</tr>
<tr>
<td>✓ Submit copy of signed Contractor Code of Conduct forms from food service vendors acknowledging that all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards.</td>
<td>Within one month of signing Good Food Purchasing Pledge</td>
</tr>
<tr>
<td>✓ Complete Baseline Assessment: Nutrition Guidelines in Food Service Institutions</td>
<td>Within one month of signing Good Food Purchasing Pledge</td>
</tr>
</tbody>
</table>
| ✓ Provide three-month detailed purchasing inventory for five food categories (see Good Food Purchasing Tracking form):  
  - Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains & legumes; 5) seafood  
  - For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (brand or label – or farm if possible)  
  - Include up to three months of data | Within two months of signing Good Food Purchasing Pledge |
| ✓ Complete First Draft of Five-Year GFPP Action Plan (see template)        | Within four months of signing Good Food Purchasing Pledge |
| ✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting      | Summer 2014                                   |
| ✓ Submit final Five-Year GFPP Action Plan to LAFPC                        | Within eight months of signing Good            |
Ongoing Data Collection Plan for Good Food Purchasing Institutions
Years Two through Five

<table>
<thead>
<tr>
<th>DELIVERABLE</th>
<th>DEADLINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>✓ Submit quarterly inventory of food purchases by product category</td>
<td>January</td>
</tr>
<tr>
<td>▪ Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4)</td>
<td>April</td>
</tr>
<tr>
<td>whole grains &amp; legumes; 5) seafood</td>
<td>July</td>
</tr>
<tr>
<td>▪ For each five food categories, provide following information for each</td>
<td>October</td>
</tr>
<tr>
<td>product purchased: 1) food type; 2) volume; 3) cost; and 4) source</td>
<td></td>
</tr>
<tr>
<td>(to farm level)</td>
<td></td>
</tr>
<tr>
<td>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</td>
<td>Winter</td>
</tr>
<tr>
<td>✓ Update Food Operations Overview, Nutrition Assessment and/or Contractor</td>
<td>March</td>
</tr>
<tr>
<td>Code of Conduct forms as necessary</td>
<td></td>
</tr>
<tr>
<td>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</td>
<td>Summer</td>
</tr>
<tr>
<td>✓ Submit Report on Policies, Practices and Progress to LAFPC</td>
<td>August</td>
</tr>
<tr>
<td>✓ LAFPC submits Annual Report on Implementation to City Administrative Officer</td>
<td>October</td>
</tr>
</tbody>
</table>
Food Service Operations Overview

Please submit this form to Colleen McKinney (cmckinney@goodfoodla.org).

1. Total annual dollar amount of food purchases by food category (including beverages).

<table>
<thead>
<tr>
<th>Food Category</th>
<th>Annual Purchase Amount ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruit &amp; Vegetables</td>
<td></td>
</tr>
<tr>
<td>• Fresh</td>
<td></td>
</tr>
<tr>
<td>• Frozen</td>
<td></td>
</tr>
<tr>
<td>• Canned</td>
<td></td>
</tr>
<tr>
<td>Milk &amp; Dairy</td>
<td></td>
</tr>
<tr>
<td>Meat &amp; Poultry</td>
<td></td>
</tr>
<tr>
<td>Seafood</td>
<td></td>
</tr>
<tr>
<td>Grains &amp; Legumes (beans, rice, quinoa etc)</td>
<td></td>
</tr>
<tr>
<td>Other Products (packaged foods, bakery items etc)</td>
<td></td>
</tr>
<tr>
<td>Beverages</td>
<td></td>
</tr>
<tr>
<td>TOTAL ANNUAL FOOD PURCHASES</td>
<td></td>
</tr>
</tbody>
</table>

2. List all food service contracts terms (i.e. renewal dates) and vendor names.

<table>
<thead>
<tr>
<th>Department Food Service Contracts</th>
<th>Vendor Name</th>
<th>Contract Renewal Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
</tr>
</tbody>
</table>

3. List and describe any existing monitoring and compliance plans included in current contracts (use as much space as needed).


© 2012 Los Angeles Food Policy Council
Food Service Operations Overview Template, Version 2
4/25/2014
CITY OF LOS ANGELES
CONTRACTOR CODE OF CONDUCT

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

(a) To comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace and employment discrimination.

(b) To comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.

(c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.

(d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage which is comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power index.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

________________________________________________________________________
Signature of Officer or Authorized Representative Date

Print Name and Title of Authorized Representative

Print Company Name, Address and Phone Number

12/2004
Baseline Assessment: Nutrition Guidelines in Food Service Institutions

This baseline assessment will measure your institution's compliance with the nutrition category of the Good Food Purchasing Guidelines. All nutrition goals listed below may not apply to all types of food service institutions. Each food service institution will be eligible for points towards the Good Food Purchasing Pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), as well as other leading health organizations. The below nutrition goals will be reviewed and revised periodically to ensure they meet current dietary science and take into consideration program implementation.

Please answer each question below. If box is checked YES, please provide detail on how your institution meets this guideline. If NO, please state why not and if box is checked N/A, please explain why. Send your self-assessment to Colleen McKinney at cmckinney@goofoodla.org.

<table>
<thead>
<tr>
<th>Nutrition Goals</th>
<th>Yes/No/NA</th>
<th>Description: If box is checked YES, please provide detail on how institution meets this guideline. If NO, please state why not. If you checked N/A please explain why.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Do fruits, vegetables, and whole grains account for at least 25% of food purchases?</td>
<td>Yes ☐</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No ☐</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A ☐</td>
<td></td>
</tr>
<tr>
<td>2A. Are seasonal fruits sourced to ensure best taste, quality, and price?</td>
<td>Yes ☐</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No ☐</td>
<td></td>
</tr>
</tbody>
</table>
### Baseline Assessment: Nutrition Guidelines in Food Service Institutions

<table>
<thead>
<tr>
<th>Question</th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>2B. Are seasonal vegetables sourced to ensure best taste, quality, and price?</td>
<td>Y</td>
<td>N</td>
<td>N/A</td>
</tr>
<tr>
<td>3A. Does your institution to the greatest extent possible prioritize the purchase of whole fruit before purchasing frozen and/or canned fruit in its own juice with no sugars added?</td>
<td>Y</td>
<td>N</td>
<td>N/A</td>
</tr>
<tr>
<td>3B. When fruits are whole, are they purchased without added sugar?</td>
<td>Y</td>
<td>N</td>
<td>N/A</td>
</tr>
<tr>
<td>3C. Is canned fruit in its own juice with no sugars added?</td>
<td>Y</td>
<td>N</td>
<td>N/A</td>
</tr>
<tr>
<td>4A. Does your institution to the greatest extent possible prioritize the purchase of whole vegetables without added sodium and fat before purchasing frozen and/or canned vegetables that are low sodium or have &quot;no salt added&quot;?</td>
<td>Y</td>
<td>N</td>
<td>N/A</td>
</tr>
</tbody>
</table>
**Baseline Assessment: Nutrition Guidelines in Food Service Institutions**

<table>
<thead>
<tr>
<th>Question</th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>4B. Are vegetables purchased whole, without added sodium and fat?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4C. Are canned vegetables low sodium (per FDA definitions)(^1) or have &quot;no salt added&quot;?</td>
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<tr>
<td>5. Does your institution prioritize the purchase of whole-grain, high-fiber options(^2)?</td>
<td></td>
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<tr>
<td>6. Does your institution prioritize offering plant-based main dishes at each meal service(^3)?</td>
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</tr>
<tr>
<td>7. If meat is offered, is the purchase of &quot;extra lean&quot; (total fat ≤ 5%) and &quot;lean&quot; (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork prioritized?</td>
<td></td>
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</tr>
</tbody>
</table>

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\(^1\) Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

\(^2\) Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

\(^3\) Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

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Baseline Assessment: Nutrition Guidelines in Food Service Institutions, Version 1
4/25/2014
### Baseline Assessment: Nutrition Guidelines in Food Service Institutions

<table>
<thead>
<tr>
<th>Question</th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>8. If meat is offered, is the purchase of processed meats(^4) minimized?</td>
<td></td>
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</tr>
<tr>
<td>9A. If dairy products are offered, is the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners) prioritized?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9B. If milk is offered, are soy, rice, or other non-dairy milk alternatives without added sweeteners available?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10A. If juice is offered, is the purchase of juice that is 100% fruit juice with no added sweeteners prioritized?</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>10B. Is the purchase of all vegetable juice to be Low Sodium as per FDA definitions(^5) prioritized?</td>
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</tbody>
</table>

\(^{4}\) If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.  
\(^{5}\) Low Sodium is 140 mg or less per RACC
## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

<table>
<thead>
<tr>
<th>Question</th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. Do at least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) contain ≤ 25 calories per 8 ounces?</td>
<td></td>
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<tr>
<td>12. Is drinking water (preferably cold tap water in at least 12 ounce cup sizes) offered?</td>
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<tr>
<td>13. Has your institution eliminated the use of hydrogenated and partially hydrogenated oils for cooking or baking?</td>
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<tr>
<td>14. Are Low Fat and/or Low Calorie and/or Low Sodium condiments offered as per FDA definitions?</td>
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<tr>
<td>15. Has your institution committed to developing and implementing a gradual sodium reduction plan* that meets current Dietary Guidelines for Americans (DGA) standards?</td>
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</tbody>
</table>

* A gradual sodium reduction plan is a guide to assist in reducing sodium gradually over time by a set of defined criteria, in food procured, sold, or distributed by any food service entity; this can include restaurants, snack shops, vending, cafeterias, and other types of food service venues.

---

6 Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

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Baseline Assessment: Nutrition Guidelines in Food Service Institutions, Version 1
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## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

<table>
<thead>
<tr>
<th>Question</th>
<th>Y ☐</th>
<th>N ☐</th>
<th>N/A ☐</th>
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</thead>
<tbody>
<tr>
<td>16. Does all pre-packaged food have zero grams trans fat per serving (as labeled)?</td>
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<td>17. Has your institution eliminated the use of deep frying?</td>
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<tr>
<td>18. Is the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming) prioritized?</td>
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<tr>
<td>19. Are water, diet drinks (drinks that do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products displayed in eye level sections of beverage cases? (if applicable)</td>
<td></td>
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<tr>
<td>20. Has your institution prioritized the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers? (if applicable)</td>
<td></td>
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<tr>
<td>21. Are fruit with no-added sweeteners and non-fried vegetable offerings highlighted with signage?</td>
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</tbody>
</table>
## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

<table>
<thead>
<tr>
<th>Question</th>
<th>Y</th>
<th>N</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>22. Has your institution removed 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)</td>
<td></td>
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<tr>
<td>23. Does your institution's menu list 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?</td>
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<tr>
<td>24A. Does your institution prioritize the use of 10’ or smaller plates for all meals?</td>
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<tr>
<td>24B. Does your institution prioritize making available reduced-size portions of at least 25% of menu items offered?</td>
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<tr>
<td>24C. Does your institution prioritize offering reduced-size portions at a lower price than regular-sized portions?</td>
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</tbody>
</table>

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7 Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.
Baseline Assessment: Nutrition Guidelines in Food Service Institutions

<table>
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<tr>
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<th>Y</th>
<th>N</th>
<th>N/A</th>
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</thead>
<tbody>
<tr>
<td>24D. Are other portion control strategies prioritized in your institution?</td>
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<tr>
<td>25. Does your institution have a worksite wellness program including nutrition education for employees and/or patrons?</td>
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</tbody>
</table>
# FRUIT & VEGETABLE PURCHASING DATA
*(insert quarter, year)*

<table>
<thead>
<tr>
<th># Cases</th>
<th>$/Case</th>
<th>Total Cost</th>
<th>Product Detail (Example: brand, grower, supplier)</th>
<th>Location</th>
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</thead>
<tbody>
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</tbody>
</table>

**Total Fruits & Vegetables**

$0.00

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Five-Year GFPP Action Plan | TEMPLATE

The tiered, points based scoring system outlined in the Good Food Purchasing Guidelines allows participants to choose which level of commitment best suits the Good Food goals of their organization. The guidelines require that a baseline be met for each value, but an institution can receive additional points by making even greater commitments in each value category. Participants are awarded one to five stars based on their total score. To maintain their star rating over time, participating institutions are expected to increase the amount of Good Food they purchase each year.

In Year One of the program, Good Food Purchasing Institutions (GFPI) will develop a five-year action plan that describes their purchasing goals and objectives, based on the baseline purchasing practices measured at the time of pledge adoption. The action plan should include measurable deliverables and benchmarks from Years One through Five. The multi-year action plan will serve as a guide for future annual progress reports. The components of a successful action plan, including the any forms to be submitted, are described below. Submit final action plan and chart to Colleen McKinney at cmckinney@goodfoodla.org.

SECTION ONE: Year One – Baseline Assessment

Introduction & Purpose
Summarize in a few sentences your institution’s interest and involvement in the Good Food Purchasing Program.

Food Service Operations Overview (SUBMIT FORM)
Using the Food Service Operations Overview form, describe your operation, including:
- Total purchases for each food category: fruits & vegetables, milk & dairy, meat & eggs, seafood, grains & legumes, other products (packaged foods, bakery products, etc.), and beverages.
- Total annual food purchases
- Food service contract terms (i.e. renewal dates) and vendor names
- Existing monitoring & compliance plans included in contracts

GFPP Tracking Sheet (SUBMIT FORM)
Using the GFPP Tracking Sheet or the inventory sheet supplied by your vendor(s), provide the following information for each product:
- Food type
- Volume purchased
- Cost per unit
- Source: include brand or label and plant location. Wherever possible, include the name of the farm or ranch where the item was produced
- Any known certifications or product claims associated with each product

Summary of Current Best Practices & Recent Achievements
Highlight any existing best practices or key procurement achievements within your institution. This may include:
- Recent product shifts or commitments (e.g. 100% cage free eggs, direct relationship with local growers)
- Existing healthy and/or sustainable food service initiatives (e.g. trayless dining, compostable dishware, Healthy Picks program)
- Staff trainings or continued learning opportunities related to food service, culinary arts, nutrition, etc.

Current Challenges
In your work to improve your food service operation, what have been the greatest challenges to success? What obstacles might continue to slow progress?

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Five-Year GFPP Action Plan, Version 2
4/25/2014
SECTION TWO: Years Two through Five

2-5 Year Plan Goals
Outline the institution's overall long-term goals for the Good Food Purchasing Program (e.g. earn three-star rating by third year of program).

Objectives & GFPP Five-Year Action Plan Chart (SUBMIT FORM)
Identify the objectives your institution will focus on to reach your desired rating (i.e. achieve Level 3 Environmental Sustainability by Year Two, Level 2 in Valued Workforce by Year Four, and maintain Level 1 in all other categories). In each category section, identify any changes you will make to your purchasing that will allow you to meet your desired level in that category. For each of the five value categories, explain your institution's objective, benchmarks, and timeline for completion (see template attached).
Template: GFPP Five-Year Action Plan Chart – For Good Food Purchasers

**Target:** The Good Food Purchasing Pledge harnesses the purchasing power of major institutions to encourage greater production of sustainably produced foods, healthy eating habits, respect for workers' rights, humane treatment of animals and support for the local business economy by providing new opportunities for small and mid-sized farmers and job creation along the supply chain.

**Value 1: Local Economies – Support small and mid-sized agricultural and food processing operations within the local area or region**

<table>
<thead>
<tr>
<th>Objective</th>
<th>Benchmarks</th>
<th>Activities</th>
<th>Timeframe</th>
<th>Points</th>
</tr>
</thead>
</table>
| Level 1 = 1 Point | 15% annual average of total cost of food purchases comes from sources that are:  
- Within 200 miles (or 10 SoCal counties) and large scale operations (>500 acre farms) OR  
- In California AND medium scale operations (180-499 acre farms) OR  
- Outside of California AND small scale operations (<180 acre farms)  
25% annual average of total cost of food purchases by Year 5. | | | |
| Level 2 = 2 Points | 15% annual average of total cost of food purchases comes from sources that are:  
- Local within 200 miles (or 10 SoCal counties) AND medium scale operations OR  
- Within California AND small scale operations  
25% annual average of total cost of food purchases by Year 5. | | | |
| Level 3 = 3 Points | 15% annual average of total cost of food purchases comes from sources that are:  
- Local within 200 miles (or 10 SoCal counties) AND small scale operations  
25% annual average of total cost of food purchases by Year 5. | | | |

<table>
<thead>
<tr>
<th>Extra Points = 1 Point Each</th>
<th>5% of annual average of total cost of food purchases comes from microenterprise farms (&lt;100 acres) and located within 200 miles.</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1% of annual average of total cost of food purchases is grown/raised and processed in Los Angeles County.</td>
<td></td>
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<tr>
<td></td>
<td>Food is purchased directly from farmer-owned businesses.</td>
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<tr>
<td></td>
<td>Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).</td>
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</tr>
<tr>
<td></td>
<td>50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.</td>
<td></td>
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<tr>
<td></td>
<td>At least 25% of prepared seafood sourced from small and or local fleets.</td>
<td></td>
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</tbody>
</table>

**Total Local Economies Points:**
### Value 2: Environmental Sustainability – Source from producers that employ sustainable production systems

<table>
<thead>
<tr>
<th>Objective</th>
<th>Benchmarks</th>
<th>Activities</th>
<th>Timeframe</th>
<th>Points</th>
</tr>
</thead>
</table>
| **Level 1: 1 Point** | Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources; No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.  
- Fruits & Vegetables: participate in Stewardship Index for Specialty Crops; OR PRIME score has no high risk components for Integrated Pest Management Practices  
- Milk & Dairy: No antibiotics; and rBGH/rBST free  
- Meat & Poultry: Cage-free eggs; or Pasture raised; or USDA Grassfed; OR No antibiotics  
- Seafood: No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide  
- Grains: Pesticide-free | | | |

| **Level 2: 2 Points** | Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources; No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.  
- Fruits & Vegetables: PRIME score indicates low-risk for Integrated Pest Management Practices; OR Protected Harvest certified; OR participate in Stewardship Index for Specialty Crops with targets for annual improvement; OR Non-GMO Project Verified; or Food Alliance Certified  
- Milk & Dairy: Non-GMO Project Verified; OR Animal Welfare Approved  
- Meat & Poultry: AGA Grassfed; OR Non-GMO Project Verified; OR Animal Welfare Approved  
- Seafood: Fish listed as “Good” and “Best” choices in Monterey Bay Aquarium’s Seafood Watch Guide  
- Grains: Food Alliance Certified; OR Non-GMO Project Verified | | | |

| **Level 3: 3 Points** | Overall: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources; No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.  
- Fruits & Vegetables: USDA Organic; OR Biodynamic  
- Milk & Dairy: Food Alliance Certified; OR USDA Organic  
- Meat & Poultry: Food Alliance Certified; OR USDA Organic  
- Seafood: Marine Stewardship Council certified; OR 100% of fish listed as “Best Choice” in the Seafood Watch Guide  
- Grains: USDA Organic | | | |
<table>
<thead>
<tr>
<th>Extra Points = 1 Point Each Point</th>
<th>Institution participates in “Meatless Mondays”</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>A minimum of 75% of all seafood is noted as “Best Choices” in the Monterey Bay Aquarium Guide OR certified by the Marine Stewardship Council.</td>
</tr>
<tr>
<td></td>
<td>50% annual average of total cost of food purchases comes from environmentally sustainable sources.</td>
</tr>
<tr>
<td>Total Environmental Sustainability Points</td>
<td></td>
</tr>
</tbody>
</table>
### Value 3: Valued Workforce – Provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption

<table>
<thead>
<tr>
<th>Objective</th>
<th>Benchmarks</th>
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<th>Timeframe</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Level 1 = 1 Point</strong></td>
<td></td>
<td></td>
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<tr>
<td>All vendors and suppliers sign in writing that they 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 standards of the International Labour Organization (ILO):</td>
<td></td>
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</tr>
<tr>
<td>1. Freedom of association and the right to collective bargaining.</td>
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<tr>
<td>2. Elimination of all forms of forced or compulsory labor.</td>
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<tr>
<td>3. Abolition of child labor.</td>
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<tr>
<td>4. Elimination of discrimination with respect to employment or occupation</td>
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<tr>
<td><strong>Level 2 = 2 Points</strong></td>
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<tr>
<td>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from farms with social responsibility policies, which includes:</td>
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<tr>
<td>- union or non-poverty wages</td>
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<tr>
<td>- respect for freedom of association and collective bargaining</td>
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<tr>
<td>- safe and healthy working conditions</td>
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<tr>
<td>- prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:</td>
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<tr>
<td>- health care benefits</td>
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<tr>
<td>- paid sick days</td>
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<td>- profit-sharing with all employees; OR</td>
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<tr>
<td>Are Fair Trade Certified (for international products)</td>
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<tr>
<td>15% annual average of total cost of food purchases by Year 5.</td>
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<tr>
<td><strong>Level 3 = 3 Points</strong></td>
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<tr>
<td>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from combination of sources, including suppliers that:</td>
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<tr>
<td>- Have a union contract with their employees; OR</td>
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<tr>
<td>- Are a worker-owned Cooperative; OR</td>
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<tr>
<td>- Have signed the CIW Fair Food Supplier Code of Conduct; OR</td>
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<tr>
<td>- Are Food Justice-Certified by the Agricultural Justice Project; OR</td>
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<tr>
<td>- Are certified by the Equitable Food Initiative</td>
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</tr>
<tr>
<td>15% annual average of total cost of food purchases by Year 5.</td>
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<tr>
<td><strong>Extra Points = 1 Point Each</strong></td>
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<tr>
<td>Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.</td>
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<tr>
<td>Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.</td>
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</tbody>
</table>

**Total Valued Workforce Points:**
### Value 4: Animal Welfare – Provide healthy and humane care for livestock

<table>
<thead>
<tr>
<th>Objective</th>
<th>Benchmarks</th>
<th>Activities</th>
<th>Timeframe</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 = 1 Point</td>
<td>Overall: 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.  - Milk &amp; Dairy: Produced from Pastured Cows OR USDA Organic  - Meat &amp; Poultry: Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR USDA Organic; OR Cage-free eggs; OR Pastured</td>
<td></td>
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</tr>
<tr>
<td>Level 2 = 2 Points</td>
<td>Overall: 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.  - Milk &amp; Dairy: American Humane Certified  - Meat &amp; Poultry: Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR American Humane Certified</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Level 3 = 3 Points</td>
<td>Overall: 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.  - Milk &amp; Dairy: Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®  - Meat &amp; Poultry: Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Extra Points = 1 Point Each</td>
<td>Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options. 50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Animal Welfare Points:**
**Value 5: Nutrition** — Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Benchmarks</th>
<th>Activities</th>
<th>Timeframe</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fruits, vegetables, and whole grains account for at least 25% of total food purchases</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have &quot;no salt added&quot;</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prioritize the purchase of whole-grain, high-fiber options</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prioritize offering plant-based main dishes at each meal service</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If meat is offered, prioritize the purchase of &quot;extra lean&quot; (total fat ≤ 5%) and &quot;lean&quot; (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If meat is offered, minimize the purchase of processed meats</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 oz</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All pre-packaged food has zero grams trans fat per serving (as labeled)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Display water, diet drinks (do not exceed 25 cal per 8oz), 100% fruit juice without added sweeteners, Low</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Sodium vegetable juices, Fat Free or Low Fat dairy products with no added
sweeteners, and milk alternative products in eye level sections of beverage cases
(if applicable)

Eliminate the use of deep frying

Highlight fruit with no-added sweeteners and non-fried vegetable offerings with
signage

Prioritize the location of fruit and/or non-fried vegetables at convenient, high-
visibility locations (including at front of cafeteria lines) and within reach of checkout
registers (if applicable)

Develop a worksite wellness program including nutrition education for employees
and/or patrons.

Menu lists the nutritional information for each item using the federal menu labeling
requirements under the Patient Protection and Affordable Care Act of 2010

Prioritize portion control strategies, if applicable (e.g., utilizing 10" or smaller plates
for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer
reduced-size portions at a lower price than regular-sized portions)

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)

Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and
baking

**Level 1 (1 Point) – Meets 13 – 15 out of 25**

**Level 2 (2 Points) – Meets 16 – 20 out of 25**

**Level 3 (3 Points) – Meets 21 – 25 out of 25**

Total Nutrition Points:

**GRAND TOTAL: GFPP POINTS**

<table>
<thead>
<tr>
<th>Stars Awarded</th>
<th>Good Food Purchaser Status Level</th>
<th>Number of Points Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>★</td>
<td>Good Food Purchaser – One Star</td>
<td>5 - 9</td>
</tr>
<tr>
<td>★★</td>
<td>Good Food Purchaser – Two Stars</td>
<td>10 - 14</td>
</tr>
<tr>
<td>★★★</td>
<td>Good Food Purchaser – Three Stars</td>
<td>15 - 19</td>
</tr>
<tr>
<td>★★★★</td>
<td>Good Food Purchaser – Four Stars</td>
<td>20 - 24</td>
</tr>
<tr>
<td>★★★★★</td>
<td>Good Food Purchaser – Five Stars</td>
<td>25+</td>
</tr>
</tbody>
</table>

© 2012 Los Angeles Food Policy Council
GOLF FOOD AND BEVERAGE RFP
HISTORICAL SALES DATA
GROSS SALES
ROUNDS PLAYED

Golf Food and Beverage Gross Sales
(Does not include merchandise sales or equipment rental)

<table>
<thead>
<tr>
<th>Package</th>
<th>Location</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rancho Park</td>
<td>$765,372</td>
<td>$842,478</td>
<td>$873,934</td>
</tr>
<tr>
<td>2</td>
<td>Griffith Golf Complex (Wilson/Harding)</td>
<td>$1,045,973</td>
<td>$1,089,413</td>
<td>$1,072,823</td>
</tr>
<tr>
<td>3</td>
<td>Penmar</td>
<td>$125,155</td>
<td>$130,056</td>
<td>$140,115</td>
</tr>
<tr>
<td>4</td>
<td>Harbor Park</td>
<td>No Data</td>
<td>$55,613</td>
<td>$77,398</td>
</tr>
<tr>
<td>5</td>
<td>Los Feliz</td>
<td>$613,831</td>
<td>$692,533</td>
<td>$706,892</td>
</tr>
<tr>
<td>6</td>
<td>Woodley Lakes</td>
<td>$66,629</td>
<td>$425,802</td>
<td>$456,933</td>
</tr>
<tr>
<td></td>
<td>Sepulveda Golf Complex (Encino/Balboa)</td>
<td>$901,036</td>
<td>$898,319</td>
<td>$910,366</td>
</tr>
<tr>
<td></td>
<td>Hansen Dam</td>
<td>$368,116</td>
<td>$378,032</td>
<td>$354,902</td>
</tr>
</tbody>
</table>

Starting June of 2015
Starting October of 2014

Golf Rounds Played

<table>
<thead>
<tr>
<th>Package</th>
<th>Location</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rancho Park</td>
<td>97,936</td>
<td>96,204</td>
<td>91,813</td>
</tr>
<tr>
<td>2</td>
<td>Griffith Golf Complex (Wilson/Harding)</td>
<td>159,332</td>
<td>153,471</td>
<td>146,007</td>
</tr>
<tr>
<td>3</td>
<td>Penmar</td>
<td>87,397</td>
<td>87,241</td>
<td>87,412</td>
</tr>
<tr>
<td>4</td>
<td>Harbor Park</td>
<td>95,248</td>
<td>96,289</td>
<td>93,884</td>
</tr>
<tr>
<td>5</td>
<td>Los Feliz</td>
<td>23,213</td>
<td>35,546</td>
<td>33,583</td>
</tr>
<tr>
<td>6</td>
<td>Woodley Lakes</td>
<td>56,418</td>
<td>57,003</td>
<td>56,759</td>
</tr>
<tr>
<td></td>
<td>Sepulveda Golf Complex (Encino/Balboa)</td>
<td>128,061</td>
<td>125,984</td>
<td>116,347</td>
</tr>
<tr>
<td></td>
<td>Hansen Dam</td>
<td>67,298</td>
<td>68,267</td>
<td>63,074</td>
</tr>
</tbody>
</table>
### BANQUET ROOM

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6' banquet tables</td>
<td></td>
<td>Folding legs</td>
</tr>
<tr>
<td>2</td>
<td>Air conditioner</td>
<td></td>
<td>Wall unit, attached - not working</td>
</tr>
<tr>
<td>3</td>
<td>3-compartment sink s/s</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FRONT DINING AREA

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(13) Dining booths and tables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(2) Dining Counters</td>
<td>Burgundy</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>(9) Bar stools</td>
<td>Attached to floor</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>(8) Dining tables</td>
<td>Burgundy</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>(16) Dining Chairs</td>
<td>Tan</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>(2) Bench seats</td>
<td>Located down center of dining room. Facing each other. Seats 8 each.</td>
<td></td>
</tr>
</tbody>
</table>

### FRONT KITCHEN

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2-Drawer warmer</td>
<td>General Electric</td>
<td>Sometimes not working</td>
</tr>
<tr>
<td>2</td>
<td>Display pie case with 2-door refrigerator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>(2) 2-Door attached refrigerator</td>
<td>Kelvinator</td>
<td>Each end of &quot;island&quot;</td>
</tr>
<tr>
<td>4</td>
<td>Ice cream freezer</td>
<td></td>
<td>Reach down</td>
</tr>
<tr>
<td>5</td>
<td>Ice storage</td>
<td></td>
<td>Attached. Bin only. Not cooled.</td>
</tr>
<tr>
<td>6</td>
<td>Milk dispenser and milk shake machine</td>
<td>Schaefer</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Double soup warmer and sink</td>
<td>Wells</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>4-Burner stove top</td>
<td>Wolf</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Grill</td>
<td>Wolf</td>
<td>48&quot;</td>
</tr>
<tr>
<td>10</td>
<td>Griddle</td>
<td>Wolf</td>
<td>48&quot;</td>
</tr>
<tr>
<td>11</td>
<td>(2) Deep fryer</td>
<td>Fry master</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Freezer</td>
<td></td>
<td>Reach In</td>
</tr>
<tr>
<td>13</td>
<td>Ventilation hood</td>
<td></td>
<td>Above stove, grill, griddle, deep fryers.</td>
</tr>
<tr>
<td>14</td>
<td>Hood / Fire suppression system</td>
<td></td>
<td>Chemical tanks mounted to wall on opposite side of hood (rear kitchen).</td>
</tr>
<tr>
<td>15</td>
<td>(2) Wall shelf s/s</td>
<td></td>
<td>Attached</td>
</tr>
<tr>
<td>16</td>
<td>Built-in prep-line counter s/s</td>
<td></td>
<td>Insert bins (cooled), under storage drawers (cooled), under storage shelves, back splash, order ticket holder.</td>
</tr>
<tr>
<td>17</td>
<td>2-Door refrigerated cabinet/counter</td>
<td></td>
<td>Located under pie display</td>
</tr>
</tbody>
</table>

### REAR KITCHEN

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6-Door freezer</td>
<td>Traulsen</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Griddle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>6-Burner stove</td>
<td>Garland</td>
<td>11 feet approx.</td>
</tr>
<tr>
<td>4</td>
<td>Prep work counter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>3-Compartment sink, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Meat slicer</td>
<td>Hobart</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Walk-in refrigerator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>8-foot, double-sided work surfaces with raised center shelf, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Dishwasher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Stainless steel counter, wash area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>(7) Wire storage racks</td>
<td></td>
<td>Some in storage room</td>
</tr>
<tr>
<td>12</td>
<td>Water heater</td>
<td></td>
<td>On loading dock</td>
</tr>
</tbody>
</table>

### HALFWAY HOUSE

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tail refrigerator, s/s</td>
<td>Traulsen</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Air conditioner, mounted in wall</td>
<td>Fujitsu</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Prep table, 2 drawers, shelf under, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>3-Compartment sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Shelf racks above sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Water heater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>26&quot; tail cart on wheels</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
As of 4/28/17
Griffith Park Golf Clubhouse Restaurant
City-Owned Equipment

### RESTAURANT

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kitchen cooking unit with fire suppression</td>
<td></td>
<td>Grill, deep fryer, sink, 2-burner stove, under grill storage, hood/vents</td>
</tr>
<tr>
<td>2</td>
<td>Wood counter</td>
<td></td>
<td>Large butcher block cutting board top, can opener attached</td>
</tr>
<tr>
<td>3</td>
<td>Built-in wall shelves</td>
<td></td>
<td>In kitchen and storage room</td>
</tr>
<tr>
<td>4</td>
<td>Built-in sink</td>
<td></td>
<td>3-compartment sink located</td>
</tr>
<tr>
<td>5</td>
<td>Work counter</td>
<td></td>
<td>Located between cooking area and serving area. Includes ice cream freezer, heat shelf, and storage area on cook's side.</td>
</tr>
<tr>
<td>6</td>
<td>Bread toaster</td>
<td></td>
<td>In server's area</td>
</tr>
<tr>
<td>7</td>
<td>Dining counter</td>
<td></td>
<td>With built-in shelves on waitress side</td>
</tr>
<tr>
<td>8</td>
<td>Freezer</td>
<td>Knight</td>
<td>2-compartment, located in cooking area to the right of the grills.</td>
</tr>
<tr>
<td>9</td>
<td>Dining tables</td>
<td></td>
<td>12 square tables</td>
</tr>
<tr>
<td>10</td>
<td>Dining chairs</td>
<td></td>
<td>48 wooden chairs</td>
</tr>
<tr>
<td>11</td>
<td>(2) Walk-in refrigerators</td>
<td></td>
<td>Located near rear of building</td>
</tr>
<tr>
<td>12</td>
<td>Built-in liquor bar</td>
<td></td>
<td>Includes triple sink, ice bin, well holder</td>
</tr>
<tr>
<td>13</td>
<td>Table</td>
<td></td>
<td>Used for holding cash register</td>
</tr>
<tr>
<td>14</td>
<td>Table</td>
<td></td>
<td>Used for holding condiments</td>
</tr>
<tr>
<td>15</td>
<td>Refrigerator</td>
<td>Utility (?)</td>
<td>3-compartment upright. Located on west wall in cook area.</td>
</tr>
<tr>
<td>16</td>
<td>Oven</td>
<td>Garland</td>
<td>Double oven. In dishwashing room</td>
</tr>
<tr>
<td>17</td>
<td>Roll table</td>
<td></td>
<td>Seco. Small, stainless steel top</td>
</tr>
<tr>
<td>18</td>
<td>Freezer</td>
<td></td>
<td>Low, ice cream type (reach down), 4 doors. Located opposite walk-in refrigerator</td>
</tr>
<tr>
<td>19</td>
<td>Water heater</td>
<td></td>
<td>Located in banquet room.</td>
</tr>
<tr>
<td>20</td>
<td>(30) Stacking chairs</td>
<td></td>
<td>Located in banquet room.</td>
</tr>
<tr>
<td>21</td>
<td>Freezer</td>
<td>Arctic Air</td>
<td>White, 6' high, single door. Located in bread/storage room.</td>
</tr>
</tbody>
</table>

### HALFWAY HOUSE

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service counter</td>
<td></td>
<td>26.5' X 3' main counter</td>
</tr>
<tr>
<td>2</td>
<td>Service counter</td>
<td></td>
<td>6' X 2' w/ hinged flip-up for employees to enter</td>
</tr>
<tr>
<td>3</td>
<td>Sink</td>
<td></td>
<td>Back room. 1 well. 67&quot; X 27&quot; counter with 24&quot; X 22&quot; basin.</td>
</tr>
<tr>
<td>4</td>
<td>Water heater</td>
<td>American Standard</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Counter with small sink</td>
<td></td>
<td>Formica top, stainless steel sink 11.8&quot;X2&quot;X14&quot; basin</td>
</tr>
<tr>
<td>6</td>
<td>Sink (porcelain)</td>
<td>American Standard</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>(2) Ceiling fans</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Ice machine</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
As of 5/1/17
Penmar Golf Café
City-Owned Equipment

KITCHEN/PREP AREAS

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grill with 3 burners</td>
<td>Star</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Freezer, 2 door</td>
<td>Hobart S/N: 535101</td>
<td>61002</td>
</tr>
<tr>
<td>3</td>
<td>Refrigerator, 1 door</td>
<td>Hobart S/N: 535100</td>
<td>61001</td>
</tr>
<tr>
<td>4</td>
<td>3-sink table, s/s</td>
<td></td>
<td>610010, 9'L X 1'10&quot;W</td>
</tr>
<tr>
<td>5</td>
<td>Grill Hood with shelf</td>
<td>Everfrost</td>
<td>610007, 6'L X 1.5' W</td>
</tr>
<tr>
<td>6</td>
<td>Table with storage and drawers, s/s</td>
<td></td>
<td>Under grill and fryer. 24'L X 2'8&quot;W</td>
</tr>
<tr>
<td>7</td>
<td>Table/sandwich bar with cold storage under</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Table with 3 storage doors under</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OUTSIDE PATIO

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(4) Outdoor square table w/ seats attached</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>(1) Outdoor table ADA compatible</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**REAR KITCHEN**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dishwashing sink, 3 compartment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Pre-rinse unit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Water heater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Double compartment sink, s/s</td>
<td></td>
<td>Food preparation sink with air gap below.</td>
</tr>
<tr>
<td>5</td>
<td>Counter, s/s</td>
<td></td>
<td>Connected to food preparation sink.</td>
</tr>
<tr>
<td>6</td>
<td>Wall shelf, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Hand sink</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**FRONT KITCHEN**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grill with burners</td>
<td>US Range</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Deep fryer</td>
<td>Tri Star</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Exhaust hood with fire suppression system</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sneeze guard at sandwich table</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Sandwich/salad table with refrigeration</td>
<td>TRUE TSU-72-8</td>
<td>611114</td>
</tr>
<tr>
<td>6</td>
<td>Refrigerator with single glass door</td>
<td>TRUE TSU-72-8</td>
<td>Aqua Fina advertising</td>
</tr>
</tbody>
</table>

**DINING AREA**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(2) Tables, plastic top, steel legs.</td>
<td></td>
<td>96&quot;X30&quot;</td>
</tr>
<tr>
<td>2</td>
<td>(16) Folding chairs, steel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OFFICE**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tables: (1) 30&quot;X30&quot; and (1) 30&quot;X42&quot;</td>
<td></td>
<td>Steel legs, wood grain top.</td>
</tr>
<tr>
<td>2</td>
<td>Steel chair with cushion</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**STORAGE ROOM (outside of office)**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Refrigerator, 3 door</td>
<td>Beverage Air KR74-1AS</td>
<td>Serial: 5426975. MRP: 105527.</td>
</tr>
<tr>
<td>2</td>
<td>Freezer</td>
<td>TRUE T-43</td>
<td>City: 611113. 608558</td>
</tr>
<tr>
<td>3</td>
<td>Air curtain (above rear delivery door)</td>
<td>Berner</td>
<td></td>
</tr>
</tbody>
</table>
KITCHEN/PREP AREAS

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Grill</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Hood and Ansul System</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>(2) Condiment table, refrigerated w/ cutting board and containers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Sink - 3 tub, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Refrigerator, stand up style</td>
<td>Delfield</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Freezer</td>
<td>TRUE, City #00688</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Refrigerator</td>
<td>TRUE, City #00687</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Refrigerator</td>
<td>TRUE, City #00689</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Ice Maker</td>
<td>Ice-O-Matic</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Metal cart on wheels</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Freezer, low style, under grill</td>
<td>TRUE</td>
<td>4 drawer</td>
</tr>
</tbody>
</table>

MISC.

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Air Conditioner</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SEATING AREA

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(2) Bar stools</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(4) Tables 30&quot; X 30&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Ceiling Fan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

OUTSIDE PATIO

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(3) Picnic tables, round</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### KITCHEN AREAS

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
<th>609923</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Coffee maker</td>
<td>Brewmaster</td>
<td></td>
<td>606419</td>
</tr>
<tr>
<td>2</td>
<td>Dishwasher</td>
<td>USA Jackson</td>
<td></td>
<td>609912</td>
</tr>
<tr>
<td>3</td>
<td>Mixer</td>
<td>American Eagle</td>
<td></td>
<td>609913</td>
</tr>
<tr>
<td>4</td>
<td>Slicer</td>
<td>Globe</td>
<td></td>
<td>609914</td>
</tr>
<tr>
<td>5</td>
<td>Walk-in refrigerator</td>
<td>Pacific</td>
<td></td>
<td>609915</td>
</tr>
<tr>
<td>6</td>
<td>Walk-in freezer</td>
<td>Pacific</td>
<td></td>
<td>609916</td>
</tr>
<tr>
<td>7</td>
<td>Oven/griddle</td>
<td>US Range</td>
<td></td>
<td>609917</td>
</tr>
<tr>
<td>8</td>
<td>Grill and Salamander Broiler</td>
<td>US Range</td>
<td></td>
<td>609918</td>
</tr>
<tr>
<td>9</td>
<td>Range, 4 burners</td>
<td>US Range</td>
<td></td>
<td>609919</td>
</tr>
<tr>
<td>10</td>
<td>Oven Convection</td>
<td>US Range</td>
<td></td>
<td>609920</td>
</tr>
<tr>
<td>11</td>
<td>Oven Convection</td>
<td>US Range</td>
<td></td>
<td>609921</td>
</tr>
<tr>
<td>12</td>
<td>Fryer</td>
<td>Dean</td>
<td></td>
<td>609922</td>
</tr>
<tr>
<td>13</td>
<td>Table Salad</td>
<td></td>
<td>In storage, okay to hold ice.</td>
<td>609925</td>
</tr>
<tr>
<td>14</td>
<td>Ice cream freezer (not working)</td>
<td></td>
<td>Under meat slicer</td>
<td>609926</td>
</tr>
<tr>
<td>15</td>
<td>Mobile cart</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Ice machine</td>
<td>Follet</td>
<td></td>
<td>609927</td>
</tr>
</tbody>
</table>

### MISC.

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
<th>609923</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Point of sale system (not working)</td>
<td></td>
<td>File server, 2 work stations</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Safe</td>
<td></td>
<td>Inside communication room</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Dance floor panels</td>
<td>Approx 29 panels</td>
<td>4 are spares</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Portable stage</td>
<td>3 sections</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### SEATING AREAS

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
<th>609923</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(5) Storage shelves</td>
<td></td>
<td>Located inside storage closet</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(108) Chairs - short</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>(27) Chairs - tall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>(19) Table 3' X 3'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>(2) Table, rectangle</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>(6) Table, high</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>(3) Table, round</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>(13) Round table extenders, half folding</td>
<td></td>
<td>Not all work. Used to increase seating.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>(1) Child's high chair</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>(6) Chandeliers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>(1) Partition</td>
<td></td>
<td>To divide interior spaces</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>(1) Projection screen, electric</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>(4) Wall-mounted speakers, tall</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>(6) Wall-mounted speakers, small</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### OUTSIDE PATIO

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
<th>609923</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(4) Tables</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>(60) Chairs</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## BACK OF KITCHEN

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(7) Stainless steel wire shelves</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Work table</td>
<td></td>
<td>Slide shelf under</td>
</tr>
<tr>
<td>3</td>
<td>Stove with 6 burners</td>
<td>US Range</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Metal hood</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Double convection oven</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Double sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Stainless steel rack</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Double sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Work table with attached shelf s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Mixer</td>
<td>Hobart</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Small wood table</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Ice machine</td>
<td>Ice-o-matic</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Wall shelf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Double door refrigerator</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## FRONT KITCHEN

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cheese melter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>6-burner range (with add-ons one side)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Grill</td>
<td></td>
<td>with refrigerated compartments under</td>
</tr>
<tr>
<td>4</td>
<td>Charbroiler</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>(2) Deep fryer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Slicer</td>
<td>Hobart</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Metal cabinet/shelf/table on wheels</td>
<td></td>
<td>Large</td>
</tr>
<tr>
<td>8</td>
<td>Metal work table</td>
<td></td>
<td>Small</td>
</tr>
<tr>
<td>9</td>
<td>Refrigerator/Freezer 4-door</td>
<td>Traulson</td>
<td>Not working - storage only</td>
</tr>
<tr>
<td>10</td>
<td>Long work table</td>
<td></td>
<td>with refrigerated compartments under</td>
</tr>
</tbody>
</table>

## DISH WASH ROOM

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Metal work table</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Sink/surface</td>
<td></td>
<td>(No washer belonging to City)</td>
</tr>
</tbody>
</table>

## WALK-IN COOLER - 2 SECTIONS

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(4) racks s/s</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## OFFICE

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Large metal safe</td>
<td></td>
<td>Upper and lower compartments</td>
</tr>
<tr>
<td>2</td>
<td>Cabinets (wood)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## DINING AREA

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(15) Bar stools</td>
<td></td>
<td>Built in</td>
</tr>
<tr>
<td>2</td>
<td>(12) Tables</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Metal cabinet</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Refrigerated beer cooler</td>
<td></td>
<td>Wood cabinet look</td>
</tr>
</tbody>
</table>

## BAR

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bar, shelving, cabinets</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bench seats against long wall</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# KITCHEN AREAS

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>20-Quart mixer</td>
<td>Hobart</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Wire shelving racks in walk in coolers</td>
<td></td>
<td>(6) in refrigerator; (3) in freezer.</td>
</tr>
<tr>
<td>3</td>
<td>Buffet line, wheeled, 3 pcs, 5-feet long each, sneeze guard</td>
<td>Duke</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Buffet line, wheeled, carving section, short section</td>
<td>Duke</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Double-deck convection oven</td>
<td></td>
<td>Next to hand sink of front cookline</td>
</tr>
<tr>
<td>6</td>
<td>Double-deck convection oven</td>
<td></td>
<td>At back prep area</td>
</tr>
<tr>
<td>7</td>
<td>Deep fat fryer</td>
<td></td>
<td>2 units side-by-side</td>
</tr>
<tr>
<td>8</td>
<td>6-Burner at back prep area</td>
<td>Montague</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>6-Burner at front cookline</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>5'X2' Griddle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Lo-Boy 6-drawer refrigeration, 114&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Lo-Boy 2-door refrigeration under sandwich table</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Combo walk-in refrigerator/freezer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Sink, double compartment, s/s</td>
<td></td>
<td>At back prep area</td>
</tr>
<tr>
<td>15</td>
<td>Hand sink</td>
<td></td>
<td>At front cookline</td>
</tr>
<tr>
<td>16</td>
<td>Low heat roaster, split level</td>
<td></td>
<td>At front cookline, near hand sink</td>
</tr>
<tr>
<td>17</td>
<td>9-Foot long refrigerator, 4-door, 3 flip tops, s/s</td>
<td>Delfield</td>
<td>Located in open area toward seating, near buffet line.</td>
</tr>
</tbody>
</table>

# BAR AREA

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(1) Box TV</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Bar sink with drain boards, 3 wells &amp; work table</td>
<td></td>
<td>At front of bar area</td>
</tr>
<tr>
<td>3</td>
<td>Back bar, 14&quot; X 30&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Bar 18&quot; X 30&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Bar 4-door refrigeration, built in</td>
<td>Beverage Air</td>
<td>Under back counter.</td>
</tr>
<tr>
<td>6</td>
<td>(3) Wire racks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

# SEATING AREAS

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Server station tables</td>
<td></td>
<td>Holds supplies</td>
</tr>
<tr>
<td>2</td>
<td>Tables - rectangle w/ fold out (10)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tables - round w/ fold out, dk brn, small (6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Tables - round w/ fold out, lite brn, medium (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Tables - lite brown, square (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Tables - lite brown, rectangle, (2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Table - tan plastic top, folding - large (3)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Table - tan plastic top, folding - medium (1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>(50) Vinyl stacking chairs</td>
<td></td>
<td>Chrome with black cushions, worn.</td>
</tr>
<tr>
<td>10</td>
<td>(11) Ceiling fans with lights</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Outdoor 36&quot; round cement tables (6+2)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pro forma Financial Statements Submission Forms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Proposer:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Operating Pro Forma - By Contract Year</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Food and Beverage Sales</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Revenue:</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Cost of Goods</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Gross Margin</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Gross Margin %</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
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<tr>
<td>Concession Fee</td>
<td></td>
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</tr>
<tr>
<td>Food and Beverage</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td><strong>Total Concession Fee:</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
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<tr>
<td><strong>Payroll Costs</strong></td>
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<tr>
<td>Wages</td>
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<td>Payroll Taxes</td>
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<tr>
<td>Health Insurance &amp; Benefits</td>
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</tr>
<tr>
<td>Workers' Compensation Insurance</td>
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</tr>
<tr>
<td><strong>Total Payroll Costs</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Variable Costs</strong></td>
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<td>Accounting</td>
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<tr>
<td>Advertising, Marketing &amp; Promotion</td>
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<tr>
<td>Dues &amp; Subscriptions</td>
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<td>Environmental Costs</td>
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<tr>
<td>Equipment Replacement - Small</td>
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<td></td>
</tr>
<tr>
<td>Equipment Replacement - Large</td>
<td></td>
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<tr>
<td>Legal</td>
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<td>Office Expenses</td>
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<tr>
<td>Payroll Processing Fees</td>
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<tr>
<td>Professional Services</td>
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<tr>
<td>Repair &amp; Maint. - FF&amp;E</td>
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<td></td>
</tr>
<tr>
<td>Repair &amp; Maint. - Building</td>
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<td></td>
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<tr>
<td>Supplies</td>
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</tr>
<tr>
<td>Start up Expenses - Yr 1</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel &amp; Entertainment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Variable Expenses</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

This is a sample of the Excel workbook document. The sheets must be completed using Microsoft Excel. Download the workbook document from www.labavn.org
**FINANCIAL OFFER FORM**
Package 1
Rancho Park

**Monthly Rent Commitment**
In 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 $100,000)*:

$____________________

or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define:__________)</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define:__________)</td>
<td>( %)</td>
</tr>
</tbody>
</table>

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) __________________________  (Print Name) __________________________

(Company Name) __________________________  (Title) __________________________

(Date) __________________________
FINANCIAL OFFER FORM
Package 2
Griffith Golf Complex
(Wilson/Harding)

Monthly Rent Commitment
In 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 $110,000):

$ __________________________

or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define: __________)</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define: __________)</td>
<td>( %)</td>
</tr>
</tbody>
</table>

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)  (Print Name)

__________________________  __________________________
(Company Name)  (Title)

__________________________
(Date)
FINANCIAL OFFER FORM
Package 3
Penmar

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, CONCESSIONNAIRE 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 $20,000):

$ ______________________________________________________________________

or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define:__________________)</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define:__________________)</td>
<td>( %)</td>
</tr>
</tbody>
</table>

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)  (Print Name)

__________________________  ________________________________

(Company Name)  (Title)

__________________________

(Date)
FINANCIAL OFFER FORM  
Package 4 
Harbor Park

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 $10,000):

$ ______________________________

or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define:__________)</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define:__________)</td>
<td>( %)</td>
</tr>
</tbody>
</table>

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) (PrintName)

______________________________

Company Name (Title)

______________________________

(Date)
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 \( \text{amount entered below must be at least } $70,000 \):

\[
\text{
}
\]
or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define: )</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define: )</td>
<td>( %)</td>
</tr>
</tbody>
</table>

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] (Print:Name)

[Company Name] (Title)

(Date)
FINANCIAL OFFER FORM
Package 6.1
Woodley Lakes

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 $50,000):

$ __________________________

or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define:___________)</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define:___________)</td>
<td>( %)</td>
</tr>
</tbody>
</table>

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)         (Print Name)

            ____________________________  ____________________________
            (Company Name)                 (Title)

            ____________________________
            (Date)
FINANCIAL OFFER FORM  
Package 6.2  
Sepulveda Golf Complex  
(Encino/Balboa)

**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 $90,000)*:

\[
\]  

or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define: )</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define: )</td>
<td>( %)</td>
</tr>
</tbody>
</table>

**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)  

(Print Name)  

(Company Name)  

(Title)  

(Date)
FINANCIAL OFFER FORM
Package 6.3
Hansen Dam

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 $35,000):

$ ______________________________

or

A percentage of gross sales by category as shown below:

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<thead>
<tr>
<th>CATEGORY (not all may apply)</th>
<th>PERCENTAGE OFFERED BY PROPOSER (spell out percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define: __________ )</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define: __________ )</td>
<td>( %)</td>
</tr>
</tbody>
</table>

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) (Print Name)

__________________________
(Company Name)

__________________________
(Date)

__________________________
(Title)
GOLF FOOD AND BEVERAGE RFP – PACKAGE 1
CAPITAL INVESTMENT REQUIREMENT
RANCHO PARK
10460 W. Pico Blvd
Los Angeles, CA  90064

COURSE DESCRIPTION
Rancho Park is a par 71 championship course playing at a deceptive 6,630 yards. This course is a very challenging undulating track that requires a great deal of finesse and skill. A premium is placed on approach shots to smallish greens from a variety of lies. It is a purist shot-making course, sure to please. Virtually all the legends of golf have played Rancho sometime during their career.

RESTAURANT DESCRIPTION
The historic club house contains a full service restaurant, bar and banquet hall as well as locker rooms that may be converted to provide additional banquet space and/or other amenities. The facility is at a prime intersection of Pico Blvd. in West LA and offers plenty of free parking. Located across the street from Fox studios, this restaurant serves as a popular breakfast and lunch spot for non-golfers as well. Rancho boasts the busiest driving range in the City’s golf system and the range is lighted for nighttime use, which presents an excellent opportunity for evening bar service. This concession also includes a halfway house.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by the City of Los Angeles Department of Building and Safety (LADBS) to comply with the Americans with Disabilities Act (ADA), upgrade the following: seating in both restaurant and bar area, cash transaction counter, and doors.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. Remodel/reconfiguration of main lobby and restrooms.

4. Install electrical sub-meters, if necessary.

5. Install Wi-Fi service according to RAP Systems Division standards.

ADDITIONAL SUGGESTED IMPROVEMENTS

1. Remodel locker rooms to be converted into banquet rooms or other amenities.

2. Reconfiguration of bar area to integrate into main restaurant.

3. Relocate starter window and pro shop and develop banquet facilities and terrace.

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<tbody>
<tr>
<td>98,000</td>
<td>200</td>
<td>903</td>
<td>1,526</td>
<td>N/A</td>
<td>1119</td>
<td>155</td>
<td>350</td>
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</table>
COURSE DESCRIPTIONS

Built in 1923, Wilson Golf Course is the longest of all L.A. City courses at 6,947 yards. This mature golf course will test even the most experienced golfer with its beautiful layout, mildly sloping fairways and forested setting. Its location makes it ideal for families with its proximity to the L.A. Zoo and the Griffith Park Observatory. Wilson is one of the most highly touted municipal courses internationally and has hosted many of the City’s championship events, including the Los Angeles Open.

Harding is a beautiful, tree lined course built in 1924. The fairways are somewhat narrow with many challenging tough approaches into guarded greens. This mature course rewards accurate shot placement and course strategy to score well. Located in a lush setting, peacock and deer sightings are not uncommon.

RESTAURANT DESCRIPTION

The historic club house contains a full service restaurant, bar and banquet hall. The facility is located in iconic Griffith Park with gorgeous views and offers plenty of free parking. With a spacious deck and scenic locale this is an excellent opportunity to capitalize on special events in the banquet space. This concession also includes a halfway house, which serves both golf courses. Harding offers a popular and very busy lighted driving range with potential for evening bar service.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by LADBS to comply with the ADA, upgrade the following: all seating in both restaurant and bar area, cash transaction counter, path of travel to outdoor deck, and walkways.

2. Aesthetic upgrades to include paint, flooring, furniture, lighting fixtures, and deck remodel.

3. Design and build new women’s restroom on first floor in existing locker room.

4. Install electrical sub-meters, if necessary.

5. Install Wi-Fi service according to RAP Systems Division standards.

ADDITIONAL SUGGESTED IMPROVEMENTS

1. Remodel all restrooms.

2. Upgrade banquet room.

<table>
<thead>
<tr>
<th>Annual Rounds</th>
<th>Annual No. of Tournaments</th>
<th>Restaurant Sq. ft.</th>
<th>Bar Area Sq. ft.</th>
<th>Patio Sq. ft.</th>
<th>Kitchen Sq. ft.</th>
<th>Office Sq. ft.</th>
<th>Storage Sq. ft.</th>
<th>Parking Capacity</th>
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<tr>
<td>155,000</td>
<td>265</td>
<td>1,092</td>
<td>287</td>
<td>3,628</td>
<td>400</td>
<td>140</td>
<td>800</td>
<td>357</td>
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</table>
COURSE DESCRIPTION
Just blocks from Venice Beach, this executive length course is the perfect track to hone your short game skills. With six par 4’s and three par 3’s, the course requires the golfer to concentrate on accurate approach shots to score well. A great walking course to enjoy.

RESTAURANT DESCRIPTION
The cafe and bar are conveniently located near the starter window and offer a covered patio for guests to enjoy outdoor dining. The facility is located on trendy Rose Ave. in Venice and offers plenty of free parking.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by LADBS to comply with the ADA, upgrade the following: seating and cash transaction counter.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. Install electrical sub-meters, if necessary.

4. Install Wi-Fi service according to RAP Systems Division standards.

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<td>480</td>
<td>192</td>
<td>128</td>
<td>N/A</td>
<td>88</td>
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</table>
COURSE DESCRIPTION
This is one of the best values of golf in the entire collection of L.A. City courses. A true par 36, this absolutely stunning 9-hole facility is built on gently rolling terrain, but has plenty of challenge. Narrow fairways, water hazards, terrific grooming and fast well-bunkered greens make this course a player favorite. Harbor Park is one of the most played 9-hole courses in North America.

RESTAURANT DESCRIPTION
The cafe and bar are conveniently located near the starter window and offer a covered patio for guests to enjoy outdoor dining. The facility is adjacent to Los Angeles Harbor College and Ken Malloy Harbor Regional Park which offer a nearby potential clientele in addition to golfers.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by LADBS to comply with the ADA, upgrade the following: seating and cash transaction counter.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. This location currently does not offer alcohol. Therefore, will also require that the Concessionaire obtain a Liquor License from the State of California.

4. Install electrical sub-meters, if necessary.

5. Install Wi-Fi service according to RAP Systems Division standards.

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<td>198</td>
<td>50</td>
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COURSE DESCRIPTION
Los Feliz is a great little course for a family outing or gathering of friends. A par 27 at just over 1,000 yards, the wooded course rewards carefully crafted shots and one-putts to play well and amaze your playing partners. A perfect getaway for a fun round of golf. This course is a special attraction for locals, celebrities and tourists looking for an enjoyable round.

RESTAURANT DESCRIPTION
The cafe and bar are conveniently located near the starter window and offer a covered patio for guests to enjoy outdoor dining. The facility is located on trendy Los Feliz Ave. which attracts a large amount of foot traffic and offers plenty of free parking.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by LADBS to comply with the ADA, upgrade the following: seating and cash transaction counter.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. Remodel restrooms.

4. Ensure all previous and current construction is permitted by LADBS.

5. Install electrical sub-meter, if necessary.

6. Install Wi-Fi service according to RAP Systems Division standards.

ADDITIONAL SUGGESTED IMPROVEMENTS

1. Install automatic door opener at entry door interior dining.

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<td>0</td>
<td>256</td>
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<td>2,100</td>
<td>550</td>
<td>N/A</td>
<td>200</td>
<td>66</td>
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</table>
COURSE DESCRIPTION
The youngest course in the City golf portfolio, Woodley Lakes opened in 1975. It was designed for all skill levels but with its wide fairways and large greens it is ideal for beginner to intermediate golfers. At over 6,800 yards from the tips and nine acres of water hazards, experienced golfers will find plenty of challenge as well. With its well-manicured grass tee line, our driving range is one of the most desirable in the city, having just benefited from a $1 million refurbishment project.

RESTAURANT DESCRIPTION
This facility was refurbished in 2000 and houses a full service restaurant, bar and large banquet room. Patrons also enjoy a spacious deck and a patio which offer scenic panoramic views of the golf course and lake. This is a prime opportunity for special events. This concession also includes a halfway house and is adjacent to very busy Lake Balboa Park which is connected to the clubhouse via a pedestrian bridge.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by LADBS to comply with the ADA, upgrade the following: seating in both restaurant and bar area, cash transaction counter, and doors.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. Install electrical sub-meter, if necessary.

4. Install Wi-Fi service according to RAP Systems Division standards.

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<td>56,000</td>
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<td>1,690</td>
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<td>Deck 1508</td>
<td>1147</td>
<td>120</td>
<td>50</td>
<td>284</td>
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COURSE DESCRIPTION
Encino is a long and wide golf course, a nice test for the long hitter. With an open design, it is ideal for mid to high handicap golfers wanting to hone their game. Frequent by Hollywood celebrities, this is a fun course with large greens.

Balboa is challenging for the mid to high handicapper, with narrow tree-lined fairways to test your game and shot-making ability. The course was modified and lengthened in 2008, from a par 70 to a par 72.

RESTAURANT DESCRIPTION
Both Encino and Balboa share amenities with a full service restaurant, bar, lounge, banquet room, large deck and lighted driving range which presents an opportunity evening bar service. This concession also includes two half way houses: one on each course.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by LADBS to comply with the ADA, upgrade the following: seating in both restaurant and bar area, cash transaction counter, and doors.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. Upgrade banquet facility.

4. Install electrical sub-meter, if necessary.

5. Install Wi-Fi service according to RAP Systems Division standards.

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<td>800</td>
<td>966</td>
<td>800</td>
<td>240</td>
<td>240</td>
<td>590</td>
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</table>
GOLF FOOD AND BEVERAGE RFP – PACKAGE 6.3
CAPITAL INVESTMENT REQUIREMENT
HANSEN DAM
10400 Glenoaks Blvd.
Pacoima, CA 91331

COURSE DESCRIPTION
Hansen Dam Golf Course is located on the face of the Hansen Dam and provides two very distinct 9-hole sections due to the elevation changes and number of trees on the front nine. The course is beautifully landscaped and a variety of lies provides a challenge, especially on approach shots to small greens. This course opened in 1964 and was designed by David Kent with later additions by Ray Goates. Hansen Dam golf course was picked by Golf Digest as one of the “Best Places to Play” for 2008-2009.

RESTAURANT DESCRIPTION
The restaurant features air-conditioned indoor dining with beautiful exterior views as well as casual outdoor patio seats. The facility also includes a bar/lounge and banquet room. In addition, this concession features a takeout window off the 9th green which serves golfers making the turn to the back 9 and driving range patrons.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by LADBS to comply with the ADA, upgrade the following: seating in both restaurant and bar area, restrooms, cash transaction counter, and doors.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. Install electrical sub-meter, if necessary.

4. Install Wi-Fi service according to RAP Systems Division standards.

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<td>2,858</td>
<td>629</td>
<td>505</td>
<td>919</td>
<td>81</td>
<td>466</td>
<td>230</td>
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## CAPITAL INVESTMENT FORM

### PACKAGE #______

<table>
<thead>
<tr>
<th>Capital Investment Offer</th>
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<tbody>
<tr>
<td>1. Proposed Capital Investment for Leasehold Improvements</td>
</tr>
<tr>
<td>(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)</td>
</tr>
<tr>
<td>Description</td>
</tr>
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<td>____________________________</td>
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<td>____________________________</td>
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| 2. Proposed Capital Investment for Furniture, Fixtures, and Equipment | $___________(B) |
| (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES) |
| Description | Amount |
| ____________________________ | ____________________________ |
| ____________________________ | ____________________________ |
| ____________________________ | ____________________________ |
| ____________________________ | ____________________________ |
| ____________________________ | ____________________________ |

| 3. Architectural, engineering, and in-house fees (not to exceed 15%) | $___________(C) |

Total Capital Investment Commitment (add A + B + C above) = $___________

Total Mid-term Refurbishment Commitment $___________

Signature of Authorized Person: _______________________________ Date: ______

Printed Name: _______________________________ Title: _______________________________

**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.
TERMS AND CONDITIONS ACCEPTANCE FORM

Proposing Entity: ____________________________________________
(Complete legal name/include DBA if applicable)

Entity Address: ____________________________________________

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

Contact Name: ____________________________________________

Contact Telephone: _________________________________________

Contact Fax: ______________________________________________

Email Address: _____________________________________________

__________________________________________ Authorized Signature

_________________________ 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.