



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposal

For the Operation and Maintenance of the  
**CITYWIDE SEASONAL HOLIDAY EVENTS CONCESSION**  
At

Pershing Square  
532 South Olive Street  
Los Angeles, CA 90013

Venice Beach  
1800 Ocean Front Walk  
Venice, CA 90291

Lake Balboa  
6300 Balboa Blvd  
Lake Balboa, CA 91406

Travel Town  
5200 Zoo Drive  
Los Angeles, CA 90027

Elysian Park  
929 Academy Road  
Los Angeles, CA 90012

Cheviot Hills Park & Rec Center  
2551 Motor Avenue  
Los Angeles, CA 90064

AND OTHER LOCATIONS THROUGHOUT THE CITY

**(CON-M25-006)**

**Release Date:**

**June 26, 2025**

**Pre-Proposal Conference:**

**July 10, 2025**

**Due Date:**

**Sept 02, 2025**

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FOR THE OPERATION AND MAINTENANCE OF THE  
CITYWIDE SEASONAL HOLIDAY EVENTS CONCESSION

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2. PROPOSAL SUBMISSION CHECKLIST

REQUEST FOR PROPOSAL (RFP)  
FOR THE OPERATION AND MAINTENANCE OF THE  
CITYWIDE SEASONAL HOLIDAY EVENTS CONCESSION

**I. INTRODUCTION**

The City of Los Angeles (City), through its Department of Recreation and Parks (RAP) is pleased to offer an opportunity for a well-qualified business entity or entities to operate and maintain the Citywide Holiday Events Concession (Concession) at designated sites throughout the City.

<b>Term</b>	One (1) year plus two one-year extension options
<b>Facility</b>	Various locations throughout the City
<b>Compensation</b>	The fee to be paid by the Operator to RAP is a <u>Percentage of Gross Receipts</u> (PGR), as determined annually. The minimum PGR is 10 percent (10%) as well as ten percent (10%) to twenty percent (20%) of all merchandise sales depending on the location. See Section IV. <u>Compensation Plan</u> of this RFP.

Proposers must demonstrate the ability to operate a high-quality seasonal holiday event business, clearly articulate achievable plans for an innovative and profitable operation, be in full compliance with applicable laws and regulations, secure all necessary permits for such seasonal holiday event, as well as installing ANY required infrastructure, furnishings and equipment. Proposers may submit a proposal for one, some, or all of the Concession locations. RAP reserves the right to select different operators for each location. Therefore, this RFP process may result in a separate agreement for each location.

The selected proposer(s) (Concessionaire) will implement a Concession operation that will meet or exceed the objectives of RAP, as well as incorporate creative ideas that are appropriate to maximize the Concession's value for patrons.

RAP's goals for providing concession opportunities are to provide the public with the best and highest quality products and service, ensure that RAP receives an adequate and appropriate revenue share for operations on RAP property, and protect City assets.

**II. OBJECTIVE**

The objective of this RFP is to award a one-year agreement for each location, with two one-year extension options exercisable at RAP's sole discretion, to a successful proposer(s) who will:

- Provide a seasonal holiday event at the following designated sites: Pershing Square, Travel Town, Elysian Park, Lake Balboa/Anthony C. Beilenson Park and other potential locations, as needed (See Exhibit L for all locations). The seasonal holiday events will include an Ice Rink at Pershing Square with the other locations hosting events such as a festival of lights, winter wonderland, or any other seasonal festivity proposed by the successful respondent(s) and approved by RAP.

- Provide professional service at reasonable market prices to meet the needs and expectations of the City, park patrons, and the neighboring community.
- Optimize patron experience by providing unique seasonal holiday events, providing high quality service, and creating an attractive seasonal ambiance.
- Assess, provide, and install ANY necessary high-quality equipment or infrastructure and install any furnishings in order to create an inviting Concession. Secure all necessary permits for such seasonal holiday event.
- Maintain the cleanliness and appearance of the Concession to the satisfaction of RAP and meet industry standards by providing on-going maintenance of structures, furnishings and equipment during the duration of the seasonal event.
- Establish and increase a strong customer base through the use of marketing and advertising tools and outreach to the community.
- Implement, maintain, and enforce all health and safety rules and regulations as required by the City, County, State and Federal agencies.
- Demonstrate awareness of the demographics and special needs of the community.
- Work in partnership with RAP during the normal course of business.

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 seasonal holiday events for various locations in addition to those described in this RFP.**

### **III. DESCRIPTION OF CONCESSION LOCATIONS**

Concessionaire shall provide seasonal holiday event services to patrons in the following designated location(s):

- Pershing Square
- Travel Town
- Venice Beach
- Elysian Park
- Lake Balboa
- Cheviot Hills Park & Rec Center
- Additional Locations See Exhibit L
- Other future locations as needed

RAP may add additional locations or remove locations during the term of the agreement period or proposers may suggest additional locations within the jurisdiction of RAP.



## **Pershing Square**

Pershing Square is a public park in downtown Los Angeles, located at 532 S. Olive St., known for its fountains, monuments, statues, and hosting various community events and seasonal activities like an ice rink during the holidays. It includes amenities such as a large seating platform, two children's playgrounds, a chess area, a pet area, and an open elevated Mayan-style amphitheater. Pershing Square has hosted concerts, gatherings, political rallies, and public celebrations; and serves as a major filming location for TV shows and movies.

The selected proposer will operate a seasonal holiday Ice Rink on specific days as directed by RAP from November to January, most often from the first week after Halloween to the week immediately prior to the Martin Luther King Holiday.

The Concession premises for this location is located at Pershing Square within the Amphitheatre area. Please see the areas represented by EXHIBIT A. Concessionaire shall work closely with RAP staff every day of operation.

The event set-up will take place during the first few weeks in November and will include an ice-skating rink, rental booth, feature food trucks, amplified music, various booths and merchandise. After set-up, the Ice Rink will be open to the public with the days and hours of operation to be determined by RAP. Concessionaire will be expected to work closely with RAP regarding the placement and timing of Concession operations.

Concessionaire will provide one (1) month prior to the event, production and/or plot plans acceptable to RAP and adhere to the event components described in Exhibit K.

## **Travel Town**

The nine-acre Travel Town facility, located at 5200 Zoo Drive in Griffith Park, is host to an array of trains, train cars, interpretive displays, and other historic vehicles that represent the history of rail transportation. RAP has operated and maintained Travel Town since its founding in 1952. The Travel Town Museum Foundation operates the museum's gift shop, volunteer program, and restoration projects through a concession agreement with RAP. A miniature train ride attraction, operated by GP Rah Enterprises, LLC through a separate concession agreement, circles the Travel Town facility.

Travel Town is open to the public free of charge seven days a week. Each week, hundreds of families visit Travel Town for the historic train equipment and to learn about Southern California's railway history. The facility has 250 parking spaces. In 2023 the total number of train passengers at Travel Town was over 145,000.

Nearby amenities include the Los Angeles Zoo, the Autry Museum of the American West, Los Angeles Equestrian Center, Wilson-Harding Golf Course, and "Shane's Inspiration" universally-accessible children's playground.

The selected proposer will operate a seasonal holiday event on specific days as directed by RAP. RAP asks proposers to describe their suggested concept(s) for seasonal event(s) for this location along with proposed dates and hours of operation.

The Concession premises for this location includes an outdoor walkway area on the west side of the Travel Town Gallery building within the Travel Town limits. Concessionaire will be expected

to work closely with RAP Park Services regarding the placement and timing of Concession operations.

The event set-up and the days and hours of operation thereafter shall depend on the seasonal holiday event described by the successful proposer.

### **Venice Beach**

Venice Beach is the busiest facility operated by the Department of Recreation and Parks, located at 1800 Ocean Front Walk, Venice, CA 90291. This iconic site attracts visitors from all over the world and it is estimated that approximately 28,000 to 30,000 people visit the Venice Beach Boardwalk and adjacent Recreation and Parks property on a daily basis. The Boardwalk, also known as Ocean Front Walk, is the second most-visited destination in Southern California, with an average of over ten (10) million visitors per year. It is known as one of the region's most popular tourist attractions.

The Venice Beach Boardwalk stretches over two (2) miles and hosts hundreds of street vendors and performers along with numerous privately owned restaurants and food venues. The Venice Beach Recreation Center offers various activities including but not limited to basketball, paddle tennis and handball tournaments, body building at the world famous Muscle Beach Venice gym, and other special events.

Venice Beach also offers a fishing pier, a world renowned skate plaza, bike path, two (2) children's play areas and provides a variety of services for the culturally diverse population that visits throughout the year. Film productions are also very popular at Venice Beach and occur year round. All of the sports courts, skate plaza, pier and other amenities are open to the general public on a daily basis.

The selected proposer will operate a seasonal holiday event on specific days as directed by RAP. RAP asks proposers to describe their suggested concept(s) for seasonal event(s) for this location along with proposed dates and hours of operation.

The event set-up and the days and hours of operation thereafter shall depend on the seasonal holiday event described by the successful proposer. Concessionaire will be expected to work closely with RAP Park Services regarding the placement and timing of Concession operations.

### **Elysian Park**

One of the largest parks in the City of Los Angeles at 600 acres and is located at 929 Academy Road, Los Angeles, CA 90012. The facility features include a bike path, hiking trail, horseshoe pits, jogging paths, and restrooms. Notable features include Angels Point, a small hill in Elysian Park overlooking Dodger Stadium and the Downtown Los Angeles skyline. Atop the hill is a large metal sculpture art installation by local artist Peter Shire. Chavez Ravine Arboretum opened in 1893 and contains more than 100 varieties of trees from around the world, including what are believed to be the oldest and largest Cape Chestnut, Kauri, and Tipu trees in the United States. Grace E. Simons Lodge is an event space with waterfalls and reception rooms. It is named after the activist who stopped the construction of a convention center on the park grounds. Marion Harlow Memorial Grove is a small tree and plant grove along the Elysian Park hiking trail.

The selected proposer will operate a seasonal holiday event on specific days as directed by RAP. RAP asks proposers to describe their suggested concept(s) for seasonal event(s) for this location along with proposed dates and hours of operation.

The event set-up and the days and hours of operation thereafter shall depend on the seasonal holiday event described by the successful proposer. Concessionaire will be expected to work closely with RAP Park Services regarding the placement and timing of Concession operations.

### **Lake Balboa/Anthony C. Beilenson Park**

An 80-acre recreation facility in the Sepulveda Basin Recreation Area located at 6300 Balboa Blvd, Lake Balboa, CA 91406. The centerpiece of the park is the 27 acres Lake Balboa, filled with water from the Tillman Water Reclamation Plant. The park has barbecue pits, children's play areas, picnic tables, jogging and walking paths, a bike path, restrooms, pedal boat and bike Rentals, fishing (permitted with fishing license), and an adaptive sports field. The park also features Japanese cherry blossom trees and ample parking for park patrons.

The selected proposer will operate a seasonal holiday event on specific days as directed by RAP. RAP asks proposers to describe their suggested concept(s) for seasonal event(s) for this location along with proposed dates and hours of operation.

The event set-up and the days and hours of operation thereafter shall depend on the seasonal holiday event described by the successful proposer. Concessionaire will be expected to work closely with RAP Park Services regarding the placement and timing of Concession operations.

### **Cheviot Hills Park & Recreation Center**

The Cheviot Hills Recreation Center is located at 2551 Motor Avenue in West Los Angeles Area and offers many amenities. Cheviot Hills Recreation Center is adjacent to Rancho Park Golf Course. The recreation center has a community room with capacity of 80 to 100 people and a full kitchen. Amenities in the park include: barbecue pits; several baseball diamonds, including a lighted field; indoor and outdoor basketball courts; a children's play area; picnic tables; pétanque courts; an archery range; lighted tennis courts, and a seasonal pool.

The selected proposer will operate a seasonal holiday event on specific days as directed by RAP. RAP asks proposers to describe their suggested concept(s) for seasonal event(s) for this location along with proposed dates and hours of operation..

The event set-up and the days and hours of operation thereafter shall depend on the seasonal holiday event described by the successful proposer. Concessionaire will be expected to work closely with RAP Park Services regarding the placement and timing of Concession operations.

### **Additional List of Locations for Possible Seasonal Holiday Events**

Please see Exhibit L for a list of all locations that are included in this RFP. Additionally, proposers may suggest other locations that are not shown in Exhibit L.

### **Future Seasonal Holiday Event Locations**

RAP reserves the right to add additional seasonal holiday event concession locations as needed.

#### **IV. PROPOSAL ITEMS**

Proposers should include detailed responses to each Proposal Item. Proposers interested in multiple concessions listed in this RFP may submit one proposal for all desired locations. Proposals for multiple locations must clearly address the individual needs of each location. 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. If selected for award, the proposer must be willing and able to commit to its Proposal Items and all provisions contained in the Sample Concession Agreement (Exhibit E), including the Standard Provisions for City Contracts (Rev. 01/25) [v.2] attached as Exhibit A to the Sample Agreement. The contents of the winning proposal will be deemed a binding commitment and may be included as an exhibit to the Agreement. Certain elements of the proposer's response may be incorporated in the Concession Agreement. RAP reserves the right to modify the Agreement before execution as needed.

**Proposers must respond to each of the following items in their written proposal.** Each response must be numbered to correspond with each of the numbered items herein. Be sure to coordinate your response to the items listed in **Section II, "OBJECTIVE"**.

- A. Background and Experience
- B. Business Plan
- C. Management and Operations Plan
- D. Compensation Plan

**NOTE: ONLY ONE PLAN FOR EACH PROPOSAL ITEM WILL BE ACCEPTED PER LOCATION. PROPOSALS WHICH INCLUDE MULTIPLE PLAN OPTIONS FOR A LOCATION WILL BE FOUND NON-RESPONSIVE TO THIS RFP.**

##### **A. Background and Experience (Refer to Exhibit C: Level 1 Administrative Requirements)**

Proposers must provide a written explanation of their background and experience in providing seasonal holiday event services or event services and promotions similar to those desired as a result of this RFP. A minimum of two years of experience in operating a similar seasonal holiday event, or event services and promotions, within the last five years is required. Refer to (Exhibit C)-Level 1 Administrative Requirements for detailed instructions for this requirement.

This item will be evaluated in both the Level I and Level II reviews. The Level I review will evaluate compliance with the minimum experience requirement. For the Level II review, proposers will be awarded points based on the experience that exceeds the minimum experience requirements.

##### **B. Business Plan (Refer to Section II – Objective)**

The Business Plan must describe how the proposer plans to meet the Objectives stated in Section II of this RFP. Concessionaire shall coordinate with RAP staff in order to provide seamless service. Proposers are to provide detailed responses to the following:

- Describe your experience in and knowledge of the seasonal holiday event industry
- Identify available capital and any needed resources to support your operation
- Include proposed infrastructure, furnishings, equipment
- Include staffing and management considerations, at a minimum:

- background and qualifications of key personnel, include licenses and certifications
- number of staff members required for each event and shift
- staffing plans to handle peak hours if applicable
- Provide a minimum of three references
- Provide a specific plan to maintain and monitor customer satisfaction
- Provide a detailed maintenance plan
- Include a sales and promotional marketing plan which details methods of increasing and maintaining clientele

A minimum of one dedicated on-site manager must be on the premises at all times during set up, operations and breakdown of events.

**Note: The on-site manager must have a minimum of two years of experience in the management of a seasonal holiday event business.**

Proposers must provide all concession-related infrastructure, furnishings and equipment if proposed, and must maintain such in good working condition throughout the term of the Agreement.

Proposed seasonal holiday event and pricing must be included in the proposal for the location being proposed on. Proposed seasonal holiday event should reflect the needs and interests of the communities surrounding each location. Selected proposer will be responsible for obtaining all necessary permits for conducting the seasonal holiday event.

Food and beverage providers pursuant to Los Angeles Administrative Code (LAAC) Section 10.53.1(K) must comply with the Zero Waste City Facilities and Events on City Property Ordinance (Exhibit K).

Proposals must specify the location being proposed on along with the seasonal holiday event that the proposer envisions for that location, or multiple locations if, applicable. The proposal must include event ticket pricing, along with detailed merchandising plans for such event.

Proposals must include a sales and marketing plan which details methods of increasing and maintaining clientele.

All permits and licenses including, but not limited to, a Los Angeles Business Tax Registration Certificate, a City Seller's Permit, any required permits from the Los Angeles Department of Building and Safety, and Los Angeles County Department of Public Health must be obtained and maintained throughout the term of the Agreement.

#### **Additional Services or Amenities**

Proposers are encouraged to consider and propose additional creative revenue streams and/or amenities (including additional points of sale) at the Concession premises, provided they are appropriate for the Concession, compatible with other RAP activities, and approved by RAP. The Proposer will be responsible for obtaining all permits related to any proposed service or amenity.

#### **Financial Projections and Planning**

Proposers are to complete and submit a Pro Forma Financial Statement (Pro-Forma) for the operation. The Pro Forma shall detail the anticipated revenue and expenditures of the Concession over the entire three-year term of the Agreement. The completed Pro Forma

should provide a clear picture of expected operations and performance. Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal.

A copy of a blank Pro Forma is provided as a reference in Exhibit G. An electronic version of the Pro Forma is available at <http://www.laparks.org/proposal.htm>. Click on the link to the Seasonal Holiday Event RFP and look for the Pro Forma link. Proposers should open and check the 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 the Pro Forma in electronic format with their proposal.

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

- **Pro Forma Profit and Loss:** Projections for the three-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, revenue-sharing, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; proposers may include any additional information pertinent to their financial planning.
- **Break-Even Analysis:** The proposer's return on investment is reflected here. Proposers should provide narrative explanations of their projected financial planning. Indicate any assumptions made; for example, expected interest rates, inflation rates, revenue, and anticipated increases or decreases in staffing levels. Indicate any research you have undertaken to support your assumptions.

## C. Management and Operations Plan

Proposer's management and operations plan should include a detailed plan with sufficient information to allow RAP to evaluate how their management structure and operational plan will achieve the goal of operating a high-quality Concession as described in Section III.

Discuss and display the following information:

### 1. Staffing Plan

Proposer shall:

- Include an organization chart or list identifying all key personnel and their functions.
- Include staff schedules illustrating proposed coverage during all operating hours, including part-time and full-time staff.
- Describe staff uniforms and/or attire standards which will be subject to approval by RAP prior to commencement of operations.

The hours of operation should coincide with the respective facility hours and are subject to RAP's approval.

### 2. Customer Service Plan

Proposer shall include the following:

- Identify customer service goals and policies.
- Describe process of how complaints will be handled, and list procedures that will be implemented for ensuring that management and personnel provide the highest quality of service.
- Describe speed of service guidelines that will be used.
- Describe quality assurance program that will be applied.
- List customer guarantees, exchange or refund policies that will be applied.
- Provide a list of 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.
- Detail types of customer service research that will be used, such as customer comment cards.

### **3. Employee Training**

Proposer shall:

- Describe training or education programs that will be provided to employees.
- Describe any motivational programs and/or employee incentives.
- Describe local recruitment plans and sources of non-management labor.

### **4. Maintenance Plan**

Proposer shall:

- Describe plan for ongoing maintenance and repairs/replacement of equipment, displays, fixtures, etc.
- Provide a plan to handle storage, trash removal and recycling.

### **5. Sustainability**

RAP is committed to improving environmental sustainability in our parks. We encourage items stocked on RAP property to use sustainable materials and packaging, such as paper and aluminum. The use of polystyrene (Styrofoam) and single use plastics are prohibited. The sale of individual plastic bottled beverages, including water, is also prohibited. Proposals which guarantee use of sustainable materials, and include a sustainable operating model, may receive additional points in the Operational category. Please see Exhibit J for more information about sustainability and the zero waste ordinance.

## **D. Compensation Plan**

Proposers may propose on one or more locations. However, there is no guarantee that a Proposer will be awarded the locations on which they propose. RAP expects that a company will accept the location(s) it is awarded regardless of whether that company is awarded the

other locations on which they propose. Proposers are to complete the Financial Offer Form (Exhibit H) and specify their proposed percentage of gross receipts (PGR) **for each location**. The Concession fee will be the PGR as proposed by the Proposer and will be payable the first month following the commencement of operations and will be made monthly by Concessionaire to RAP.

The minimum acceptable percentage of gross receipts (PGR) for each location is listed below:

Locations	Initial Minimum PGR Tickets/Merchandise
Pershing Square Ice Rink	10% tickets & 20% merchandise
All other locations	10% tickets & 10% merchandise

Refer to Exhibit E, Section 7.C, for the definition of gross receipts.

**NOTE: ONLY ONE PGR PLAN PER LOCATION PER SUBMITTAL IS ALLOWED. PROPOSALS WHICH INCLUDE MULTIPLE COMPENSATION PLANS FOR A LOCATION WILL BE FOUND NON-RESPONSIVE TO THIS RFP.**

### **Future Seasonal Holiday Event Locations**

The revenue-sharing percentage for future locations will be negotiated and determined by comparable existing seasonal holiday event operations.

- PGR must be stated as a percentage of gross receipts. Refer to Exhibit E, Section 7.C, for the definition of gross receipts.
- The revenue-sharing terms must be indicated in the Pro Forma Financial Statement Submittal Form.
- Proposal must provide justification, based on their financial projections, planning, and relevant market research, that the proposed revenue-sharing percentage is competitive as well as sustainable and realistic.

## **V. 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 B)
- Proposal Deposit - \$250.00 (Exhibit B)
- Experience and References (Exhibit C)
- Financial Capacity (Exhibit C)
- Compliance Documents (Exhibit D)
- Financial Offer Form (Exhibit H)
- Terms and Conditions Acceptance Form (Exhibit I)

#### **Level II – Evaluation and Scoring Criteria:**

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

<b>SEASONAL HOLIDAY EVENT CONCESSION EVALUATION CRITERIA</b>	
DESCRIPTION	WEIGHT
BACKGROUND AND EXPERIENCE	20 %
BUSINESS PLAN	30 %
MANAGEMENT AND OPERATIONS PLAN	30 %
COMPENSATION PLAN	20 %
TOTAL EVALUATION WEIGHT	100 %

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, which may include in-person interviews, of the proposals that pass Level I.

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 effective upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

The awarded Concessionaire(s) will complete and submit the additional documents as required by this RFP, City Attorney, City Ordinance, State and/or Federal laws within thirty calendar days from the date the Agreement is approved by the City Council. The performance deposit varies per location and must be submitted. Performance deposits are listed below:

<b>Locations</b>	<b>Performance Deposit</b>
Pershing Square	\$1000.00
All other locations.	\$1000.00

### **C. Protest**

Should a proposer object 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), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical, or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the 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.**

## **VI. EXHIBITS**

- A. Premises Maps
- B. Instructions to Proposers
- C. Level 1 Administrative Requirements

- D. Compliance Documents
- E. Sample Concession Agreement with Standard Provisions for City Contracts (Rev. 1/25)  
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- F. Insurance Requirements
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**Additional Attachments**

- 1. SUBMISSION AND ATTENDANCE INSTRUCTIONS
- 2. PROPOSAL SUBMISSION CHECKLIST

# PROPOSAL SUBMISSION AND MEETING ATTENDANCE INSTRUCTIONS

## IMPORTANT DATES

<b>JULY 10, 2025</b>	<p style="text-align: center;"><b>PRE-PROPOSAL MEETING</b></p> <p>A pre-proposal meeting will be conducted at <b>11:00 A.M.</b>, on <b>July 10, 2025</b> via zoom at the following link: <a href="https://us02web.zoom.us/j/83135150090">https://us02web.zoom.us/j/83135150090</a> or telephonically at (669) 900-6833; Webinar ID: 831 3515 0090</p>
<b>SEPTEMBER 2, 2025</b>	<p style="text-align: center;"><b>DEADLINE AND SUBMISSION INFORMATION</b></p> <p>Proposals must be received no later than <b>2:00 P.M.</b> on <b>September 2, 2025</b>. Responses will only be accepted electronically. No hard copy or hand delivery of responses will be accepted. One complete proposal should be submitted via email to: <a href="mailto:rap.commissioners@lacity.org">rap.commissioners@lacity.org</a> If the proposal contains confidential information, an additional redacted, electronic copy of the proposal must be submitted with all required materials. Responses must be received by the deadline.</p> <p>Each submission file must be 20 megabytes (MB) or smaller or broken up into multiple files not to exceed 20MB each. The response must have <b><u>CON-M25-006</u></b> <b><u>Citywide Seasonal Holiday Events Concession RFP</u></b> in the subject line of the submission. If more than one file is sent in response, each email must be noted as part number of a series of how many in number total included in the subject line with the response title <u>part one of X number total (for example CON-M25-006 Citywide Seasonal Holiday Events Concession RFP – Part 1 of 3)</u>. Each original response must include the proposal documents, all pages, with any Addenda, and all required information, forms and documentation with original initials and signatures.</p> <p>Proposals may also be submitted via Dropbox. For submissions using only Dropbox, the maximum file size is 2 GB. Dropbox submissions must be received by the deadline stated above and uploaded onto the following link: <a href="https://www.dropbox.com/request/EI4NaUXMy5xTjBzGPZI">https://www.dropbox.com/request/EI4NaUXMy5xTjBzGPZI</a> Please have <b><u>CON-M25-006 Citywide Seasonal Holiday Events Concession RFP</u></b> and the company name in the subject line of the submission.</p> <p>Documents that must be completed and included in addition to the proposal are listed on the <b>“Proposal Checklist”</b> page found as an attachment to the RFP. All submitted proposals must show the RFP title, “Citywide Seasonal Holiday Events Concession”, and the Proposer’s name and address.</p> <p>Proposers are invited, but not required, to be present at the time of RFP opening at the time indicated. Proposers may join at: <a href="https://us02web.zoom.us/j/85268563098">https://us02web.zoom.us/j/85268563098</a> or via phone at: 669 900 6833 Webinar ID: 852 6856 3098. <b>ONLY THE NAME OF THE PROPOSERS WILL BE READ AND RECORDED.</b> City staff will then review the proposal and MAY make recommendations to the Board (at a date to be determined) on the successful proposal (if any) and award for the Commission’s consideration. NO Facsimile proposals or facsimile modifications of proposals will be accepted. Supplemental material may be requested by the City and shall be submitted by the proposer in original form at the address stated above. Failure to submit a complete original proposal as required may result in your proposal being deemed non-responsive.</p>

	<p><b>PROPOSAL DEPOSIT</b></p> <p>As part of the required proposal submission items, proposal deposits must also be received no later than <b>2:00 P.M.</b> on <b>September 2, 2025</b>. Proposers must make arrangements with the RAP Board Office to drop off proposal deposit Monday – Friday, 8:00 AM – 5:00 PM at 221 N. Figueroa St, Suite 300, Los Angeles 90012. Please send an email to: <a href="mailto:rap.commissioners@lacity.org">rap.commissioners@lacity.org</a>. to arrange and confirm a day and time to drop off deposit.</p> <p>Proposers may also have proposal deposits delivered by UPS/FedEx to the address above. Please <b>do not</b> use USPS, it will not be delivered directly to the Board Office and will be re-routed through City Hall first, which may cause a delay. All proposal deposits <b>must</b> be received by the RAP Board Office before the deadline date and time. Please notify the RAP Board Office of your planned courier delivery via email at: <a href="mailto:rap.commissioners@lacity.org">rap.commissioners@lacity.org</a>.</p>
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## **PROPOSAL CHECKLIST**

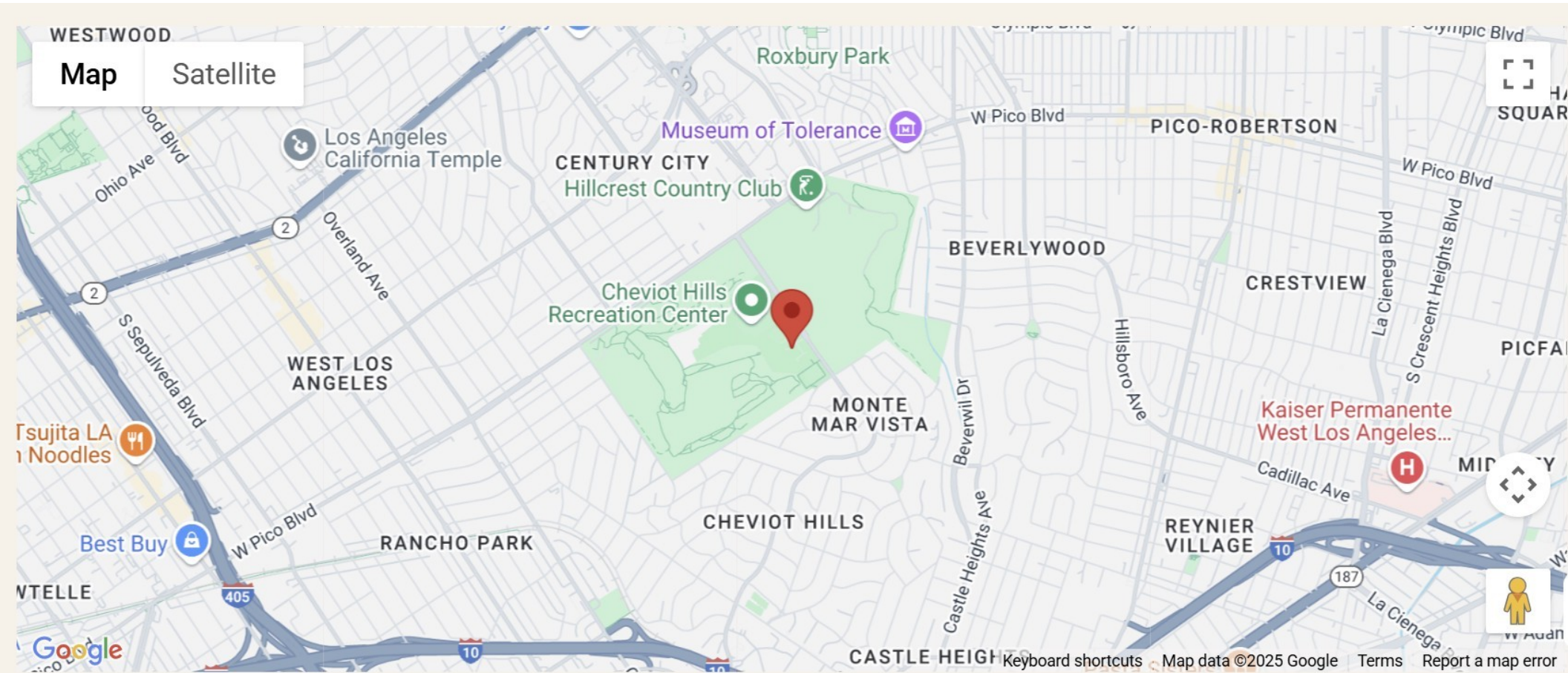
### **PART I – Additional Items to be submitted with PROPOSAL by ALL proposers**

- ☐ 1. Cover Letter (Exh. B)
- ☐ 2. Proposal Deposit (Exh. B)
- ☐ 3. Proposer's Signature Declaration and Affidavit (Exh. C and D)
- ☐ 4. Disposition of Proposals (Exh. C and D)
- ☐ 5. Nondiscrimination, Equal Employment Practices and Affirmative Action (Exh. C and D, review only)
- ☐ 6. Contractor's Responsibility Ordinance Statement (Exh. C and D) Complete in RAMPLA
- ☐ 7. Equal Benefits Ordinance Statement (EBO)/First Source Hiring Ordinance (FSHO) (Exh. C and D, Complete in RAMPLA)
- ☐ 8. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) (Exh. C & D, Exemption Only) Complete in RAMPLA
- ☐ 9. ~~Business Inclusion Program Requirements~~ (BIP) (Exh. C and D – **THIS REQUIREMENT IS WAIVED**)
- ☐ 10. Municipal Lobbying Ordinance/Bidder's Certification – CEC Form 50 (Exh. C and D) Complete in RAMPLA
- ☐ 11. Prohibited Contributors – CEC Form 55 (Exh. C and D) Complete in RAMPLA
- ☐ 12. Federal Tax ID Number and Form W-9 (Exh. C and D) Complete in RAMPLA
- ☐ 13. ~~Iran Contracting Act of 2010 Compliance Affidavit~~ (Exh. B and C) (**N/A**)
- ☐ 14. Pro-Forma Template (Exh. G)
- ☐ 15. Financial Offer Form (Exh. H)
- ☐ 16. ~~Capital Investment Offer Form~~ (**N/A FOR THIS RFP**)
- ☐ 17. Terms and Conditions Acceptance Form (Exh. I)

### **PART II - (Additional Items to be submitted ONLY by selected Proposer of the award of the agreement.)**

- ☐ 18. Americans with Disabilities Act Certification (Exh. C and D) Complete in RAMPLA
- ☐ 19. Business Tax Registration Certificate (Exh. C and D) Complete in RAMPLA
- ☐ 20. Certification of Compliance with Child Support Obligations (Exh. C and D) Complete in RAMPLA
- ☐ 21. Contractor's Responsibility Ordinance Pledge of Compliance (Exh. C and D) Complete in RAMPLA
- ☐ 22. Los Angeles Residence Information (Exh. C and D) Complete in RAMPLA
- ☐ 23. LWO/SCWRO – Additional Forms (Exh. C and D) Complete in RAMPLA
- ☐ 24. Disclosure Ordinance Affidavit (Exh. C and D, Complete in RAMPLA)
- ☐ 25. City-Approved Proof of Insurance (Exh. F) Complete in RAMPLA
- ☐ 26. Performance Deposit (Exh. B)

# RFP Exhibit A Cheviot Hills





# Elysian Park Map

RFP Exhibit A Elysian Park

Grace E. Simons  
Lodge

#6

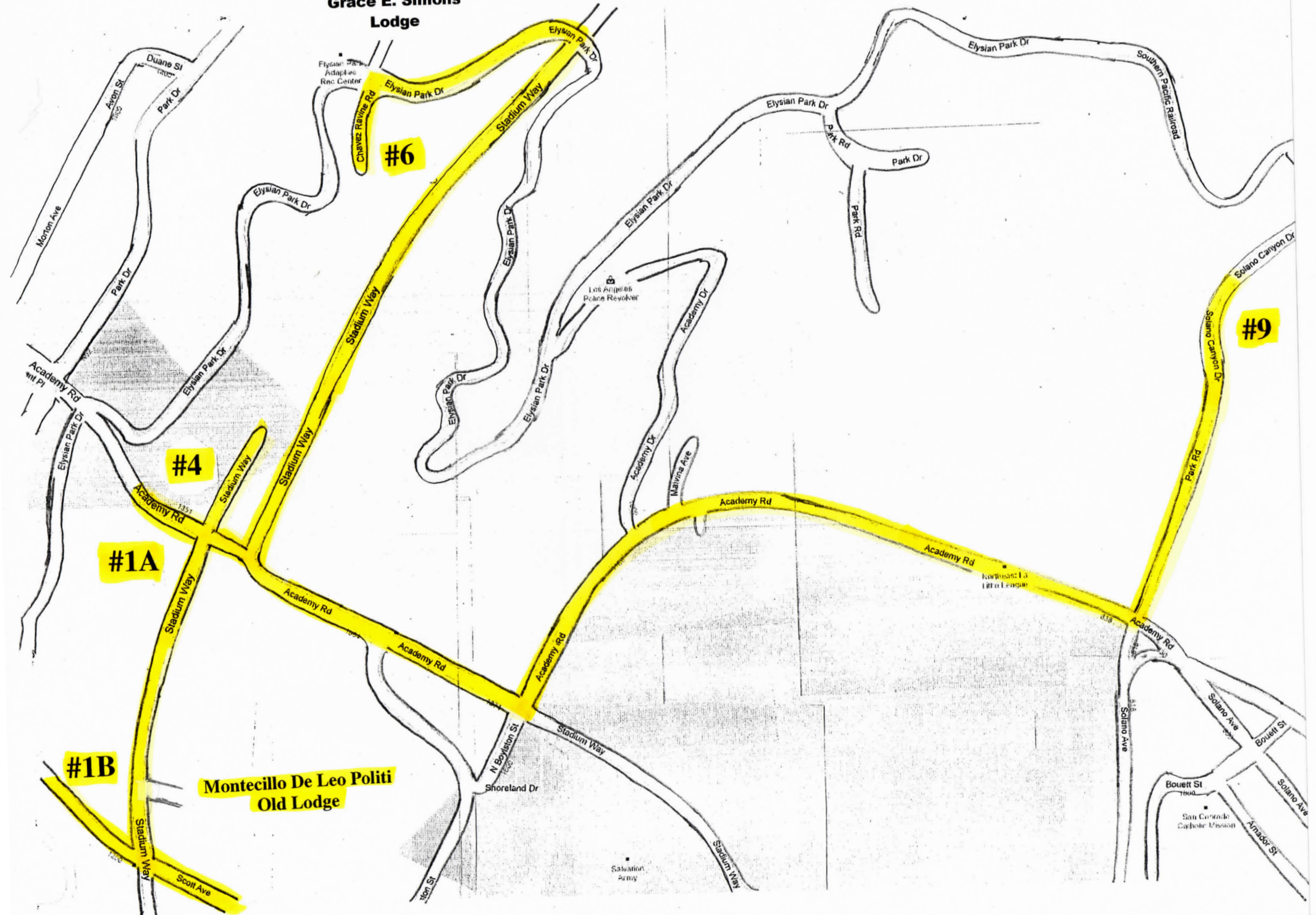
#9

#4

#1A

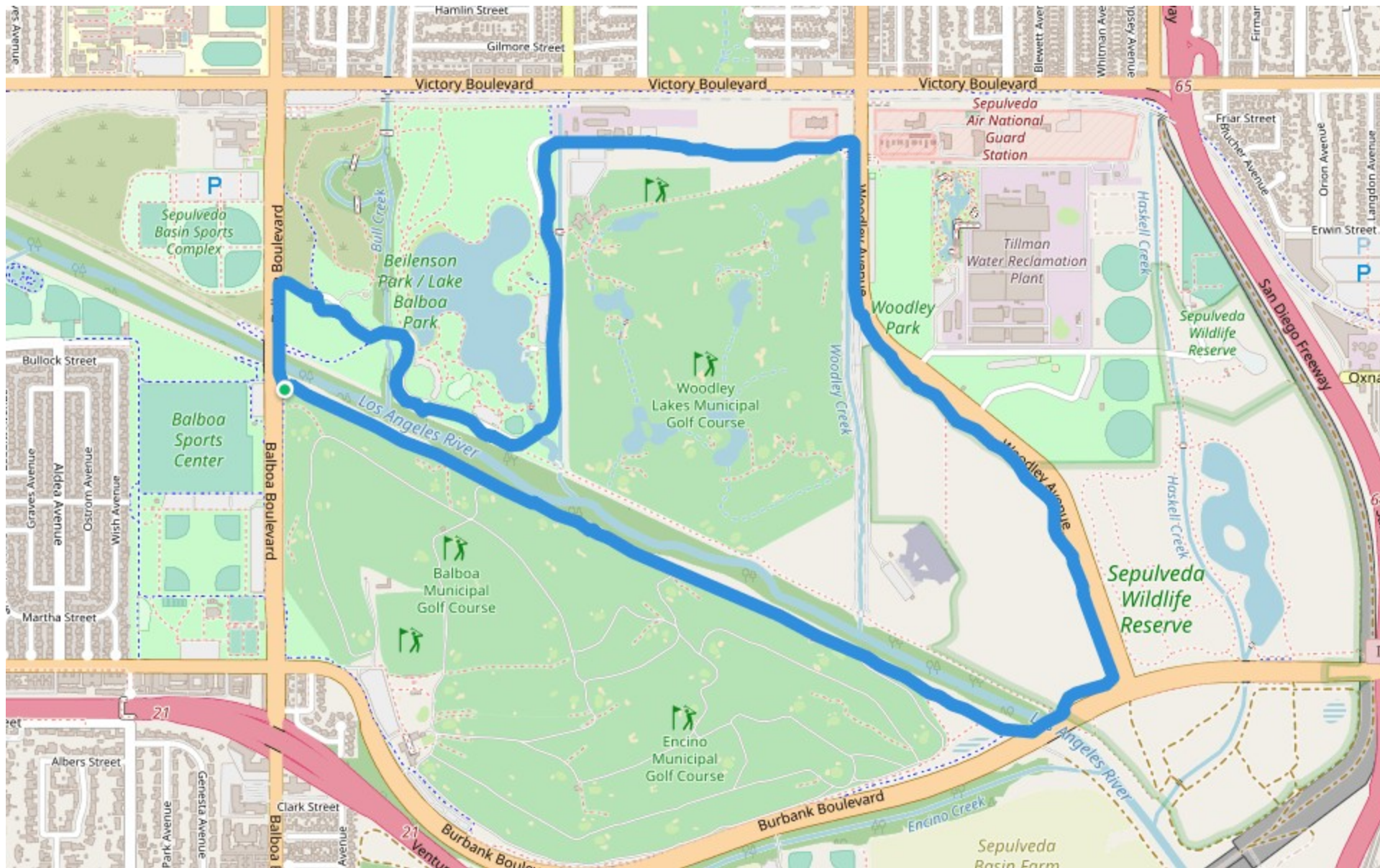
#1B

Montecillo De Leo Politi  
Old Lodge



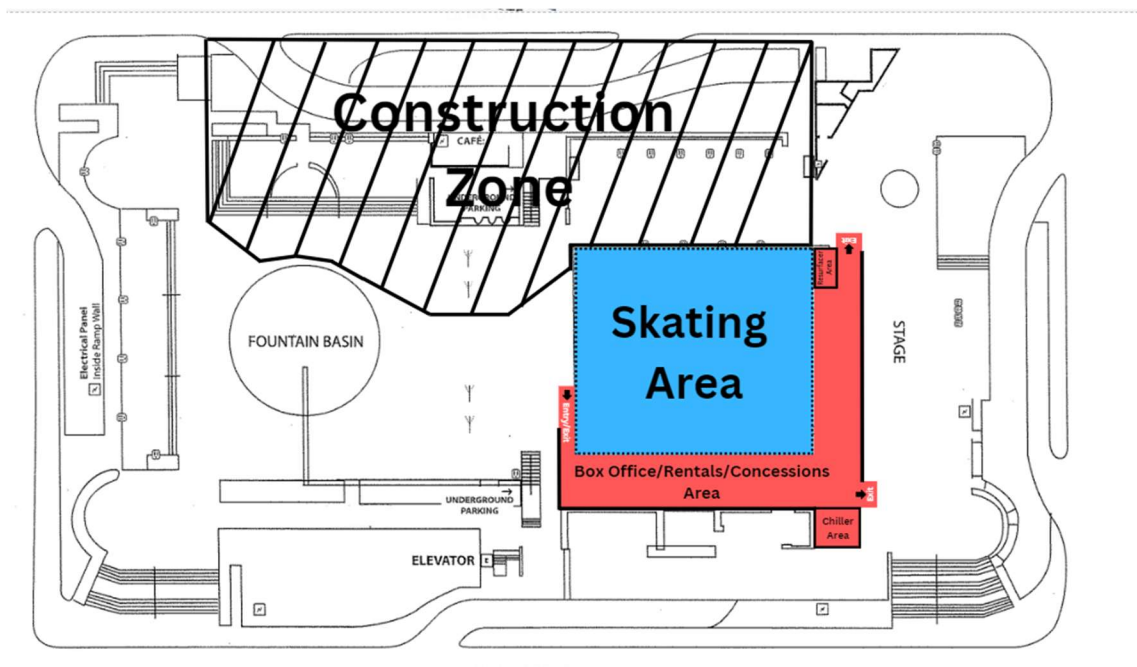
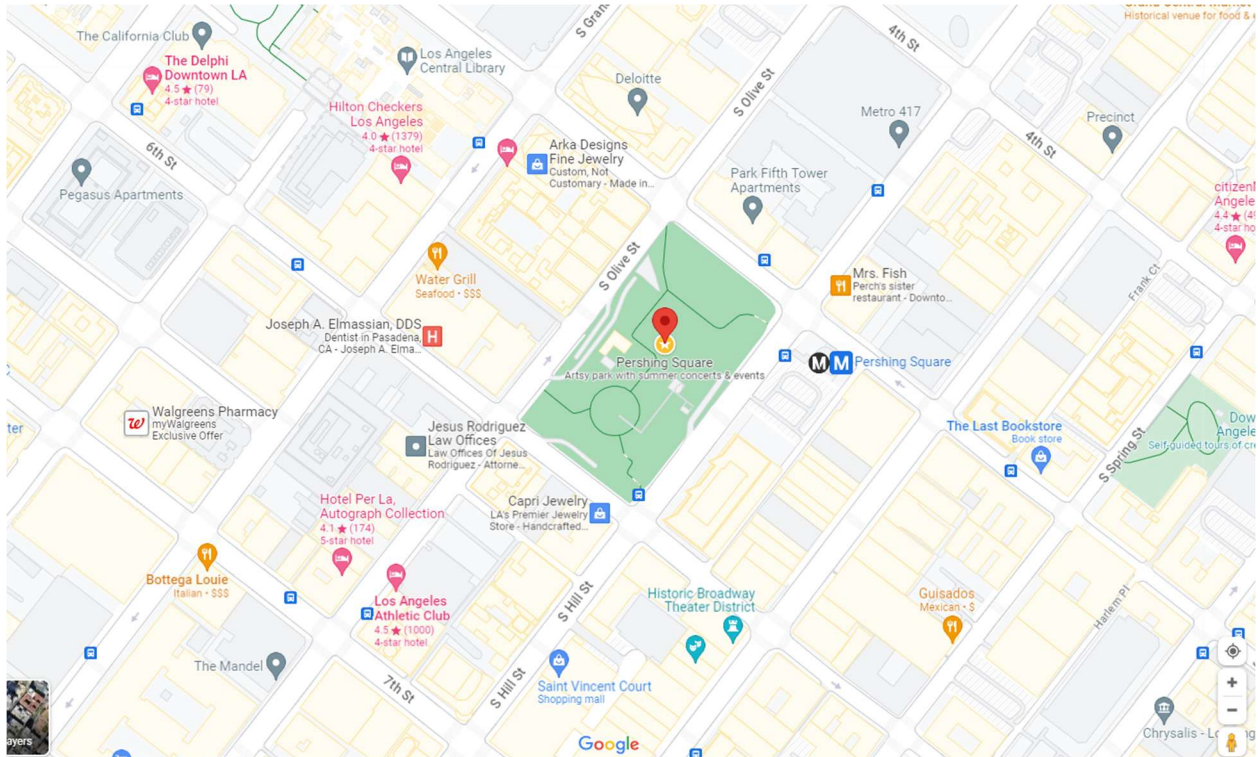


## RFP Exhibit A Lake Balboa





# RFP Exhibit A Pershing Square





RFP Exhibit A Travel Town

# Travel Town Museum

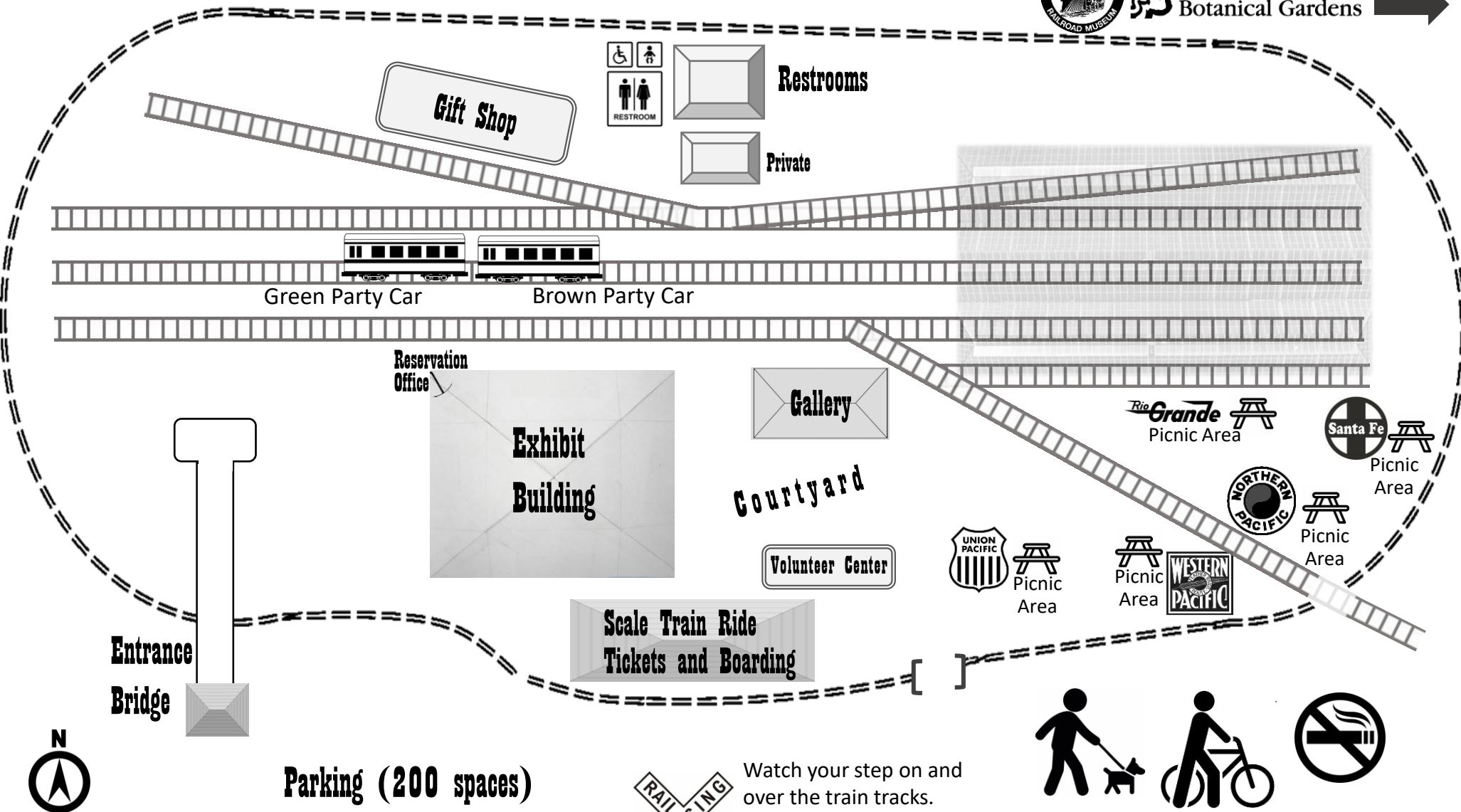
5200 West Zoo Drive, Los Angeles 90027

323-662-5874 [www.laparks.org/traveltown](http://www.laparks.org/traveltown)

## Orientation Map Featuring Picnic, Party, and Event Spaces



Los Angeles Zoo & Botanical Gardens



**Picnic Areas** and **Party Cars** may be reserved in advance for a modest fee



Watch your step on and over the train tracks. Keep an eye and ear open for moving railroad equipment.



Please keep your dogs on a leash and walk your bicycle within the grounds. All parks, including Travel Town, are no-smoking zones.

# RFP Exhibit A Venice Beach



Venice Skatepark

Venice Public Art Walls

Breakwater  
Lifeguard Tower

Public Art "Declaration"

Police Substation

Windward P

E Market St

Market St

Ocean F

Venice Breakwater

**REQUEST FOR PROPOSAL  
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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 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 objective.
- 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 electronically constitute a legally binding contract offer. **In addition to RFP Section IV (“Proposal Items”), proposals must also 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.

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- 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).
- Email 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 herein, without exceptions.

Proposals submitted in response to this RFP are subject to the California Public Records Act, California Government Code Section 6250 et seq.

If the Proposer claims that a portion of its submission contains information that it would like to protect from disclosure, it must include that notification in its proposal cover letter along with the following statement:

*"This proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for its or the City's refusal to disclose any information this proposer claims as copyrighted material, trade secrets or other proprietary information that is protected from disclosure to any person making a request therefore."*

**Failure to include such a statement shall constitute a waiver of a Proposer's right to exemption from this disclosure.**

**2. Minimum Qualifications**

All proposals must include information to demonstrate that all minimum qualifications are met. This section pertains to your business entity's PAST experience and CURRENT operations, not your PROPOSED operation for this Concession.

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.

**Proposals must contain ALL of the following:**

**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)

Proposers must have at least **two years** of experience actively operating and managing a similar seasonal holiday event services or event services and promotions business.

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- 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 seasonal holiday events operations or event services and promotions operations.**

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 seasonal holiday events or event services and promotions 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 the 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 2022, 2023 and 2024, 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, training 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.)



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**2.6 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.

**2.6.1 Good Standing**

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

**2.6.2 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):

**2.6.3 Amount of Investment to begin operations as proposed (to include):**

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

**2.6.4 Source(s) of Funding**

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

- ☐ Indicate whether the proposed source of funding the above amount is cash reserves, financing from a commercial lender, other sources, or a combination thereof.
- ☐ Of the total amount required, indicate the amount that is to be funded through each source.

**2.7 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:

- 2.7.1** 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):



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- \_\_\_ 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 January 2024 or later).

**2.7.2** 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);

**2.7.3** 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.

**3. Administrative Requirements** – Please see RFP Exhibit C for Administrative Requirements. Documents in Part I are to be submitted by ALL proposers. Documents listed in Part II are to be submitted only by the proposer selected for the award of the agreement.

**4. Proposal and Performance Deposits**

All proposals must include a Two Hundred and Fifty Dollar (\$250.00) Proposal Deposit, per proposal, 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(s) 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 a 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.

A Performance Deposit of One Thousand Dollars (\$1000.00) will be required from the successful proposer. The Proposal Deposit of the successful proposer(s) 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.

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The Proposal Deposits of unsuccessful proposers will be returned upon execution of an Agreement with the proposer(s) awarded the Agreement. Proposal Deposits are maintained for all proposers in the event a 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 September 2nd, 2025 at 2:00 p.m.**

**Where to Submit your Proposal**

The complete proposal package shall be submitted electronically no later than **2:00 p.m. on September 2, 2025**. Proposals will only be accepted electronically. **No hard copy or hand delivery of proposals will be accepted.** Proposals must be received by the deadline stated above delivered via email to: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org) or via an electronic drop box submission here: <https://www.dropbox.com/request/EI4NaIUXMy5xTjBzGPZI>. Please see the "Proposal Submission and Meeting Attendance Instructions" page on the last page of this exhibit for important dates and specific instructions on how to submit the proposal.

**Important Notices**

Late proposals will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted. At the date 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 to [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org), **prior to the scheduled closing time for receipt of proposals.**

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 deposits. All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

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**Pre-Proposal Conference (Conference)**

Date: **July 10, 2025**  
Time: **11:00 a.m.**  
Location: **Via zoom at the following link:**  
<https://us02web.zoom.us/j/83135150090> or telephonically at  
(669) 900 6833, Webinar ID: 831 3515 0090

**Optional Site Walk:**

Date: **By Appointment Only**  
Contact [rahulan.kathir@lacity.org](mailto:rahulan.kathir@lacity.org) with your request no later than **July 28, 2025**. Please write "Holiday Events Tour" in the subject line.

The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. Proposers are required to attend the Conference as an overview of the proposal requirements and the importance of adherence to compliance documents will be presented. **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. All contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows:

Email: [rahulan.kathir@lacity.org](mailto:rahulan.kathir@lacity.org)  
Please write "Seasonal Holiday Events RFP" in the subject line.

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. However, responses may be deferred and provided as addenda to the RFP at a later date. **All questions must be in writing, submitted to [rahulan.kathir@lacity.org](mailto:rahulan.kathir@lacity.org). Responses to questions will be posted to RAP's website and to [www.rampla.org](http://www.rampla.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 Aug 5, at 5:00 p.m.**

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

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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 available at <https://www.laparks.org/concession-opportunities>. 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 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.

**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.

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**LEVEL 1 ADMINISTRATIVE REQUIREMENTS**

**PART I (These items are to be included by all Proposers)**

As part of the RFP process, all proposers are to review, complete, and submit the following items with their proposal.

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 documents MUST be included with your proposal:

1. 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.
2. Disposition of Proposals (Section I.B of Exhibit D)  
The document must be signed by an individual authorized to bind the proposer.
3. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Section I.C of Exhibit D). Please read instructions in Exhibit D.
4. 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.
5. Equal Benefits Ordinance Affidavit/First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit D). Please read the instructions in Exhibit D.
6. 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.
7. 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

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**Citywide Seasonal Holiday Events Concession**  
**(CON-M25-006)**

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 Regional Alliance Marketplace for Procurement ([www.rampla.org](http://www.rampla.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:

MBE Participation:	<b><u>18%</u></b>
WBE Participation:	<b><u>4%</u></b>
SBE Participation:	<b><u>25%</u></b>
EBE Participation:	<b><u>8%</u></b>
DVBE Participation:	<b><u>3%</u></b>

8. Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission (CEC) Form 50 (Section I.H of Exhibit D)  
Please read the instructions in Exhibit D.
9. Prohibited Contributors – Compliance with Los Angeles City Charter Section 470(c)(12) - CEC Form 55 - (Measure H) (Section I.I of Exhibit D)  
Please read the instructions in Exhibit D.
10. Federal Tax ID Number and Form W-9 (Section I.J of Exhibit D)  
Complete and submit an original Form W-9 with your proposal. The name on the W-9 must match the proposer's legal business name, as listed on the Proposer's Signature Declaration and Affidavit.
11. Iran Contracting Act of 2010 Compliance Affidavit (Section I.K of Exhibit D)  
Please complete, sign, and submit the form with the proposal.
12. Pro-Forma Template (Exhibit G)
13. Financial Offer Form (Exhibit H)
14. Terms and Conditions Acceptance Form (Exhibit I)

**REQUEST FOR PROPOSAL  
Citywide Seasonal Holiday Events Concession  
(CON-M25-006)**

**PART II (These items are to only be submitted by the Proposer selected for award)**

*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:*

15. Americans with Disabilities Act Certification (Section II.L of Exhibit D)  
Please complete, sign, and submit form.
16. Business Tax Registration Certificate (Section II.M of Exhibit D).  
Please complete and submit.
17. Certification of Compliance with Child Support Obligations (Section II.N of Exhibit D)  
Please complete, sign, and submit form.
18. Contractor Responsibility Ordinance – Pledge of Compliance (Section II.O of Exhibit D)  
Please complete, sign, and submit form.
19. Los Angeles Residence Information – Percentage of Workforce Residing in Los Angeles (Section II.P of Exhibit D)  
Please complete and submit.
20. Living Wage Ordinance (LWO) – additional related forms from item 1.F. above (Section II.Q of Exhibit D)

Form LW-5 – To be completed by subcontractors and submitted to selected proposer (prime contractor) within 90 days of subcontract execution. Prime contractor retains form.

Form LW-6 – To be completed by selected proposer and submitted to Concession's Analyst within 30 days of contract execution.

Form LW-18 – To be completed by selected proposer and submitted to Concession's Analyst within 30 days of contract execution.

21. Disclosure Ordinance Affidavit (Section II.R of Exhibit D)  
Please read the instructions in Exhibit D.
22. City-approved Proof of Insurance. (Exhibit F)  
Please submit a copy of documentation showing proof of insurance. Also, upload insurance to KwikComply™ (formally known as Track4LA™) which is the City's online insurance compliance system that uses the standard insurance industry ACORD Form 25 Certificate of Liability Insurance, in electronic format. KwikComply can be found at <https://kwikcomply.org>.

Failure of the selected proposer to submit all the required documents (specified as items numbered 16 – 22 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

**REQUEST FOR PROPOSAL  
Citywide Seasonal Holiday Events Concession  
(CON-M25-006)**

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.



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

## **COMPLIANCE DOCUMENTS**

Special Operations Branch  
Concessions Unit  
221 North Figueroa Street, Suite 180  
Mail Stop 625-26  
Los Angeles, CA 90012  
Telephone: (213) 202-3280  
Fax: (213) 202-2678  
Web: <https://www.laparks.org/business-opportunities>



## **CITY CONTRACTING REQUIREMENTS CHECKLIST**

### **SECTION I – Compliance Documents to be Submitted with Response by All Proposers**

Proposers are required to complete and **submit** the following documents **with their response**.

A	Business Inclusion Program (BIP) - Schedule A	
B	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)	
C	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)	
D	Proposer's Signature Declaration and Affidavit	
E	Disposition of Proposals	
F	Contractor Responsibility Ordinance Questionnaire	
G	City of Los Angeles Contract History Form	
H	Contractor Workforce Information Form (LA Residence Information)	
I	Certification of Compliance with Child Support Obligations	
J	Iran Contracting Act of 2010 Compliance Affidavit	
K	Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)	

### **SECTION II – Compliance Documents to be Completed and Submitted on RAMPLA.ORG**

Proposers are required to complete and submit the following documents **by the proposal due date**.

L	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)	
M	Disclosure Ordinances (Slavery and Border Wall Contracting)	

### **SECTION III – Required Documents Prior to Award of Contract**

Qualified OR selected proposers for contract award are required to submit these documents **before the contract is executed**.

N	Contractor Responsibility Ordinance Pledge of Compliance	
O	Certification of Compliance with the Americans with Disabilities Act	
P	Insurance Requirements: Workers' Compensation, General Liability, Auto Liability <b>Proposer's insurance agent must submit Acord 25 Form to CAO Risk Management at <a href="https://kwikcomply.org">https://kwikcomply.org</a></b>	
Q	Financial Guarantee: Performance Deposit. <b>ONLY if required by the solicitation.</b>	
R	Business Tax Registration Certificate (BTRC)	
S	Internal Revenue Service (IRS) Form W-9	

### **SECTION IV – City Contract Compliance Requirements**

Proposers are advised the following provisions will be part of the contract. **No forms or documents are required to be submitted.**

T	Nondiscrimination/Equal Employment Practices/Affirmative Action	
U	Contractor Performance Evaluation Ordinance	
V	Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance (Fair Chance Initiative for Hiring)	
W	Standard Provisions for City Contracts	

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION I**

**Compliance Documents to be Submitted with Response by All Proposers**

## Section A

### Business Inclusion Program (BIP)

Established by Mayor's Executive Directive No. 14 (Villaraigosa series), this program requires all proposers responding to Requests for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE, WBE, SBE, EBE, DVBE, and OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the proposer's outreach efforts, the proposer is required to perform the Business Inclusion Program (BIP) Outreach on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org).

### **INSTRUCTIONS**

All Proposers must perform and submit the BIP Outreach requirements on RAMP as described in the following attachment. Technical instructions for using RAMP to complete BIP Outreach are available on the RAMP Support page at <https://www.rampla.org/s/support>.

Outreach must be completed **15 DAYS** prior to the deadline for proposal submission.

All Proposers **MUST also complete and submit** the BIP Schedule A and include in their response.

Responses submitted without a completed BIP Schedule A **WILL** be deemed non-responsive and disqualified from being considered.

All BIP Outreach documentation must be submitted on RAMP by 4:30 p.m. on the first calendar day following the day of the proposal submission deadline.

**CITY OF LOS ANGELES BUSINESS INCLUSION PROGRAM (BIP)  
FOR A REQUEST FOR PROPOSAL (RFP)**

Performance of a BIP outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) subconsultants must be completed on the Regional Alliance Marketplace for Procurement (RAMP), [www.rampla.org](http://www.rampla.org).

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

The Recreation and Parks anticipated levels of

MBE Participation	<b>18%</b>
WBE Participation	<b>4%</b>
SBE Participation	<b>25 %</b>
EBE Participation	<b>8 %</b>
DVBE Participation	<b>3 %</b>

NOTE: BIP outreach information and/or assistance may be obtained through: 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 RAMP to comply with the indicators will render the proposal 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 Awarding Authority on a contractual basis. The BIP is set forth in this policy Statement. Respondents to this 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.**

Additional information and/or assistance in implementing this Program may be obtained through the Contract Coordinator listed in this RFP.

**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 \$15 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 do not exceed \$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) Any certifying agency that is a part of the State of California Unified Certification Program (CUCP) as long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements; 4) Southern California Minority Supplier Development Council (SCMSDC) for MBE certifications; 5) Women's Business Enterprise Council West (WBEC)-West) for WBE certifications; or 6) California Public Utilities Commission's Supplier Clearinghouse (CPUC).

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  
E-mail address: [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org)  
Internet address: <https://bca.lacity.org/certifications-printable-forms>
- 2. California Department of Transportation, Office of Business and Economic Opportunity  
1823 14th Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
Internet address: [www.dot.ca.gov/programs/business-and-economic-opportunity](http://www.dot.ca.gov/programs/business-and-economic-opportunity)
- 3. Southern California Minority Supplier Development Council (for a fee)  
800 W. 6th Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960  
Fax: (213) 689-1707  
Internet address: [www.scmsdc.org](http://www.scmsdc.org)
- 4. Women's Business Enterprise Council – West (WBEC-West)  
400 Corporate Pointe, Suite 300 Culver City, CA 90230  
Telephone: (310) 461-4361  
E-mail: [office@wbec-west.org](mailto:office@wbec-west.org)  
Internet address: [www.wbec-west.com](http://www.wbec-west.com)

5. California Public Utilities Commission's Supplier Clearinghouse (CPUC)  
10100 Pioneer Boulevard, Suite 103, Santa Fe Springs, CA 90670  
Telephone: (562) 325-8685  
Fax: (562) 278-0153  
Internet address: <http://www.thesupplierclearinghouse.com/>

- b. Certification as a Small or Emerging Business Enterprise: An SBE must be certified by either 1) City of Los Angeles, Bureau of Contract Administration as a Local, Small Business Enterprise; or 2) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services as long as the certification meets all of the City of Los Angeles' SBE and/or EBE certification criteria.

**Note:** The City of Los Angeles, Bureau of Contract Administration does not offer EBE certifications. However, if a company holds a City of Los Angeles certification as a Local, Small Business Enterprise, they can request an SBE and EBE designation on their RAMP company profile. 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.

Applications for certification and directories of SBE/EBE 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  
E-mail: [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org)  
Internet address: <https://bca.lacity.org/certification>
2. Office of Small Business & Disabled Veteran Business Enterprises (OSDS) Resources  
707 3rd Street, West Sacramento, CA 95605  
Telephone: (916) 375-4940  
E-mail: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)  
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>

- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by either: 1) State of California, Office of Small Business & Disabled Veteran Business Enterprise Services; or 2) Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization, Center for Verification and Evaluations as Service-Disabled Veteran-Owned Small Business (SDVOSB) and be headquartered in California.

Applications for certification/verification and directories of DVBE and SDVOSB certified/verified firms are available at the following locations:

1. Office of Small Business & Disabled Veteran Business Enterprises Services (OSDS)  
707 3rd Street, West Sacramento, CA 95605 Telephone: (916) 375-4940  
E-mail: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)  
Internet address: <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
2. Department of Veterans Affairs, Office of Small and Disadvantaged Business Utilization (OSDBU)  
Internet address: <https://www.va.gov/osdbu/>

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 under 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 consultant.
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, and OBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 8, **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 certified MBEs, WBEs, SBEs, EBEs, and DVBEs through subconsulting or materials and supplies acquisition to reach anticipated participation levels.
  - 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 levels of MBE, WBE, SBE, EBE, DVBE and/or OBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - d. MBE, WBE, SBE, EBE, DVBE and/or OBE 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 an MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, an MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

- f. A listed MBE, WBE, SBE, EBE, DVBE and/or OBE firm must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work. Additionally, a firm listed for participation credit must be performing work or a service which is considered a normal part of their business activity offered to the public.
- g. MBE and/or/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.
- i. A listed firm whose participation is credited initially as an OBE, but becomes certified or obtains additional certifications subsequent to the date of the contract award, will receive the appropriate participation credit for any work performed after becoming certified. Additionally, if the subconsultant has a status change in any of its certifications during the performance of work under the contract, the firm will not receive certification credit for work performed after the certification status change.

### **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 Regional Alliance Marketplace for Procurement (RAMP). The RAMP can be accessed at [www.rampla.org](http://www.rampla.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not 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 respondent's BIP Outreach will be determined by the Board of Public Works (Board) after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties encountered (i.e.: inability to log in, system log out, receiving an error message when you believe you have met the requirements, etc.) while utilizing the RAMP should be reported immediately using the following steps:

- 1. E-mail RAMP Support at [support@rampla.org](mailto:support@rampla.org).
- 2. E-mail 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 on this RFP.

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

***Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore, submission by a third party will result in the respondent being deemed non-responsive. BIP Outreach may be completed by any Joint Venture member on behalf of the Joint Venture or under the name of the Joint Venture.***

1	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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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 on Page 1 herein and to have the proposer meet the subconsulting expectations for the project.

**Required Documentation:** No documentation is required from the proposer.

2	<b>ATTENDED PRE-SUBMITTAL MEETING</b>
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The proposer attended the pre-submittal 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 City records. The waiver must also include the NAICS codes for the subconsultant the Prime met with at the matchmaking event, and those NAICS codes **MUST** be included in the opportunity the Prime is bidding on.

**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	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific areas 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 work areas. This outreach must be performed using the RAMP's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the RAMP. Failure of the proposer to outreach in all of the work areas selected by the City as potential subconsulting work areas may result in the RFP response being deemed non-responsive.

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

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing RAMP, and made not less than **fifteen (15) calendar days** prior to the date the RFP responses are 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 area of work to be performed.

**Required Documentation:** E-mail notification in each of the selected work areas to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work area to be performed. The notification must be performed using the RAMP's BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, 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 BIP outreach. Notifications 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 MBE, WBE, SBE, EBE, DVBE and OBE firms for each work area chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work area. 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 RAMP's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the RAMP'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. By "double clicking" on a red box containing "0\*" the proposer will be taken to a list of firms(s) that will allow them to meet this requirement, as long as the notification deadline has not passed. If a proposer is not finding firms of a certain type of certification status when performing their notification search under the six (6) digit NAICS code, the proposer will need to expand their search to the five (5) digit code (i.e.: If none are listed under 236210 – Industrial Building Construction, then search under 23621 – Industrial Building Construction.) 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 RAMP 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. In case of technical error, please follow the process for reporting these errors as at the time the RFP was uploaded to the RAMP.

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 subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16
21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

outlined in Section C.

5	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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The proposer provided interested 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 subconsultants. The notification must be performed using the RAMP'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 RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP'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 RAMP and verify compliance with this indicator after the RFP submission deadline.

6	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer has responded to every unsolicited offer sent by a Registered Subconsultant using RAMP 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 Subconsultant, as determined by the Awarding Authority. The proposer must submit a list of all subconsultants for each area 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 led to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using RAMP.

**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. The dollar amount of the bid/quote;
  4. A brief reason given for selection/non-selection as a subconsultant;
  5. The subconsultant selected for that work area.
- c. Copies of all MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted through the RAMP to the "BIP Supporting Documents" section of the Summary tab prior to the proposer being awarded the contract by the City;

The proposer will be given a choice of responses to indicate 1) No Response received; 2) Response received; but no subconsultant bid submitted; or 3) Submit Bid and include bid amount.

The proposer will be able to choose a preselected reason for selection/non-selection, but may also need to include further explanation in the Notes Section of the online Summary Sheet. If the proposer elects to perform a work area with its own forces and they received a sub-bid/response, they must include a bid/response that shows their own costs for the work. Also, if the proposer is not a Local Business Enterprise (LBE), but wants to participate in the Local Business Preference Program (LBPP) by utilizing Local Business Enterprise subconsultants as prescribed in the LBPP requirements of the RFP documents, a subconsultant's LBE status can be considered a reason for selection over a non-LBE subconsultant. **All bids/responses 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/response from each subconsultant listed on the online Summary Sheet. **All potential subconsultants with whom the proposer has had contact outside of the RAMP must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the RAMP's BIP Outreach system and must be submitted by 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. If a

bid/response is submitted by a firm that is not registered with the RAMP, the proposer is required to add that firm to their Summary Sheet. A proposer's failure to utilize the RAMP's Summary Sheet function will result in their RFP response being deemed non-responsive.

**Note:** City 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 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 RAMP's BIP Outreach Summary Sheet function after 4:30 p.m. on the calendar day following the day of the RFP response submittal deadline. City staff will access the RAMP 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 RAMP prior to being awarded the contract. In case of technical error, proposers must follow the process for reporting these errors as outlined in Section C.

7	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>
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Each notification by the proposer shall also include an offer of assistance to interested 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 RAMP's BIP Outreach notification system.

**Note:** At the time a proposer utilizes the RAMP's BIP Outreach notification function, the required information will automatically be included in the notification. Proposers will not be able to utilize the RAMP'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 is perceived to seriously limit subconsultant responses or is deemed contrary to the intent of this Indicator. City staff will access the RAMP and verify compliance with this Indicator after the RFP submission deadline.

The proposer shall submit completed BIP Outreach documentation either via the RAMP's BIP Outreach system or prior to award of the contract, 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 RFP response complies with all requirements prescribed herein. This includes compliance with the required BIP 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. Proposers are required to have each one of their subconsultants register on the RAMP prior to the 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 perform a BIP Supplemental 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 area 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, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Awarding Authority's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
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 Subconsultants Information Form (Schedule A):  
Proposers shall submit with their proposal the MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants Information Form, provided herein 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 an invoice 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 Board 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 Board to reject all proposals in accordance with Charter Section 371.



**RFP SCHEDULE A**  
**MBE/ WBE/ SBE/ EBE/ DVBE/ OBE SUBCONSULANT INFORMATION FORM**  
 (NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN and DATE ALL SHEETS)

<b>Project Title:</b>		<b>Work Order Number:</b>	
<b>Consultant:</b>	<b>Address:</b>		
<b>Contact Person:</b>		<b>Phone:</b>	

List of all Subconsultants (Service Providers/Suppliers/Etc.)				
Name, Address, and Phone No. of Subconsultant	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Caltrans/City/ MTA Certification No.	Dollar Value of Subcontract

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent		Total Dollars	Percent
<b>MBE Participation</b>	\$	%	<b>WBE Participation</b>	\$	%
<b>SBE Participation</b>	\$	%	<b>EBE Participation</b>	\$	%
<b>DVBE Participation</b>	\$	%	<b>OBE Participation</b>	\$	%

<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**MUST BE SUBMITTED WITH PROPOSAL**

## RFP SCHEDULE B

<b>Project Title:</b>		<b>Work Order Number:</b>	
<b>Consultant:</b>	<b>Address:</b>		
<b>Contact Person:</b>		<b>Phone/Email:</b>	

### MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE

Contract Amount (Including Amendments)	This Invoice Amount

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultant (List All Subconsultants)						
Name of Subconsultant	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE	Certification Agency/ Certification Number	Original Subcontract Amount	This Invoice Amount	Invoiced to Date (Include this Invoice)	Scheduled Participation to Date

Current Percentage of MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/ Participation to Date					
	Total Dollar	Percent Achieved		Total Dollars	Percent Achieved
<b>MBE Participation</b>	\$	%	<b>WBE Participation</b>	\$	%
<b>SBE Participation</b>	\$	%	<b>EBE Participation</b>	\$	%
<b>DVBE Participation</b>	\$	%	<b>OBE Participation</b>	\$	%

<b>Invoiced to Date Amount (Includes this Invoice)</b>	\$
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Signature of Person Completing this Form	Printed Name	Title	Date

**MUST BE SUBMITTED WITH EACH INVOICE**

# RFP SCHEDULE C

## FINAL SUBCONSULTING REPORT

<b>Project Title:</b>		<b>Work Order Number:</b>	
<b>Contractor:</b>		<b>Address:</b>	
<b>Contact Person:</b>		<b>Phone/Email:</b>	
<b>Total Contract Amount (Including Amendments)</b>		<b>\$</b>	

MBE/ WBE/ SBE/ DVBE/ OBE Subconsultants (List All Subconsultants)					
Name, Address, Phone of all Subcontractors Listed on Schedule C	Description of Work or Supply	MBE/ WBE/ SBE/ EBE/ DVBE/ OBE/	Certification Agency and Certification Number	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

\*If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollar	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
<b>MBE Participation</b>		%	%	<b>WBE Participation</b>		%	%
<b>SBE Participation</b>		%	%	<b>EBE Participation</b>		%	%
<b>DVBE Participation</b>		%	%	<b>OBE Participation</b>		%	%

<b>Total Final Amount Invoiced</b>	<b>\$</b>
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<b>Signature of Person Completing this Form</b>	<b>Printed Name</b>	<b>Title</b>	<b>Date</b>

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

## **Section B**

### **Bidder Certification CEC Form 50 Municipal Lobbying Ordinance**

The Municipal Lobbying Ordinance serves to identify persons engaged in compensated lobbying activities aimed at influencing decisions of City government. Proposers are required to submit with their response a completed and signed Bidder Certification CEC Form 50 acknowledging that, if the Proposer qualifies as a lobbying entity under Los Angeles Municipal Code Section 48.02 (the exemptions in Los Angeles Municipal Code Section 48.03 do not apply), the Proposer agrees to Bidder Certification CEC Form 50 comply with the disclosure requirements and prohibitions established in the Municipal Lobbying Ordinance.

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>

Further information is available at:

<https://ethics.lacity.org/laws/#lobbying>

### **INSTRUCTIONS**

All Proposers **MUST complete and submit** the [Bidder Certification CEC Form 50](#) with their response.

Responses submitted without a completed Bidder Certification CEC Form 50 **WILL** be deemed non-responsive and disqualified from being considered.

## Section C

### Prohibited Contributors (Bidders) CEC Form 55 Campaign Finance Ordinance

Charter Section 470(c)(12) and related ordinances state that proposers may not make campaign contributions to and/or engage in fundraising for any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate from the time they submit a response until either the contract is approved or, for awarded proposers, twelve (12) months after the contract is signed. The proposer who bids on or submits a proposal or other response to a contract solicitation and subcontractors expected to receive \$100,000 or more in work on the contract are subject to limitations on campaign contributions and fundraising. Proposer's principals, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

By submitting the Prohibited Contributors (Bidders) Form 55, as prescribed by the City Ethics Commission, the proposer acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances.

A copy of Los Angeles City Charter §470 can be found at:

<https://ethics.lacity.org/wp-content/uploads/Charter-Sec-470.pdf>

A copy of the ordinance can be found at:

<https://ethics.lacity.org/wp-content/uploads/2019/01/CFO-20181219-Effective-20190128-Final.pdf>

Further information is available at:

<https://ethics.lacity.org/campaigns/>

## **INSTRUCTIONS**

All Proposers **MUST complete and submit** the [Prohibited Contributors \(Bidders\) Form 55](#) with their response.

Responses submitted without a completed Prohibited Contributors (Bidders) Form 55 **WILL** be deemed non-responsive and disqualified from being considered.

## Section D

### 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**

All Proposers **MUST complete and submit** the enclosed Affidavit to Accompany Proposals and include it in their response.

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

Responses submitted without a completed Affidavit to Accompany Proposals form **WILL** be deemed non-responsive and disqualified from being considered.

#### 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

The appropriate, authorized operator's designate must sign and if available affix the corporate seal (see space below).

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

\_\_\_\_\_, is of  
("Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

\_\_\_\_\_  
(Name of firm/ business entity)

Who submits herewith to the 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

## Section E

### 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:

All Proposers **MUST complete and submit** the enclosed Affidavit to Accompany Proposals and include it in their response.

#### 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 (City) and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

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

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

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

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

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(Signature of person authorized to bind proposer)

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(Date)

## Section F

### Contractor Responsibility Ordinance

Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the provisions of the Contractor Responsibility Ordinance, Los Angeles Administrative Code 10.40 et seq. The Contractor Responsibility Ordinance (CRO) requires a determination, via the Responsibility Questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

### **INSTRUCTIONS**

All Proposers **MUST complete, print and submit** an initial submission of the [Service Contractor Responsibility Ordinance \(CRO\) Questionnaire](#) and include in their response.

Responses submitted without a completed Responsibility Questionnaire **WILL** be deemed non-responsive and disqualified from being considered.

## **Section G**

### **City of Los Angeles Contract History**

The City Council passed a resolution (Council File 98-1331) on July 21, 1998 requiring that all Proposers responding to a procurement solicitation must supply in their response a list of all City of Los Angeles contracts held by the proposer or any affiliated entity during the preceding 10 years.

### **INSTRUCTIONS**

All Proposers **MUST complete and submit** the enclosed City of Los Angeles Contract History Form and include in their response.

Responses submitted without a completed City of Los Angeles Contract History Form **MAY** be deemed non-responsive and disqualified from being considered.

## CITY OF LOS ANGELES CONTRACT HISTORY

The City Council passed a resolution on July 21, 1998 requiring that all proposed vendors supply in their proposal or bid a list of all City of Los Angeles contracts held by the bidder or any affiliated entity during the preceding 10 years. Use the space below to list all such contracts. Include the dates of the contract, the services or goods provided, the amount of the contract, and the contract number. If the bidder or any affiliated entity has held no City of Los Angeles contracts during the preceding 10 years, state so in the space below. Use the back of the page and additional pages as needed.

Were any contracts held with the City of Los Angeles in the last 10 years?

☐ Yes

☐ No

Department with which Contract Held	Contract Dates	Services/Goods Provided	Contract Amount	Contract Number
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Section H

### Contractor Workforce Information (LA Residence Information)

All Proposers must complete the Los Angeles Residence Information form in order to be considered for a contract award. An important policy goal of the City is to encourage businesses to locate or remain in the City. To track that goal effectively, the Los Angeles City Council, on January 7, 1992, adopted a motion (Council File 92-0021) that requires all City departments to gather various information on contractors who conduct business with the City and all proposers to state their headquarters address as well as the percentage of their workforce residing in the City of Los Angeles.

The following information is to be included in each proposal:

- a) The headquarters address of the firm and the total number of employees, regardless of work location;
- b) The percentage of the firm's total workforce employed within the City and the percentage residing within the City; and,
- c) The address(es) of any branch office(s) located within the City and the total number employed in each Los Angeles branch office, the percentage of the work force in each Los Angeles branch office that is employed within the City, and the percentage residing within the City.

### **INSTRUCTIONS**

All Proposers **MUST complete and submit** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form and include in their response.

Responses submitted without a completed City of Los Angeles Contractor Business Locations and Workforce Information Form **WILL** be deemed non-responsive and disqualified from being considered.



## CONTRACTOR BUSINESS LOCATIONS AND WORKFORCE INFORMATION

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

Organization: \_\_\_\_\_

### I. Corporate or Main Office Information:

Address	Workforce in Organization:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

### II. City of Los Angeles Branch Offices Information:

Note: If there are no Los Angeles Branch offices, mark N/A on first line.

Address	Workforce in Los Angeles Branch Office:		
	Total Number of Employees	Percentage Working* within City of Los Angeles	Percentage Residing in City of Los Angeles

\* i.e. working for any customer located within the geographical boundaries of the City of Los Angeles

## **Section I**

### **Child Support Obligations**

Los Angeles Administrative Code Section 10.10 requires all contractors and subcontractors performing work for the City to comply with all State and Federal reporting requirements and wage and earning assignments relative to legally mandated child support. Proposers must complete and return the enclosed form and agree to comply with all terms and conditions within. Furthermore, Proposers are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of the Child Support Obligations Ordinance.

### **INSTRUCTIONS**

All Proposers **MUST complete and submit** the enclosed Certification of Compliance with Child Support Obligations and include in their response.

Responses submitted without a completed Certification of Compliance with Child Support Obligations **WILL** be deemed non-responsive and disqualified from being considered.

**City of Los Angeles**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT  
OBLIGATIONS**

**This document must be returned with the Proposal/Bid Response**

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 Orders and Notices of Assignment.
3. Certify that the principal owner(s) of the business are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally.
4. Certify that the business will maintain such compliance throughout the term of the contract.

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

## Section J

### Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all Proposers submitting a response 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.

### **INSTRUCTIONS**

All Proposers **MUST complete, print, and submit** the [Iran Contracting Act of 2010 Compliance Affidavit](#) and include in their response.

Responses submitted without a completed Iran Contracting Act of 2010 Compliance Affidavit **MAY** be deemed non-responsive and disqualified from being considered.

**Section K**  
**Living Wage Ordinance**  
**And**  
**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, must comply with the provisions of the Living Wage Ordinance (LWO), Los Angeles Administrative Code Section 10.37 et seq., and the Worker Retention Ordinance (WRO), Los Angeles Administrative Code Section 10.36 et seq.

***Forms LW-5, LW-6, and LW-18 will be required from the successful Proposer and their subcontractors within 30 days of contract execution. These forms are available at the [Living Wage Printable Forms and Posters](#) section of BCA's LWO information page.***

Proposers who believe that they meet the qualifications for one of the exemptions must apply for exemption from the Ordinance by completing and submitting the appropriate Exemption/Non-Coverage Application form with their proposal. Application forms are as follows: Exemption Application (Form LW-10), Small Business Exemption Application (Form LW-26), 501(c)(3) Non-profit Exemption Application (Form OCC/LW-28), and Non-Coverage Determination Application (Form OCC/LW-29).

More detailed information about the ordinances are available on the Bureau of Contract Administration's website at:

<https://bca.lacity.org/living-wages-ordinance-lwo>

<https://bca.lacity.org/service-contract-worker-retention-ordinance-scwro>

The LWO Exemption forms are available here:

[Exemption Application \(Form LW-10\)](#)

[Small Business Exemption Application \(Form LW-26\)](#)

[501\(c\)\(3\) Non-profit Exemption Application \(Form OCC/LW-28\)](#)

[Non-Coverage Determination Application \(Form OCC/LW-29\)](#)

(Rev. 01/18)

**INSTRUCTIONS**

If exemption from the Living Wage Ordinance is **not** claimed, Proposer must complete and return the enclosed compliance form with the response. Additional forms will be required from the successful Proposer within 30 days of contract execution as described above.

If applying for an exemption from the Living Wage Ordinance, Proposer must complete and submit the appropriate exemption form and submit completed form with their response.

**City of Los Angeles**

**COMPLIANCE WITH THE LIVING WAGE ORDINANCE**

**Return this document with the Proposal/Bid Response**

By submitting this form, the undersigned hereby declares that an application for exemption is NOT submitted with Proposal/Bid Response and agrees to fully comply with the requirements of the Los Angeles Administrative Code section 10.7, Living Wage Ordinance.

---

Name of Business

---

Address

---

Signature of Authorized Officer or Representative

Print Name

---

Title

Telephone Number

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION II**

**Compliance Documents to be Completed and Submitted on RAMPLA.ORG**

**Section L**  
**Equal Benefits Ordinance**  
**And**  
**First Source Hiring Ordinance**

If a contract is subject to the Equal Benefits Ordinance (EBO) and/or the First Source Hiring Ordinance (FSHO), Contractors are required to complete a streamlined EBO/FSHO Compliance Affidavit web application form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org). Contractors are responsible for creating an RAMP profile and completing and submitting the affidavit. See below for additional details about the EBO and the FSHO.

**Equal Benefits Ordinance (EBO):**

Contractors are advised that any contract awarded pursuant to this procurement process will be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Contractors shall complete and submit the Equal Benefits Ordinance/First Source Hiring Ordinance Compliance Affidavit, available on RAMP at [www.rampla.org](http://www.rampla.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 submitted on RAMP. The City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO/FSHO Affidavit. Contractors seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/equal-benefits-ordinance-ebo>

**First Source Hiring Ordinance (FSHO):**

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, must comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Contractors shall complete and electronically sign the Equal Benefits Ordinance/First Source Ordinance Compliance Affidavit available on RAMP at [www.rampla.org](http://www.rampla.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 submitted on the City's RAMP.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/first-source-hiring-ordinance-fsho>.

(Rev. 04/22)

**INSTRUCTIONS**

Proposers must complete and electronically sign the Equal Benefits Ordinance /First Source Hiring Ordinance Compliance Affidavit in the Compliance Documents section of their RAMP Business Profile by the proposal submission deadline. Instructions for submitting compliance documents on RAMP are available on the RAMP Support page at <https://www.rampla.org/s/support>.



<p style="text-align: center;"><b>Section M</b></p> <p style="text-align: center;"><b>Disclosure Ordinances</b></p> <p style="text-align: center;"><b>(Slavery and Border Wall Contracting)</b></p>
---

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO) and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this procurement process will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code and the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

Contractors are required to complete a streamlined Disclosure Ordinances Affidavit web form that is located on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) at [www.rampla.org](http://www.rampla.org).

Contractors are responsible for creating a RAMP profile and completing and submitting the Disclosure Ordinances Affidavit web form. The web form will be verified by the Bureau of Contract Administration (BCA) prior to contract execution.

Contractors seeking additional information regarding the requirements of the SDO and DBWCO may visit the Bureau of Contract Administration's website at <https://bca.lacity.org/slavery-disclosure-ordinance-sdo>.

### **INSTRUCTIONS**

Proposers must complete and electronically sign the Disclosure Ordinances Affidavit in the Compliance Documents section of their RAMP Business Profile by the proposal submission deadline. Instructions for submitting compliance documents on RAMP are available on the RAMP Support page at <https://www.rampla.org/s/support>.

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION III**

### **Required Documents Prior to Award of Contract**

## Section N

### Contractor Responsibility Ordinance Pledge of Compliance

The Contractor Responsibility Ordinance (Los Angeles Administrative Code § 10.40 et seq.) provides that, unless specifically exempt, City contractors working under service contracts of at least \$25,000 and three (3) months, contracts for the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, must 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 of its subcontractor(s), must submit the Pledge of Compliance with Contractor Responsibility Ordinance.

Further information regarding the requirements of the ordinance is available at:

<https://bca.lacity.org/Ordinances>

### **INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, the successful Proposer **MUST complete and submit** the [Pledge of Compliance with Contractor Responsibility Ordinance](#).

This form is not required with the Response and need not be attached to the Response.

## Section O

### Certification of Compliance with the Americans with Disabilities Act

The City is a covered entity under Title II of the Americans with Disabilities Act, 42 U.S.C.A. Section 12131 et seq. Proposers awarded a contract through this procurement process must comply with the Americans with Disabilities Act and execute the Certification of Compliance with the Americans with Disabilities Act prior to the execution of a contract.

### **INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, the successful Proposer **MUST complete and submit** the enclosed Certification of Compliance with the Americans with Disabilities Act.

This form is not required with the Response and need not be attached to the Response.

# **CERTIFICATION REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT**

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

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

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## Section P

### Insurance Requirements: Workers' Compensation, General Liability, Auto Liability

The Proposer, prior to the execution of a City contract, must furnish the City evidence of insurance Coverage as set forth in Exhibit 1 of the Standard Provisions for City Contracts (Form Gen. 146, attached below). The City may also require the proposer to have fidelity, surety bond, performance bond, or letter of credit to ensure satisfactory performance during the term of contract. Such requirements are also included in the Exhibit 1 of the Standard Provisions for City Contracts. Furthermore, the contractor will also be required to indemnify the City in accordance with the provisions set forth in PSC-18 of the Standard Provisions for City Contracts.

(Updated 3/18)

### **INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, Proposer **MUST** request their Insurance Broker/Agent to complete an Acord 25 Form (Certificate of Liability Insurance) with the required minimum limits set by Exhibit 1 (Form Gen. 146) of Standard Provisions for City Contracts and submit to CAO Risk Management via <https://kwikcomply.org>.

This form is not required with the Response and need not be attached to the Response.

## Section Q

### Financial Guarantee

### Performance Deposit

A Performance Deposit **WILL** be required once an Agreement is awarded to a successful Proposer.

### **INSTRUCTIONS**

Once a Performance Deposit is requested upon the notice of award of the contract, the Proposer will have ten (10) days to submit the Performance Deposit. Refer to the language in the RFP for instructions on how to submit the Performance Deposit.

The Performance Deposit is not required with the Response and need not be provided with the Response. However, a **Proposal Deposit** is required to be submitted with the proposal. See RFP instructions for Proposal Deposit amount. 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.

## Section R

### Business Tax Registration Certificate

The City of Los Angeles requires all firms and individuals doing business within the City of Los Angeles to obtain the necessary Tax Registration Certificate(s) and pay City business taxes. All firms and individuals that conduct business with the City of Los Angeles will be required to provide a Business Tax Registration Certificate (BTRC) number or an exemption number as proof of compliance with the City's business tax requirements in order to receive payment for goods or services. To register for a BTRC, go to the Office of Finance website at <http://finance.lacity.org/>.

### **INSTRUCTIONS**

If a Proposer is recommended for award of a contract but does not have a valid BTRC prior to the award of the contract, the Proposer **MUST** apply and obtain a BTRC number from the Office of Finance and submit one of the following.

- Copy of your City of Los Angeles "Business Tax Registration Certificate"
- Copy of your City of Los Angeles "Application for Tax Registration Certificate" or Vendor Registration Number, or
- Copy of your City of Los Angeles "Business Tax and/or Carnival Police Permit Exemption Application"

The BTRC is not required with the Response and need not be provided with the Response.



**Section S**

**Internal Revenue Service Form W-9**

**Request for Taxpayer Identification Number and Certification**

The City of Los Angeles requires all firms and individuals doing business with the City of Los Angeles to complete a Form W-9, as required by the Internal Revenue Service (IRS), in order for the City to conduct financial transactions with said entities, such as returning proposal deposits, or processing payments.

Further information regarding the requirements is available at:

<https://www.irs.gov/forms-pubs/about-form-w-9>

**INSTRUCTIONS**

If recommended for an award of contract, prior to the award of a City contract, Proposer **MUST complete and submit** [IRS Form W-9](#).

The Form W-9 is not required with the Response and need not be provided with the Response.

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION IV**

### **City Contract Compliance Requirements**

## **Section T**

### **Non-Discrimination, Equal Employment Practices, and Affirmative Action (Non-Construction and Construction)**

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 (both construction and non-construction) 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 (both construction and non-construction) 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.

Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

## **Section U**

### **Contractor Performance Evaluation Ordinance**

At the end of this contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the Contractor assigns to the contract. A Contractor who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final City evaluation and allowed 14 calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other personal services contracts.

## **Section V**

### **Contractors' Use of Criminal History for Consideration of Employment Applications Fair Chance Initiative for Hiring Ordinance**

Any contract awarded pursuant to this procurement process will be subject to the Fair Chance Initiative for Hiring Ordinance, Section 10.48 of the Los Angeles Administrative Code. The Ordinance provides, among other things, that contractors/subcontractors with at least 10 employees are: prohibited from seeking a job applicant's criminal history information until after a job offer is made; must post Fair Chance Initiative for Hiring Ordinance information in conspicuous places at worksites; and cannot withdraw a job offer based on an applicant's criminal history unless a link has effectively been made between the applicant's criminal history and the duties of the job position.

Proposers seeking additional information regarding the requirements of the Fair Chance Initiative for Hiring Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

## **Section W**

### **Standard Provisions for City Contracts**

Any contract awarded pursuant to this procurement process will be subject to the Standard Provisions for City Contracts: [Current Version \(Rev. 1/25\) \[v.2\]](#)

SAMPLE AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF  
THE CITYWIDE SEASONAL HOLIDAY EVENTS CONCESSION

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

*CONCESSIONAIRE'S NAME*

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**AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE  
CITYWIDE MOBILE FOOD AND BEVERAGE CONCESSION**

THIS Agreement (hereinafter referred to as "AGREEMENT") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Department of Recreation and Parks (hereinafter referred to as "CITY"), and *CONCESSIONAIRE'S NAME* (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing seasonal holiday events and related services at *CONCESSION LOCATION* (hereinafter "CONCESSION"); and

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

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

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

**WHEREAS**, RAP advertised for proposals for the operation and maintenance of the CONCESSION, to include providing seasonal holiday events and related services to the public; and

**WHEREAS**, RAP received and evaluated XX proposals which were received on *MONTH DAY, YEAR*; and

**WHEREAS**, *CONCESSIONAIRE NAME* was scored as the highest-ranked proposer, and selected to provide a seasonal holiday event and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, CONCESSIONAIRE desires to enter into such AGREEMENT to provide services of the type and character required therein by CITY to meet the needs of the public at *CONCESSION LOCATION*.

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

## **SECTION 1. DEFINITIONS**

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

AGREEMENT:	This Concession Agreement consisting of twenty-three (23) pages and nine (10) exhibits (A-J)
BOARD:	Board of Recreation and Park Commissioners
CITY:	The City of Los Angeles, acting by and through its Department of Recreation and Parks
CONCESSION:	[INSERT NAME OF LOCATION(S)] Seasonal Holiday Event Concession
CONCESSIONAIRE:	<i>CONCESSIONAIRE NAME</i>
FACILITIES:	<i>CONCESSION LOCATION</i>
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	Various RAP locations throughout the City of Los Angeles.
RAP:	The Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 1/25 V.2) attached hereto as "Exhibit A" and incorporated herein

## **SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION, to operate seasonal holiday event and related services on the PREMISES.

CONCESSIONAIRE is granted the right to use the designated PREMISES for the purpose of providing a seasonal holiday event to the public at a reasonable price as well as selling approved merchandise and food and beverages related thereto. No other purpose or activity is authorized, including sales of any unapproved merchandise. Additional activities are prohibited without the prior written consent of the RAP General Manager or his or her designee (General Manager).

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

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

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

### **SECTION 3. PREMISES**

#### **Various Locations – Specific Location Description inserted here.**

The PREMISES (Exhibit B) subject to this AGREEMENT is located at (PREMISE ADDRESS). The PREMISES shall include (description of the premises).

CONCESSIONAIRE will be expected to work closely with RAP Divisions and or RAP Park Services regarding the placement and timing of Concession operations within the PREMISES.

Any discrepancy in the definition or boundaries of the PREMISES shall be resolved solely by RAP.

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

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

The term of this AGREEMENT shall be one (1) year with two one-year (1) extension options exercisable at the sole discretion of GENERAL MANAGER, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke or decline to exercise an option of this AGREEMENT.

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

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

A. **Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. CONCESSIONAIRE shall encourage patrons to utilize RAP provided trash receptacles placed near PREMISES area.

B. **Conduct**

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

C. **Disorderly Persons**

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

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

CONCESSIONAIRE, in its operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT.

CONCESSIONAIRE agrees that in the event of breach of the above nondiscrimination covenant, with proper notification as per Exhibit A Section PSC-9, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

E. **Personnel**

1. **Freedom from Tuberculosis**

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP,

CONCESSIONAIRE shall provide RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

2. **Qualified Personnel**

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

3. **Concession Manager**

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

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

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

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

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

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to

fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the PREMISES at RAP's instruction.

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

If the CONCESSIONAIRE is selling food and beverages as part of the holiday event, RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.

All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.

CONCESSIONAIRE shall offer for sale to the public food items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement).

CONCESSIONAIRE shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. CONCESSIONAIRE shall attempt to use only artificial trans-fat free prepackaged food items.

CONCESSIONAIRE will implement the proposed plan based on the Good Food Purchasing Program from the Los Angeles Food Policy Council as approved by RAP and shall comply with the terms of the Good Food Purchasing Program (Exhibit D). All food/beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

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

CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be

prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic. CONCESSIONAIRE shall comply with the Zero Waste City Facility and Events on City Property Ordinance (Exhibit E)

CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

**G. Diversion of Business**

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

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

All equipment, furnishings, expendables, and infrastructure required for the seasonal holiday event that the CONCESSIONAIRE has proposed shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property. If, upon expiration or termination of this AGREEMENT, RAP does not renew or replace said AGREEMENT with another written agreement, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables from the PREMISES and shall be allowed a period of three (3) calendar days to complete said removal. Any items not removed within that period shall become the property of RAP.

**I. Maintenance of Equipment, Furnishings, Expendables, and Infrastructure**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, furnishings, expendables, and infrastructure. All maintenance, repairs and replacement of all equipment, furnishings, expendables, and infrastructure shall be performed at the sole expense of CONCESSIONAIRE.

**J. Claims for Labor and Materials**

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

**K. Signs and Advertisements**

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies. CONCESSIONAIRE shall post, implement, and enforce for the public, all required safety rules and regulations related to the seasonal holiday event.

CONCESSIONAIRE shall place a public notice that CONCESSIONAIRE operates the CONCESSION. The address and phone number of CONCESSIONAIRE will be shown

along with the notation that all complaints should be referred directly to CONCESSIONAIRE.

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

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

RAP may, at its discretion, install umbrellas or canopy shade structures bearing the City’s or RAP logo. Said umbrellas or canopy shade structures shall be provided by RAP at no cost to CONCESSIONAIRE. RAP-issued umbrellas and/or canopy shade structures shall remain City property and shall be returned to RAP upon the expiration or earlier termination of this AGREEMENT.

**L. Utilities**

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

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

**M. Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit F) - (see SECTION 19, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

**N. Environmental Sensitivity**

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

**O. Fund Raising Activities**

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

**P. Amplified Sound**

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

**Q. Quiet Enjoyment**



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

#### **SECTION 5.1 ADDITIONAL OPERATING RESPONSIBILITIES AND CONTRACT TERMS SPECIFIC TO THE PERSHING SQUARE ICE RINK**

CONCESSIONAIRE chosen for the Pershing Square Ice Rink will also agree to the terms and operating responsibilities specific to the Ice Rink as stated in Exhibit J.

#### **SECTION 6. HOURS / DAYS OF OPERATION**

CONCESSIONAIRE shall set up and open for business as follows:

*Agreed upon days and hours as proposed will be listed here*

CONCESSIONAIRE will conform to RAP park operating hours and closure requirements.

CONCESSIONAIRE may submit a written request to the General Manager or designee to change days/hours of operation. Hours of operation are subject to changes as directed by RAP.

#### **SECTION 7. REVENUE-SHARING FEE PAYMENT**

##### **A. Payment Amount**

As part of the consideration for RAP granting the CONCESSION rights set forth, CONCESSIONAIRE shall make to RAP a revenue-sharing payment as follows:

XX Percent (XX%) of Gross Receipts (PGR) from all tickets sold  
XX Percent (XX%) of Gross Receipts (PGR) from food and beverage sold  
XX Percent (XX%) of Gross Receipts (PGR) from all merchandise sold

##### **B. Revenue-Sharing Payment Due**

The Revenue-Sharing Payment shall be due and payable (postmarked) by the fifteenth (15<sup>th</sup>) day of the calendar month after the event has concluded, based on the gross receipts received for the event. The payment and Remittance Advice Form (Exhibit G) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Partnership and Revenue Branch/Concessions Division  
P.O. Box 86328  
Los Angeles, CA 90086-0610

Payments may also be made by electronic deposit, which may be arranged by submitting a request to the department contact listed in Section 19.A.

### **C. Gross Receipts Defined**

The term "gross receipts" is defined as the total revenue collected for services or goods (whether or not such services are performed as a part of or in connection with the sale of goods) by the CONCESSIONAIRE. CONCESSIONAIRE shall maintain an accurate accounting method for the CONCESSION which correctly reflects all gross receipts and disbursements by CONCESSIONAIRE from the CONCESSION operation. Methods of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents for his CONCESSION, but not include any of the following:

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
4. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
5. The value of any merchandise, supplies, or equipment exchanged or transferred from or to CONCESSIONAIRE's other business locations where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;
6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
9. Fair market trade-in allowance, in the event merchandise is taken in trade;
10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees.

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

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

**D. Monthly Revenue-Sharing Reports**

CONCESSIONAIRE shall transmit with their revenue-sharing payment a Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), after the conclusion of the event.

**E. Late Payment Fee**

Should CONCESSIONAIRE fail to pay any of the revenue-sharing payments or any other fees, charges, or payments required by this AGREEMENT on time, it shall be considered a material breach of this AGREEMENT. RAP may terminate this AGREEMENT or take such other legal action in response as it deems necessary.

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

The charge for late or delinquent payments shall be Fifty Dollars (\$50.00) for each month late plus interest calculated at the rate of Eighteen Percent (18%) per annum, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the Fifteenth (15<sup>th</sup>) day of the month in which payment is due.

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

**SECTION 8. ADDITIONAL FEES AND CHARGES**

- A. If CITY pays any sum or incurs any obligations or expenses which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE shall pay to CITY the sum so paid or the expense so incurred, including all interest, costs, [including CITY's Fifteen Percent

(15%) administrative overhead cost], damages, and penalties. This amount shall be added to the revenue-sharing payment thereafter due, and each and every part of the same shall be and become additional revenue-sharing payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the monthly revenue-sharing payment set forth in Section 7.

- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of PREMISES for purposes not expressly permitted herein, whether approved in writing By the General Manager or not, may result in additional charges; however, any such use without the prior written approval of General Manager shall also constitute a material breach of this AGREEMENT and is prohibited.

## **SECTION 9. INSURANCE**

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit H); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit H).

## **SECTION 10. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all damage/maintenance repairs, to the satisfaction of RAP.

### **A. Correction of Conditions Leading to Damage**

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

### **B. Property Damage and Theft Reporting**

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

**C. Pest Control**

CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the AGREEMENT area in clean condition. RAP may direct CONCESSIONAIRE to take additional measures to abate pests, which are an immediate threat to public health or safety.

**SECTION 11. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
4. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
5. Allow any sale by auction upon the PREMISES;
6. Permit undue loitering on or about the PREMISES;
7. Use the PREMISES in any manner that will constitute waste;
8. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

## **SECTION 12. RATIFICATION**

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

## **SECTION 13. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide RAP a sum equal to XXX Dollars (\$XXXX) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

### **Form of Deposit**

CONCESSIONAIRE'S Deposit shall be in the following form:

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

**A. Agreement of Deposit and Indemnity**

CONCESSIONAIRE unconditionally agrees that in the event of any default, RAP shall have full power and authority to use the deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.

**B. Maintenance of Deposit**

Said Deposit shall be held by RAP during the entire term of the AGREEMENT.

**C. Return of Deposit to CONCESSIONAIRE**

Said Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by RAP in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. RAP reserves the right to deduct from the Performance Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to RAP by CONCESSIONAIRE as shown by any exit audits performed by RAP, or as compensation to RAP for failure to adhere to or execute the terms and conditions of the AGREEMENT.

## **SECTION 14. TAXES, PERMITS, AND LICENSES**

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15<sup>th</sup>) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

#### **SECTION 15. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

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

#### **SECTION 16. BUSINESS RECORDS**

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three years thereafter.

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the

CONCESSION shall be separate from the accounting systems used for any other businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash transaction records shall be retained so that day to day sales can be identified.
5. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

C. **Method of Recording Gross Receipts**

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

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

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT, in a form acceptable to RAP, on or before April 30th, of each calendar year during the term of the AGREEMENT. An extension may be granted in writing, prior to the April 30th due date, by RAP, provided sufficient verification of the need for the extension is provided, as accepted by RAP's General Manager or his designee. The charge for late or delinquent Statements shall be One Hundred Dollars (\$100.00) per month or part thereof late.

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



## **SECTION 17. REGULATIONS, INSPECTION, AND DIRECTIVES**

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

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

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

CONCESSIONAIRE shall conform to:

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

### **C. Permissions**

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

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

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

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

**E. Control of Premises**

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

**F. First Source Hiring Ordinance**

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

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

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's

Contractor Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

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

- G. **Zero Waste City Facility and Events on City Property Ordinance (Exhibit E)**  
CONCESSIONAIRE that is a Food or Beverage Provider pursuant to LAAC Section 10.53.1(K) shall comply with the Zero Waste City Facilities and Events on City Property Ordinance, Los Angeles Administrative Code Section 10.53 et seq., as amended from time to time, which provisions are incorporated into and made a part of this AGREEMENT by reference. Any subcontract entered into by CONTRACTOR for work to be performed under this AGREEMENT must include an identical provision.

## **SECTION 18. SURRENDER OF POSSESSION**

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

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

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

## **SECTION 19. NOTICES**

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

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

All such notices may either be delivered personally or may be deposited in the United

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

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

**B. To CONCESSIONAIRE:**

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

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

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

CONCESSIONAIRE'S NAME  
Attn: Concessionaire's Name  
1234 Street Lane  
Los Angeles, CA 90012

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

## **SECTION 20. INCORPORATION OF DOCUMENTS**

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

- A. Standard Provisions for City Contracts (Rev. 1/25 [V.2])
- B. Concession Premises Maps
- C. Proposal submitted by CONCESSIONAIRE
- D. Good Food Purchasing Program (Rev. 8/23)
- E. Zero Waste City Facility and Events on City Property Ordinance
- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. Monthly Remittance Advice Form
- H. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- I. Special Occurrence and Loss Report
- J. Additional Contract Terms and Ice Rink Specifications For Pershing Square Ice Rink Holiday Event

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

*(Signature Page to Follow)*

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

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

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this **AGREEMENT**.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
JIMMY KIM  
General Manager

CONCESSIONAIRE

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

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

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

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

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

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

## **SAMPLE AGREEMENT EXHIBIT A**

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

#### **PSC-4. Integrated Contract**

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

#### **PSC-5. Amendment**

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

#### **PSC-6. Excusable Delays**

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

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

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

#### **PSC-7. Waiver**

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

#### **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

#### **PSC-9. Termination**

##### **A. Termination for Convenience**

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

##### **B. Termination for Breach of Contract**

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

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

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

#### **PSC-10. Independent Contractor**

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

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

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

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

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

#### **PSC-12. Assignment and Delegation**

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

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

#### **PSC-13. Permits**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **PSC-20. Intellectual Property Warranty**

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

#### **PSC-21. Ownership and License**

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

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

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

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

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



## **PSC-22. Data Protection**

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

## **PSC-23. Insurance**

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

## **PSC-24. Best Terms**

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

### **PSC-31. Contractor Responsibility Ordinance**

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

### **PSC-32. Business Inclusion Program**

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

### **PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

### **PSC-36. Iran Contracting Act**

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

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

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

#### **PSC-43. Confidentiality**

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

#### **CONTRACTOR AGREES THAT:**

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

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

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



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

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

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

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

Required Insurance and Minimum Limits

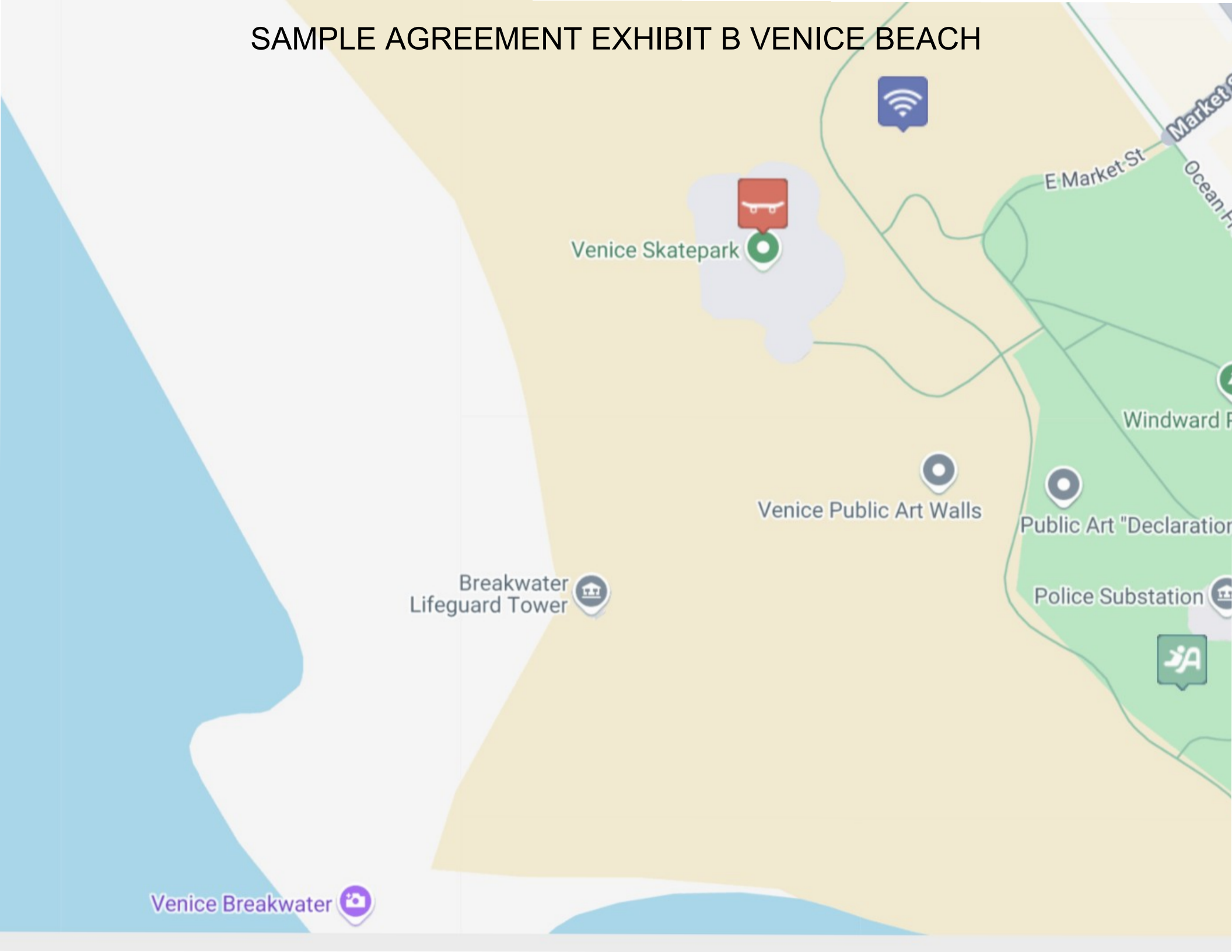
Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

	Limits
<b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
	WC _____ Statutor y EL _____
<b>General Liability</b>	
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____
<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	
<b>Professional Liability</b> (Errors and Omissions)	
Discovery Period _____	
<b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____
<b>Pollution Liability</b>	
<input type="checkbox"/> _____	
<b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	
<b>Crime Insurance</b>	
Other: _____ _____ _____	

# SAMPLE AGREEMENT EXHIBIT B VENICE BEACH





SAMPLE AGREEMENT EXHIBIT B TRAVEL TOWN

# Travel Town Museum

5200 West Zoo Drive, Los Angeles 90027

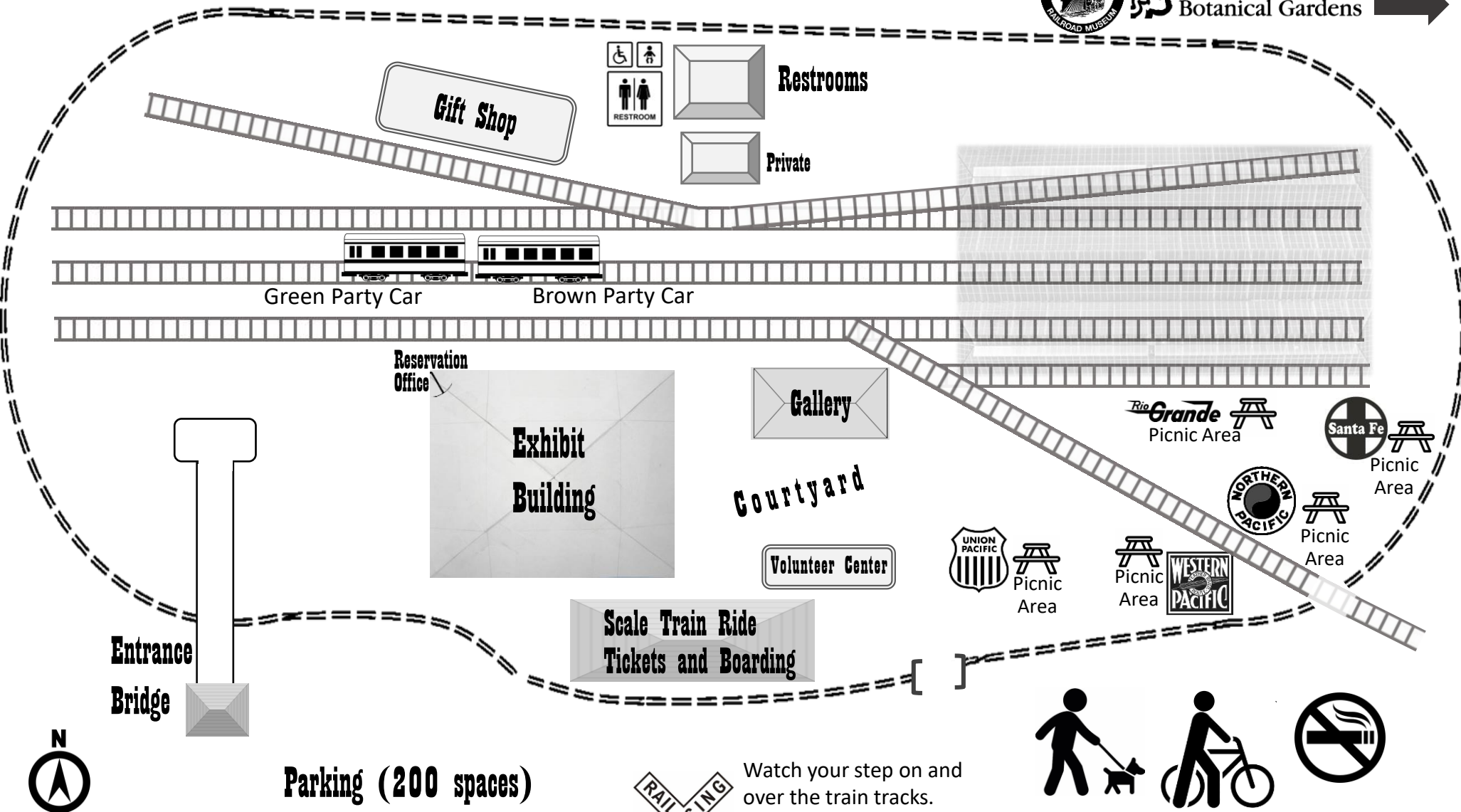
323-662-5874 [www.laparks.org/traveltown](http://www.laparks.org/traveltown)

## Orientation Map

Featuring Picnic, Party, and Event Spaces



Los Angeles Zoo & Botanical Gardens



**Picnic Areas** and **Party Cars** may be reserved in advance for a modest fee

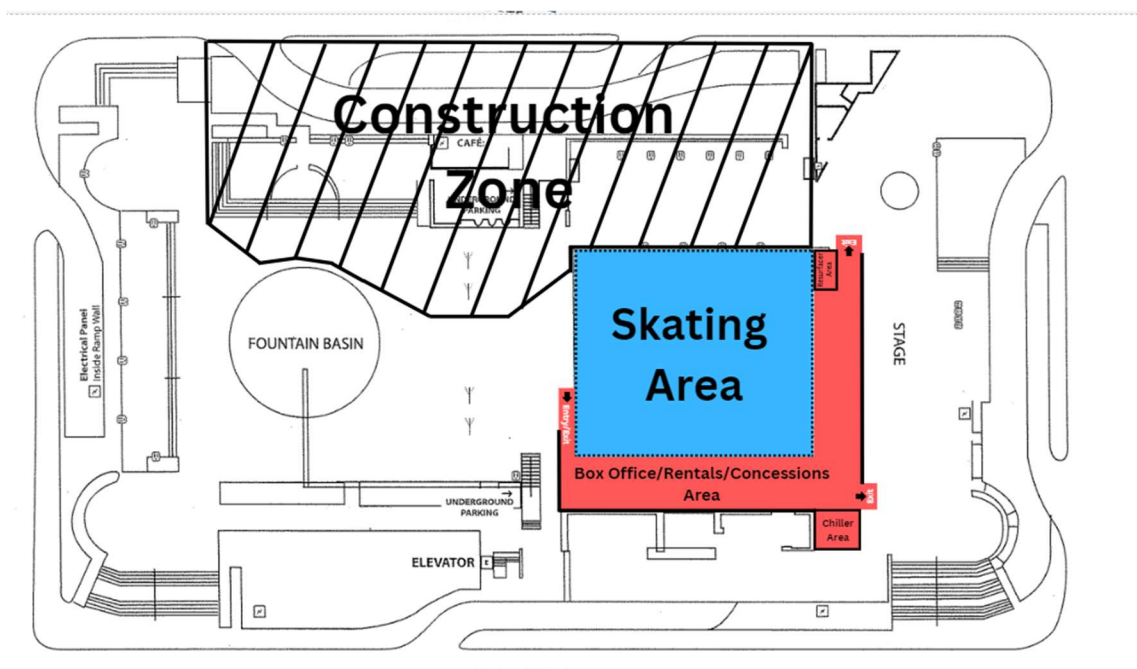
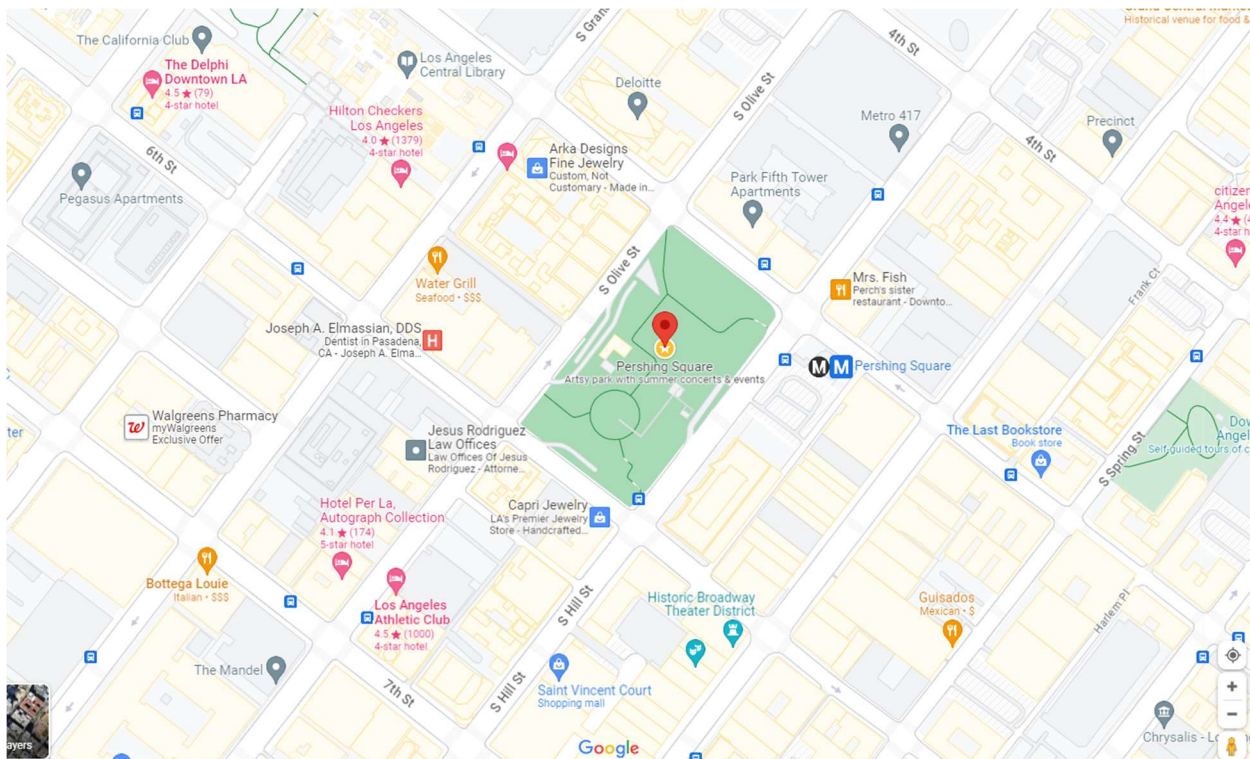


Watch your step on and over the train tracks. Keep an eye and ear open for moving railroad equipment.



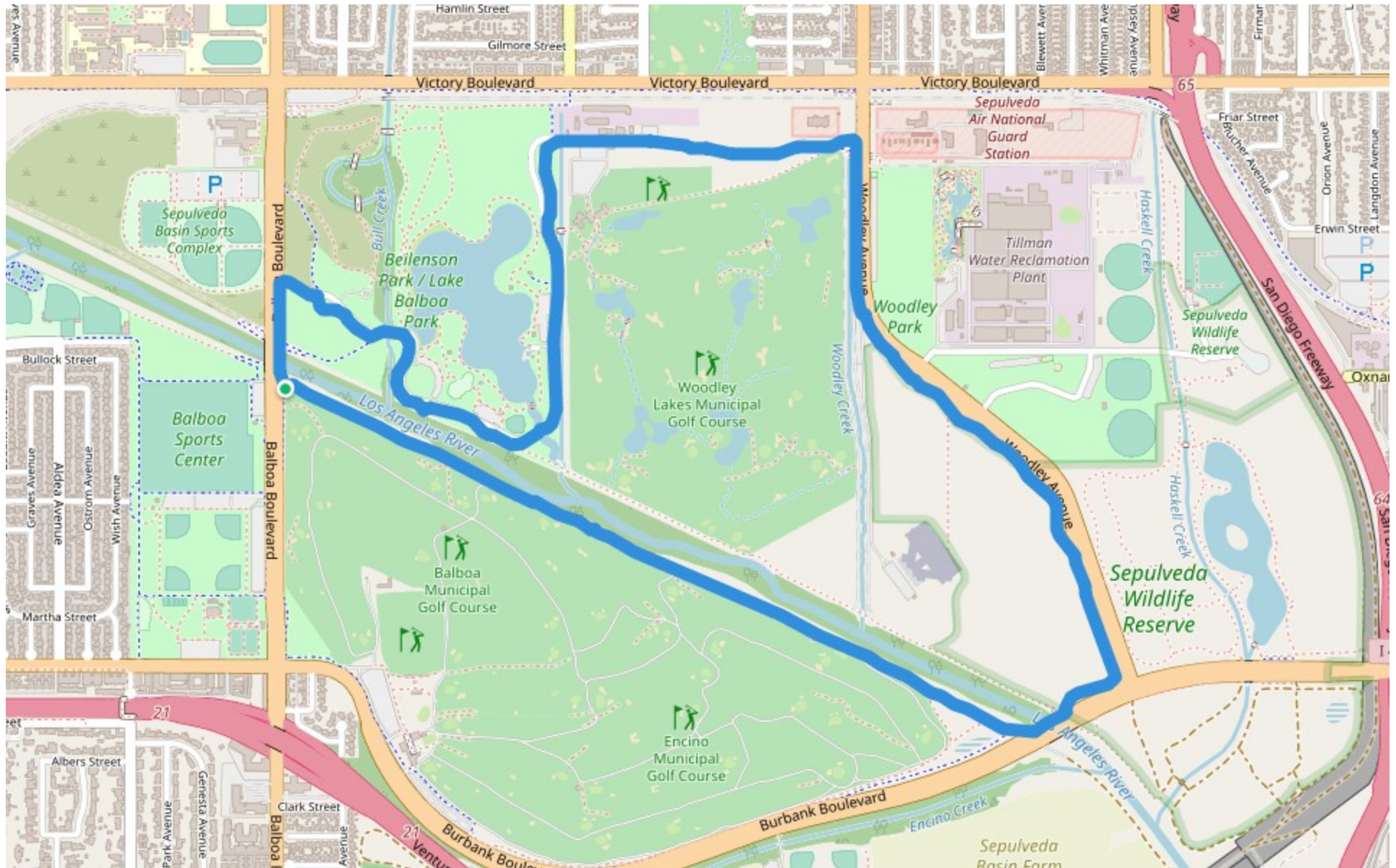
Please keep your dogs on a leash and walk your bicycle within the grounds. All parks, including Travel Town, are no-smoking zones.

# SAMPLE AGREEMENT EXHIBIT B PERSHING SQUARE





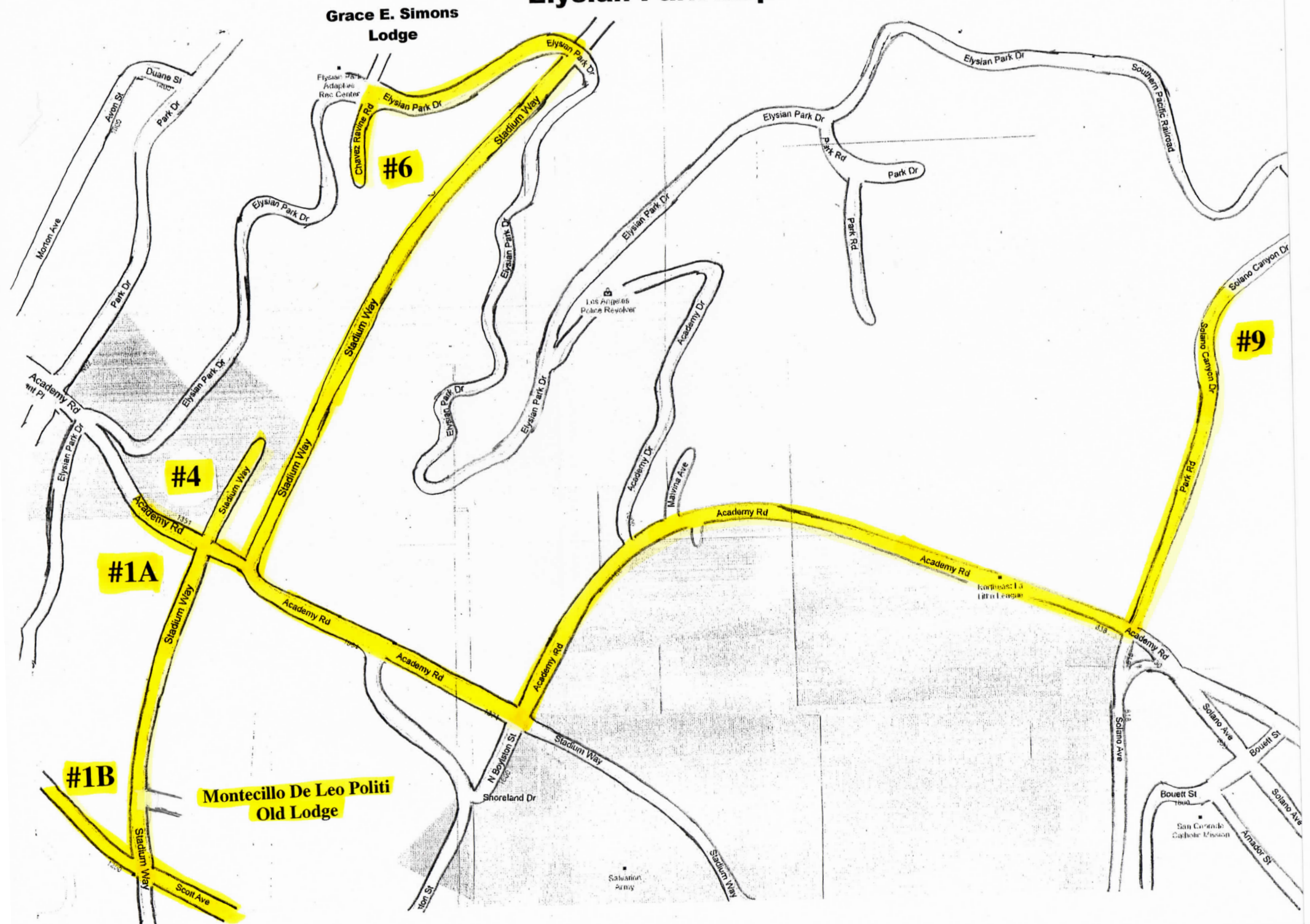
# SAMPLE AGREEMENT EXHIBIT B LAKE BALBOA



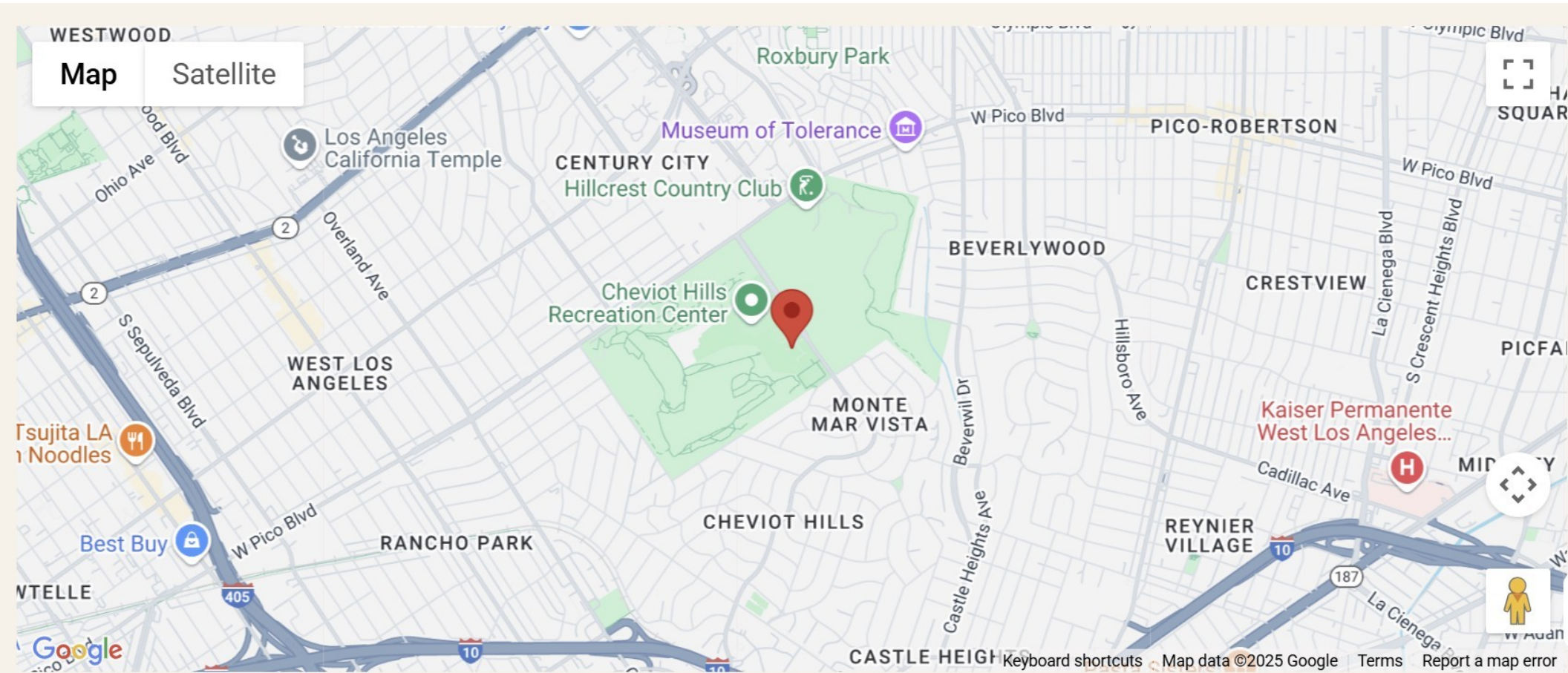


# Elysian Park Map

SAMPLE AGREEMENT EXHIBIT B-ELYSIAN PARK



# SAMPLE AGREEMENT EXHIBIT B-CHEVIOT HILLS





**SAMPLE AGREEMENT**  
**EXHIBIT C PROPOSAL SUBMITTED BY CONCESSIONAIRE**

# SAMPLE AGREEMENT EXHIBIT D



PURCHASING  
PROGRAM

## Good Food Purchasing Program:

PURCHASING STANDARDS FOR  
FOOD SERVICE INSTITUTIONS

v3.0 // 2023





# SAMPLE AGREEMENT EXHIBIT D

## FOREWORD

by Alexa Delwiche

The year 2022 marked the tenth anniversary of the first adoption of the Good Food Purchasing Program by the City of Los Angeles and Los Angeles Unified School District. It feels like yesterday that our working group presented the first version of the Standards—our scoring methodology—to the Los Angeles Food Policy Council Leadership Board in a crowded conference room on the 17th floor of Los Angeles City Hall. Looking back, I can still recall a certain energy in the room that afternoon that I had never felt before or since. I suppose it captured the significance of the moment. One moment in particular stands out, when one of our City Hall champions reflected: “This policy is going to change the world.”

EQUITY, ACCOUNTABILITY, TRANSPARENCY

LOCAL AND COMMUNITY-BASED ECONOMIES

ENVIRONMENTAL SUSTAINABILITY

VALUED WORKFORCE

ANIMAL WELFARE

COMMUNITY HEALTH AND NUTRITION

“Changing the world” seemed like an overreach. Still, it would be fair to say that, thanks to our many dedicated partners and team, the expansion of GFPP exceeded our wildest expectations. An idea that took shape in the sub-basement of a government building has now spread across the country to more than 25 jurisdictions—and counting. GFPP has united thousands of advocates, policymakers, funders, value chain businesses, and public institutions around the idea that public food dollars can and must serve the public good. The framework now informs food procurement models around the world. In 2018, the Good Food Purchasing Program was recognized by the Food and Agriculture Organization of the United Nations as one of the world’s best policies promoting agroecology. The Good

Food Purchasing Program framework has been adapted in a multitude of beautiful, creative, and strategic ways by changemakers committed to the idea that extraordinary things can happen when you have a “North star” like the Good Food Purchasing Standards and a process that leaves no one behind.

Since the early days of GFPP, the world has undergone seismic changes: a global pandemic; racial justice uprisings; an attempt to undermine our democracy—to name a few. While the US Congress still debated (beyond comprehension) whether climate change was real, my hometown of Santa Rosa, California, became one of dozens of communities devastated by climate-fueled wildfires. Within that context, GFPP may seem like an incremental step towards progress,

# SAMPLE AGREEMENT EXHIBIT D



The Center for Good Food Purchasing uses the power of procurement to create a transparent and equitable food system that prioritizes the health and well-being of people, animals, and the environment.

*Photo (L-R): Alexa Delwiche, Colleen McKinney, Joann Lo, Paula Daniels*

*Some of the team that advanced the 2012 Good Food Purchasing Program adoption in Los Angeles, pictured at the Power of Procurement Summit, which brought together leaders from across the country in 2019.*



but sometimes that is how change is made: one step at a time. It has also modeled the kind of collaboration and innovation we need to solve the most intractable challenges of our time. Tackling the climate crisis, racial injustice, and food insecurity, among other things, will require efforts like GFPP and others that build deep democratic engagement and make opaque systems more transparent, just, equitable, and accountable.

**Alexa Delwiche** is the Co-Founder and Executive Director of the Center for Good Food Purchasing.



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## INTRODUCTION

Ten years since the first release of the Good Food Purchasing Standards, we are pleased to present the Good Food Purchasing Standards 3.0. Then as now, we offer the Standards as one tool to help us realize our collective vision of a transparent and equitable food system, through the lens of public procurement.

As more and more people have joined and co-created this movement, the Good Food Purchasing Standards have evolved. The Standards 3.0 reflect the learnings of our many partners—with contributions from nearly 300 individuals and organizations in the Good Food Purchasing network during the drafting period and so many more over the course of the last five years. It also reflects the analysis of the [Anchors in Action Aligned Framework](#) process co-facilitated by the Center, Health Care Without Harm, and Real Food Generation.

The two previous versions of the Standards focused primarily on the outcomes of Good Food Purchasing Program implementation. If we've learned anything from our work together over the last decade, it's that outcomes are intrinsically linked to how the work happens: the ways in which an ecosystem of stakeholders with shared values work toward a shared vision, using shared data and shared decision-making. We've come a long way. The Standards 3.0 reflect this journey.

While some of what you'll read in the Standards 3.0 may be new, these are not new ideas. Many of the central elements included in Standards 3.0 embrace and reinforce [agroecological principles](#) such as co-creation, participation, sharing of knowledge, diversity, and responsible governance—approaches to agricultural production and food systems that have been practiced for thousands of years. When networked, prioritized, and adequately resourced, these approaches allow us to “build a new global food system based on participation, localness, fairness, and justice.”

“

*Visioning means imagining, at first generally and then with increasing specificity, what you really want... Vision without action is useless. But action without vision is directionless and feeble. Vision is absolutely necessary to guide and motivate. More than that, vision, when widely shared and firmly kept in sight, does bring into being new systems.*

—DONELLA H. MEADOWS

# SAMPLE AGREEMENT EXHIBIT D

## WHAT ARE THE STANDARDS?

The Standards are a scoring methodology and rating system by which the Center for Good Food Purchasing analyzes how institutional food purchasing aligns with values of the Good Food Purchasing Program. The Standards provide a framework to guide institutions, policymakers, and community-based organizations and grassroots coalitions in using public food dollars to support community values and reimagine a food system based on racial equity, transparency, and accountability.

The Standards are used by institutions to set goals and take actions that shift their purchases toward values-aligned suppliers and products. They are also used by policymakers and municipal leaders to guide strategy and communicate progress toward shared goals. And importantly, they are used by local grassroots coalitions to translate purchasing data into organizing and advocacy strategies that have a measurable impact on the lives of families and communities most impacted by food system injustice.



Photo: Grocery Walk with DC Greens

# SAMPLE AGREEMENT EXHIBIT D

## How are the Good Food Purchasing Standards different?

**The Good Food Purchasing Standards 3.0 reflect over a decade of learning and wisdom by hundreds of partners, gleaned through countless hours of experimenting, collaborating, sharing, and recalibrating. They build on a foundation laid in 2012 that has helped build community power, break silos, and create a culture shift toward Good Food values.**

One emblematic example of how our ability to collaborate has flourished over the last decade is the joint update process we undertook with the Anchors in Action alliance, composed of the Center for Good Food Purchasing, Health Care Without Harm, and Real Food Generation. Together, we developed aligned purchasing standards that speak in a unified voice and support movement building, thus unlocking our collective power.

Following the release of the Aligned Framework, we worked with our network to incorporate the Framework into the Standards as well as additional learnings about the ways in which prior versions of the Standards had been implemented in cities, regions, and institutions.

**01**

You will see a number of changes reflected through this update. First, the Standards 3.0 uplift the importance of how values-based procurement is implemented for meeting targets in the five value categories through the addition of Fundamental Strategies that cover the wide range of levers operators can use to impact purchasing outcomes:

- Community engagement, transparency, and accountability
- Professional development and employee wellness
- Menu and culinary
- Supplier (and supply chain) engagement
- Policy and procurement

**02**

The Standards 3.0 infuse the Good Food Purchasing Program's core principles of Equity, Accountability, and Transparency into requirements with things like:

- Targets for purchasing from local growers or producers of color.
- Required fundamental strategies targeted at supporting supplier diversification, public transparency and reporting, policy and contractual commitments to GFPP values and core principles, and community engagement.

**03**

They incorporate new strategies that reflect how institutions are actually implementing the values in practice, including hybrid strategies for:

- Increasing sustainable purchases and decreasing carbon and water footprints for meeting environmental sustainability goals.
- Increasing high animal welfare purchases while decreasing overall weight of animal products purchased to decrease animal lives in the supply chain.



# SAMPLE AGREEMENT EXHIBIT D

**04** They reflect an aim to deepen the impact of Valued Workforce standards on outcomes for workers by strengthening guidance around enforcement, including:

- Incorporation of contractual commitments by vendors to ensure compliance with international and domestic labor laws along their supply chains and a protocol for sanctions in the case of contractual non-compliance.
- Public reporting for food contracts and suppliers, including those with labor laws violations.
- Disqualifications for international human rights violations (including violation of the right to organize and use of forced, slave, and/or child labor).

**05** The Standards 3.0 expand Community Health and Nutrition requirements, including:

- Moving the target for purchasing animal products raised without routine use of antibiotics from Environmental Sustainability to Community Health and Nutrition based on the human and community health impacts associated with the misuse and overuse of antibiotics in animal agriculture.
- Adding a target for increasing whole and minimally processed food purchases over time.

**06** The Standards 3.0 include updated value category names to reflect current priorities and intent of the goals:

- Local and community-based economies
- Community health and nutrition

**We look forward to continuing on this path with you and welcome your feedback in improving this living, breathing tool for the benefit of everyone in our food system.**

# SAMPLE AGREEMENT EXHIBIT D

## GOOD FOOD PURCHASING PROGRAM RATINGS



### GOOD FOOD LEADER: **BRONZE**

*Bronze status will expire after 36 months if an institution has not conducted another assessment and an updated action plan within that time period, as institutions are encouraged to make progress toward Good Food Leader: Gold status.*

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and improvement over time
- ☐ Develop an action plan aimed at achieving Good Food Leader: Gold status



### GOOD FOOD LEADER: **SILVER**

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and commit to improvement over time
- ☐ Implement an action plan aimed at achieving Good Food Leader: Gold status
- ☐ Meet Equity, Accountability, and Transparency requirements
- ☐ Demonstrate progress toward minimum targets in each of the five value categories, including percentage purchasing or reduction targets
- ☐ Implement at least five additional strategies, including at least one in each value category



### GOOD FOOD LEADER: **GOLD**

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and commit to improvement over time
- ☐ Implement an action plan aimed at maintaining Good Food Leader: Gold status
- ☐ Meet Equity, Accountability, and Transparency requirements
- ☐ Meet all five value category minimum requirements, including percentage purchasing targets
- ☐ Implement at least ten additional strategies, including at least one in each value category

# SAMPLE AGREEMENT EXHIBIT D

## VALUE CATEGORY SUMMARY CHECKLIST

The following is a list of requirements in each value and principle of the Good Food Purchasing Program. An institution has reached Good Food Leader: Gold status when all of these requirements have been met.

### GOOD FOOD LEADER: GOLD CHECKLIST

OVERARCHING REQUIREMENTS	
<input type="checkbox"/>	Complete a Good Food Purchasing Program assessment
<input type="checkbox"/>	Commit to the reporting requirements and commit to improvement over time
<input type="checkbox"/>	Implement an action plan aimed at maintaining Good Food Leader: Gold status
<input type="checkbox"/>	Implement ten or more Additional Strategies, including at least one in each value category
EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS	
<input type="checkbox"/>	Report annually on progress towards fundamental strategies
<input type="checkbox"/>	Share purchasing data, assessments, purchasing targets, and/or implementation plans publicly
<input type="checkbox"/>	Dedicate staff time to community engagement
<input type="checkbox"/>	Develop a supplier/vendor diversification plan
LOCAL AND COMMUNITY- BASED ECONOMIES REQUIREMENTS	
<input type="checkbox"/>	Meet purchasing targets for local and community-based sourcing
<input type="checkbox"/>	Meet purchasing target for suppliers who have experienced negative systemic social and/or economic impacts (in year three and later)
<input type="checkbox"/>	Meet purchasing target for suppliers who identify as people of color (in year three and later)
ENVIRONMENTAL SUSTAINABILITY REQUIREMENTS	
<input type="checkbox"/>	Meet purchasing targets for sustainable sourcing and/or reduction targets for carbon and water footprint
<input type="checkbox"/>	Make and implement a plan to eliminate seafood products listed as "Avoid" by Monterey Bay Aquarium Seafood Watch
VALUED WORKFORCE REQUIREMENTS	
<input type="checkbox"/>	Meet purchasing targets for sourcing from fair suppliers
<input type="checkbox"/>	Ensure vendors and suppliers respect workers rights and comply with labor laws through contractual requirements and enforcement
ANIMAL WELFARE REQUIREMENTS	
<input type="checkbox"/>	Meet purchasing targets for sourcing high animal welfare products and/or reduction targets for weight of animal products sourced to divert animal lives from the food system
<input type="checkbox"/>	Serve plant-based entree options at each meal service
COMMUNITY HEALTH & NUTRITION REQUIREMENTS	
<input type="checkbox"/>	Increase whole/minimally processed food purchases
<input type="checkbox"/>	Purchase animal products raised without routine antibiotic usage
<input type="checkbox"/>	Meet checklist targets



### **EQUITY, ACCOUNTABILITY, AND TRANSPARENCY**

Strategies in this category have been identified based on their importance as part of implementing values-based procurement to create a more equitable, accountable, and transparent food system—the core principles of the Good Food Purchasing Program. There are also Additional Strategies across other value categories that reflect the core principles.





# SAMPLE AGREEMENT EXHIBIT D

## EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS

- +** Share purchasing data, assessment(s), purchasing targets, and/or implementation plans in a publicly accessible location with community members to facilitate engagement and transparency.
- +** Dedicate staff time to engaging with community members (including, but not limited to, people served by meal programs, food service workers, constituents, and local food businesses) in informing values-based purchasing decisions and processes. Community engagement may be measured in one or more of the following ways:

  - The creation of a position that includes community engagement around the Good Food Purchasing Program in the job description within the food service division.
  - Having a protocol in place for giving and receiving food service-related feedback via another department within the organization (e.g. a community relations department within a hospital system).
  - Obtaining a letter from a community-based coalition that affirms the existence of effective pathways for institutional engagement with constituents and impacted communities (e.g. students, food service workers)
- +** Have or develop a supplier/vendor diversification plan with goals that include reporting and accountability measures. Measures should be disaggregated by demographic group, including race and gender. Plan implementation should prioritize purchases and address barriers to entry for suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to<sup>1</sup>) women, veterans, persons with disabilities, and especially people of color, across all supply chains and to the greatest extent possible. Model strategies for addressing critical barriers include:

  - Adopting a supplier/vendor diversification policy with annual purchasing targets.
  - Supporting cost-sharing for approved value category programs, labels, and third-party certification and the administrative infrastructure to maintain them.
  - Helping businesses defray the cost of infrastructure needed to sell to institutions.
  - Allowing suppliers to bid on partial contracts.
  - Circulating solicitation opportunities publicly, hosting pre-bid meetings, and allowing for maximum response time.
  - Providing administrative support (i.e. filling out delivery and financial paperwork, providing easy-to-use record keeping platforms, printing, etc).
  - Developing payment timelines in coordination with small and mid-sized suppliers that meet their needs, set into policy, and follow through on payment deadlines.
  - Creating feedback loops between procurement staff and current or aspiring institutional suppliers owned and operated by people of color. Feedback loops should facilitate offering and receiving feedback on solicitations and procedures to inform continuous process improvement.
- +** Develop and implement comprehensive institutional policy(ies) that reflect community needs and values and prioritize transparency, racial equity, local economies, environmental sustainability, valued workforce, animal welfare, and community health and nutrition within their operations and food procurement. Ensure these institutional policies are embedded in agreements for contracted food services and that mechanisms are developed to ensure compliance and accountability through reporting and active contract management.<sup>2</sup>
- +** Report annually on progress toward additional [fundamental strategies](#).

<sup>1</sup> The Small Business Administration defines socially disadvantaged individuals as having "at least one objective distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar causes not common to individuals who are not socially disadvantaged. Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities.

<sup>2</sup> See Appendix C for Good Food Purchasing Policy Template.



## LOCAL AND COMMUNITY-BASED ECONOMIES

Vibrant and resilient regional economies allow communities to regain power in decision-making about their local food system and the land that supports it. When buying power remains within a regional economy—across production, processing, manufacturing, and distribution in a given region—it creates shorter, more resilient supply chains and the potential for a circular economy. In a circular economy, different sectors are mutually reinforcing.





# SAMPLE AGREEMENT EXHIBIT D

## LOCAL AND COMMUNITY-BASED ECONOMIES

To strengthen equity and resilience in a local economy, institutional procurement and related strategies should:

- Prioritize local suppliers, especially small and mid-sized farms, manufacturers, and food businesses that are privately, cooperatively, or nonprofit owned and operated within a 250 mile radius.
- Prioritize suppliers that are entrepreneurs of color and community members most impacted by current and historic economic marginalization.
- Leverage institutional buying power, infrastructure, financial resources, staff time, and land in support of community members, food producers, and food workers who have experienced negative systemic social and/or economic impacts.
- Build partnerships with community members to ensure that food products and menus reflect the interests and cultures of everyone they serve.
- Identify pathways for purchasing from small and community-based suppliers for products that can't be grown or harvested within the mileage limitations, such as seafood, coffee, cocoa, and sugar.

Photo: Austin Independent School District



# SAMPLE AGREEMENT EXHIBIT D

## LOCAL AND COMMUNITY-BASED ECONOMIES

### PURCHASING STRATEGIES

INITIAL	>>	YEAR 3	>>	YEAR 5
Purchase Local Food		Purchase Local Food and Prioritize Suppliers Who have Experienced Negative Systemic Social and/or Economic Impacts		

### SOURCING TARGETS

INITIAL	>>	YEAR 3	>>	YEAR 5
Of the total dollars spent annually on food products, local food sources contribute:		Meet Initial Targets		Of the total dollars spent annually on food products, local food sources contribute:
<p><b>5%</b> AT LEVEL 3 OR</p> <p><b>10%</b> AT LEVEL 2 OR</p> <p><b>15%</b> AT LEVEL 1</p>		<p><b>10%</b> of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.<sup>3</sup></p> <p><b>5%</b> of local qualifying food comes from suppliers who identify as People of Color.<sup>4,5,6</sup></p>		<p><b>15%</b> AT LEVEL 3 OR</p> <p><b>20%</b> AT LEVEL 2 OR</p> <p><b>25%</b> AT LEVEL 1</p> <p><b>15%</b> of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.<sup>7</sup></p> <p><b>10%</b> of local qualifying food comes from suppliers who identify as People of Color.<sup>8,9,10</sup></p>

GOOD FOOD PURCHASING PROGRAM

LOCAL AND COMMUNITY-BASED ECONOMIES

<sup>3</sup> See footnote 1.

<sup>4</sup> If an institution is operating in a state with People of Color (POC) farmers accounting for less than 5% of all farms (national average, 2017 USDA census) the institution may request an alternative purchasing threshold commensurate with the state's percentage of POC farms, as documented in the most recent USDA census (or alternative publicly available dataset).

<sup>5</sup> 5% sourced from people of color may be part of the 10% target above.

<sup>6</sup> Per input received via the Anchors in Action project, the Standards use "People of Color" when referring to all groups of racially subjugated people. When lifting up certain populations for a specific purpose the Center will refer to these populations as specifically as possible (e.g., Black, Somali, Indigenous, Latinx, Mexican, Asian, Hmong, Pacific Islanders, etc.).

<sup>7</sup> See footnote 1.

<sup>8</sup> See footnote 4.

<sup>9</sup> See footnote 5.

<sup>10</sup> See footnote 6.

# SAMPLE AGREEMENT EXHIBIT D

## QUALIFYING CRITERIA FOR LOCAL AND COMMUNITY-BASED ECONOMIES SOURCES<sup>11</sup>

LEVEL 1 <sup>12</sup>	LEVEL 2	LEVEL 3
<b>SCALE (revenue):</b> <ul style="list-style-type: none"> <li>• <b>Produce:</b> Very large scale operations (as per the USDA definition of farm size in the most recent <u>USDA Census of Agriculture</u><sup>13</sup>) &gt;\$5 million</li> <li>• <b>Other:</b><sup>14</sup> Very large-scale operations &gt;\$50 million<sup>15</sup></li> </ul>	<b>SCALE (revenue):</b> <ul style="list-style-type: none"> <li>• <b>Produce:</b> Large scale operations (\$1 million-\$5 million)</li> <li>• <b>Other:</b><sup>16</sup> Large-scale operations (\$20 million-\$50 million)</li> </ul>	<b>SCALE (revenue):</b> <ul style="list-style-type: none"> <li>• <b>Produce:</b> Medium scale operations &lt;\$1 million</li> <li>• <b>Other:</b><sup>17</sup> Medium scale operations &lt;\$20 million</li> </ul>
AND		
<b>OWNERSHIP:</b> Privately, cooperatively, or nonprofit owned and operated, or B Corp certified		
AND		
<b>LOCATION<sup>18</sup>:</b> Production location is within 250 miles (or 500 miles <sup>19</sup> for meat, poultry, and seafood)		



- <sup>11</sup> Supplier qualities (such as ownership demographics or structure) and product attributes that cannot be verified via certification, business registration, or public claims may also be verified through an approved Locally-Led Verification program proposal for qualifying suppliers. For more information on Locally-Led Verification, See Appendix G: Locally-Led Supplier Verification Pilot Program Guidance
- <sup>12</sup> Aggregated products (like dairy and produce) that 1) are purchased from an aggregator that qualifies for location and ownership criteria; and 2) are majority (75%+) supplied by suppliers (of any scale) that also qualify for location and ownership criteria, will qualify.
- <sup>13</sup> United States Department of Agriculture (January 2015).
- <sup>14</sup> Multi-ingredient products with ingredients that can be verified as majority local (50%+) will qualify. Credit will be weighted as follows:
- 100% credit if source farm qualifies
  - 66% credit if processor/shipper, but NOT source farm, qualifies
- <sup>15</sup> See Appendix A: Frequently Asked Questions for more information about revenue range for Level 1.
- <sup>16</sup> See footnote 13.
- <sup>17</sup> See footnote 13.
- <sup>18</sup> Institutions may submit an alternative geographic radius if they: meet ownership structure requirements; provide a justification that production capacity within 250 miles (500 miles for meat, poultry, and seafood) is insufficient to meet program goals; leverage an existing standard definition; and secure written approval from key stakeholders (diverse community coalition, student/patient council, or other existing stakeholder body).
- <sup>19</sup> See Appendix A: Frequently Asked Questions for more information about expanded local radius for animal products.



# SAMPLE AGREEMENT EXHIBIT D

Environmentally sustainable farms and food businesses build healthy ecosystems by improving soil health, increasing biodiversity, reducing the use of fossil fuel-based pesticides and fertilizers, and reducing the carbon and water footprint of food production—while advancing public health and worker safety. Environmentally sustainable fishing operations protect habitat, ensure wild sustainable fish stocks, and support traditional and local fishing economies—while advancing public health and worker safety. The promotion of climate-friendly diets and sustainably produced foods can reduce the environmental impact of our food system and incentivize the adoption of sustainable farming, fishing, ranching, and business practices.

## ENVIRONMENTAL SUSTAINABILITY



Photo: Coho salmon trolling in Southeast Alaska courtesy of DC02



# SAMPLE AGREEMENT EXHIBIT D

## ENVIRONMENTAL SUSTAINABILITY

Institutional procurement and related strategies focused on environmental sustainability and climate change mitigation create positive impacts throughout the supply chain (e.g. food production, processing, packaging, distribution, consumption, and disposal), including:

- + community health and universal rights to clean air and water;
- + the reduction or elimination of synthetic pesticides and fertilizers;
- + improved soil health and carbon sequestration;
- + reduced fossil fuel energy inputs and the protection of water resources;
- + biodiversity and ecological resilience;
- + reduced food waste;
- + reduced greenhouse gas emissions; and
- + the reduction or elimination of single-use plastics and other resource-intensive packaging.



# SAMPLE AGREEMENT EXHIBIT D

## ENVIRONMENTAL SUSTAINABILITY

### PURCHASING STRATEGIES

INITIAL

>>

YEAR 5

Purchase Environmentally Sustainable Food **and/or** Reduce Carbon and Water Footprint

### SOURCING TARGETS

INITIAL

>>

YEAR 5

**FOR ALL OPTIONS 1-3 BELOW:** Work with vendors to eliminate all purchases of wild-caught and farmed seafood listed as "Avoid" by Monterey Bay Aquarium Seafood Watch<sup>20</sup> so that no "Avoid" seafood is purchased by Year 3.

#### OPTION 1: Purchase Environmentally Sustainable Food

Of the total dollars spent annually on food products, environmentally sustainable food sources contribute:

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

**FOR ALL OPTIONS 1-3 BELOW:** By Year 3, and each subsequent year, no seafood purchased should be listed as "Avoid" by Monterey Bay Aquarium Seafood Watch.

#### OPTION 1: Increase Environmentally Sustainable Food Spend

Of the total dollars spent annually on food products, within five years, environmentally sustainable food sources contribute:

**15%** AT LEVEL 3 OR

**20%** AT LEVEL 2 OR

**25%** AT LEVEL 1

#### OPTION 2: Reduce Carbon and Water Footprint

**REDUCE 5% FROM BASELINE YEAR**

Reduce animal products<sup>21</sup> purchased to reduce carbon<sup>22, 23</sup> and water footprint<sup>24, 25, 26</sup> per meal served<sup>27</sup> by at least 5% from baseline year;<sup>28</sup>

**AND**

Perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in the waste stream and implement at least two source reduction approaches<sup>29</sup> that maximize food waste reduction and environmental benefits.<sup>30</sup>

#### OPTION 2: Reduce Carbon and Water Footprint

**REDUCE 25% FROM BASELINE YEAR**

Reduce carbon and water footprint of meat, poultry, cheese, non-milk dairy items, eggs, and fish purchases by at least 25% per meal served from the baseline year;

**AND**

Perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in the waste stream and implement at least three source reduction approaches that maximize food waste reduction and environmental benefits.

Continued on pg. 23

<sup>20</sup> 100% of seafood purchased should not be listed as 'Avoid' within 3 years of the baseline.

<sup>21</sup> Animal product refers to any products derived from an animal, including meat, poultry, eggs, and dairy.

<sup>22</sup> Carbon refers to "carbon equivalent" and includes GHG (carbon, methane, nitrous oxide) emissions to air.

<sup>23</sup> For the purposes of calculating carbon and water footprints, the baseline year is considered to be the first year that complete weight data is received.

<sup>24</sup> Refer to Table A for carbon and water footprint conversion factors and food types measured.

<sup>25</sup> See footnote 23.

<sup>26</sup> Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.

<sup>27</sup> "Per meal served" is included in this measure to serve as a denominator to control for any increases or decreases in the number of eaters at an institution. For institutions that are not able to provide a total number of meals, an alternative metric may be used including, but not limited to, the number of people served at an institution.

<sup>28</sup> Reduction is measured by pounds (lbs) of animal product purchased per meal served (using carbon and water conversion factors in Table A to determine carbon and water footprint).

<sup>29</sup> See Appendix I: Food Waste Audit and Source Reduction Strategy Guidance for more guidance.

<sup>30</sup> Complete baseline waste audit at applicable sites within the first year and align with EPA/USDA goal of 50% reduction from the baseline by 2030.

# SAMPLE AGREEMENT EXHIBIT D

## SOURCING TARGETS, CONTINUED

INITIAL	>>	YEAR 5
<p><b>FOR ALL OPTIONS 1-3 BELOW:</b> Work with vendors to eliminate all purchases of wild-caught and farmed seafood listed as “Avoid” by Monterey Bay Aquarium Seafood Watch<sup>31</sup> so that no “Avoid” seafood is purchased by Year 3.</p>		<p><b>FOR ALL OPTIONS 1-3 BELOW:</b> By Year 3, and each subsequent year, no seafood purchased should be listed as “Avoid” by Monterey Bay Aquarium <u>Seafood Watch</u>.</p>
<p><b>OPTION 3: Purchase Environmentally Sustainable Food and Decrease Carbon and Water Footprint</b> Of the total dollars spent annually on food products, environmentally sustainable food sources contribute:</p> <p><b>3% AT LEVEL 3 OR</b> <b>7% AT LEVEL 2 OR</b> <b>10% AT LEVEL 1</b></p> <p><b>AND</b> <b>REDUCE 3% FROM BASELINE YEAR</b></p> <p>Reduce carbon and water footprint by at least 3% from the baseline year <b>AND</b> perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in waste stream and implement at least two source reduction approaches<sup>32</sup> that maximize food waste reduction and environmental benefits.<sup>33</sup></p>		<p><b>OPTION 3: Increase Environmentally Sustainable Food Spend and Decrease Carbon and Water Footprint</b> Of the total dollars spent annually on food products, within five years, environmentally sustainable food sources contribute:</p> <p><b>8% AT LEVEL 3 OR</b> <b>12% AT LEVEL 2 OR</b> <b>15% AT LEVEL 1</b></p> <p><b>AND</b> <b>REDUCE 15% FROM BASELINE YEAR</b></p> <p>Reduce carbon and water footprint by at least 15% from baseline year <b>AND</b> perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in waste stream and implement at least three source reduction approaches<sup>34</sup> that maximize food waste reduction and environmental benefits.<sup>35</sup></p>

ENVIRONMENTAL SUSTAINABILITY

TABLE A: Conversion Factors for Carbon and Water Footprint<sup>36,37</sup>

Food Type	lb CO2 equivalent/lb edible	Blue + Green gallons H2O/lb edible
Beef	41.35	2,263
Cheese	8.91	5,605*
Pork	9.83	1,796*
Turkey, Other Poultry	4.40	660*
Chicken	4.40	660*
Fish (farmed)	4.98	3,691*
Milk	2.23	628*
Butter	11.43	628*
Yogurt	2.98	628*
Eggs	3.66	585

31 See footnote 20.

32 See footnote 28.

33 See footnote 29.

34 See footnote 28.

35 See footnote 29.

36 Poore and Nemecek (2018).

37 See Appendix A: Frequently Asked Questions for more information about carbon and water footprints, conversion factors, and methodology.

GOOD FOOD PURCHASING PROGRAM



# SAMPLE AGREEMENT EXHIBIT D

## QUALIFYING CRITERIA FOR ENVIRONMENTAL SUSTAINABILITY SOURCES CERTIFICATIONS AND SUPPLIER/PRODUCT ATTRIBUTES<sup>38</sup>

LEVEL 1	LEVEL 2	LEVEL 3
<ul style="list-style-type: none"> <li>American Grassfed</li> <li>Animal Welfare Approved by A Greener World</li> <li>Aquaculture Stewardship Council (accepted for farmed kelp/seaweed only)</li> <li>Bee Better</li> <li>Best Aquaculture Practices (accepted for farmed mollusks only)</li> <li>Certified Grassfed by A Greener World</li> <li>Equitable Food Initiative</li> <li>Global G.A.P. - GGN label (accepted for farmed mollusks and kelp/seaweed)</li> <li>Marine Stewardship Council</li> <li>Responsible Fisheries Management Certified Sustainable</li> </ul>	<ul style="list-style-type: none"> <li>Land to Market Verified</li> <li>Food Alliance</li> <li>Linking Environment and Farming</li> <li>Rainforest Alliance</li> <li>Salmon Safe</li> </ul>	<ul style="list-style-type: none"> <li>Agriculture Justice Project*</li> <li>Bird Friendly*</li> <li>Certified Naturally Grown*</li> <li>Demeter Certified Biodynamic</li> <li>Grasslands Alliance</li> <li>Real Organic Project*</li> <li>Regenerative Organic*</li> <li>Sustainably Grown Certified</li> <li>USDA Organic</li> <li>USDA Transitional Organic *</li> </ul>

### CERTIFICATION LOGOS



\* All have USDA Organic as a base for their certification programs.

<sup>38</sup> Qualifying institutional suppliers with no existing third-party certification may also be verified via an approved Locally-Led Verification program. For more information on Locally-Led Verification, See Appendix G: Locally-Led Supplier Verification Pilot Program Guidance.



# SAMPLE AGREEMENT EXHIBIT D

ENVIRONMENTAL SUSTAINABILITY



Photo: Brooklyn Grange rooftop farm production



# SAMPLE AGREEMENT EXHIBIT D

Farm and food chain workers have the right to freedom of association; to organize a union; and to bargain collectively, free from reprisal, for livable wages and safe and healthy working conditions. Food businesses that uphold and implement principles of workers' rights; cooperative ownership; democratic decision-making; and migrant, racial, and gender justice help to ensure that food workers can live and work with dignity.

**VALUED WORKFORCE**





# SAMPLE AGREEMENT EXHIBIT D

## VALUED WORKFORCE

Institutional procurement and related strategies focused on a valued workforce ensure that all food workers, from farm to cafeteria, are:

- + Provided a dignified livelihood, which includes respect for the right to organize; safe and healthy working conditions; and living wages.
- + Empowered to advocate on their own behalf, without fear of reprisal.

Opaque and complex food supply chains make worker exploitation invisible. Data sharing, public reporting, worker enforceable accountability, and direct (rather than subcontracted) hire by suppliers are all strategies that institutions can reinforce through their food procurement. These practices help build fair, transparent, and equitable food supply chains.



# SAMPLE AGREEMENT EXHIBIT D

## VALUED WORKFORCE

### SOURCING TARGETS

INITIAL

>>

YEAR 5

#### Purchase food from suppliers with valued workforces

Of the total dollars spent annually on food products, within five years, valued workforce food sources contribute:

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

AND

Ensure vendors and suppliers respect workers rights and comply with labor laws through contractual requirements and enforcement.\*\*\* See pg. 29

#### Increase food spend from suppliers with valued workforces

Of the total dollars spent annually on food products, within five years, valued workforce food sources contribute:

**15%** AT LEVEL 3 OR

**20%** AT LEVEL 2 OR

**25%** AT LEVEL 1

AND

Ensure vendors and suppliers respect workers rights and comply with labor laws through contractual requirements and enforcement.\*\*\* See pg. 29

### QUALIFYING CRITERIA FOR FOR VALUED WORKFORCE SOURCES VALUED WORKFORCE CERTIFICATIONS, PROGRAMS, AND SUPPLIER ATTRIBUTES

SECTOR	LEVEL 1	LEVEL 2	LEVEL 3
FARMS	<ul style="list-style-type: none"> <li>Equitable Food Initiative</li> <li>Fair Trade International<sup>39</sup></li> </ul>	<ul style="list-style-type: none"> <li>Food Justice Certified by the Agricultural Justice Project</li> <li>Fair Food Program</li> <li>Milk With Dignity</li> </ul>	<ul style="list-style-type: none"> <li>Union Contract<sup>40</sup></li> <li>Worker-owned co-op</li> </ul>
PROCESSING, MANUFACTURING, AND DISTRIBUTION			<ul style="list-style-type: none"> <li>Union Contract<sup>41</sup></li> <li>Worker-owned co-op</li> </ul>

#### CERTIFICATION LOGOS



<sup>39</sup> Coffee, sugar, and cocoa only.

<sup>40</sup> e.g. Familias Unidas por la Justicia, FLOC, International Brotherhood of Teamsters, United Farm Workers, United Food and Commercial Workers, Service Employees International Union, UNITE HERE.

<sup>41</sup> See footnote 40.

# SAMPLE AGREEMENT EXHIBIT D

## \*\*\*IN ORDER TO QUALIFY:

Ensure vendors and all suppliers in the food supply chain, to the farm level, respect the freedom of association of workers, farmers, ranchers, and fishers. Ensure vendors and all suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as respect the right to organize a union as recognized in the United Nations' Declaration of Human Rights and as implemented through the core standards of the International Labour Organization (ILO), which include:

1. The right to freedom of association, to organize a union, and to bargain collectively free from reprisal for better wages and working conditions.
2. The elimination of all forms of forced or compulsory labor.<sup>42</sup>
3. The abolition of child labor.
4. The elimination of discrimination with respect to employment or occupation.

This is evidenced by:

1. **In all solicitations and contracts following a baseline assessment, vendors agree to comply with and ensure companies in their supply chains comply with international and domestic labor laws** (including state and local) in countries where they produce goods and services.
2. **All solicitations and contracts following a baseline assessment include a policy or protocol for sanctions when a vendor and/or its supplier is out of compliance with international and/or domestic labor laws.** This includes the institution's right to refuse a bid or contract and/or terminate a contract based on a violation of the contractual agreement.<sup>43</sup>
3. **To facilitate monitoring and enforcement, the institution will:**
  - a. Provide annual reporting in an online, publicly accessible location of current food contracts and suppliers, purchasing records, assessments or audits, and vendor and/or supplier labor violations known to the institution.
  - b. Administer sanctions<sup>44</sup> in alignment with program labor compliance reporting and/or when a coalition, student group, community advisory council, or comparable partner brings evidence of a supplier worker rights and/or labor law violation and requests that the institution take action.
  - c. Establish a relationship and regular communication channels with constituents (e.g. a local coalition, student group, community advisory council, or comparable partner).
4. **If any vendor or supplier is found to be:**
  - a. in violation of workers' right to organize<sup>45</sup>;
  - b. using slave or forced labor, including prison labor;
  - c. using child labor;
  - d. maintaining a pattern of serious, willful, repeated, and/or pervasive health and safety and/or wage and hour and/or other applicable local, state, or federal law violations; or
  - e. retaliating against any whistleblowers, including workers, who report on worker rights and/or labor law violations;

**AND** has not rectified the violations within one year from the time that the vendor was notified, the vendor or supplier will be disqualified from all value categories.<sup>46</sup>

<sup>42</sup> For the purposes of food procurement standards, prison labor is considered to be forced labor. Food produced using the labor of incarcerated people in institutional supply chains shall not qualify for credit. In the case that the Good Food Purchasing Program is being used as a tool for harm reduction in a carceral facility (e.g. improving food quality, palatability, and choice), separate consideration may be made for food produced, prepared, and/or served on site.

<sup>43</sup> See Appendix J: Labor Law Compliance Contracts and Enforcement for more guidance.

<sup>44</sup> See Appendix J: Labor Law Compliance Contracts and Enforcement for examples of potential sanctions.

<sup>45</sup> Workers' right to organize and bargain collectively is protected by the National Labor Relations Act. Employer interference with this right is considered an Unfair Labor Practice.

<sup>46</sup> This may be enforceable at the program level regardless of the presence of a contractual agreement between the vendor and the institution.



# SAMPLE AGREEMENT EXHIBIT D

Animal welfare encompasses all aspects of animals' wellbeing and high animal welfare is achieved when animals' physical, mental, and behavioral needs are met throughout their lives. This can be understood through the five domains of animal wellbeing: nutrition, physical environment, health, behavioral interaction, and mental/affective state.

## ANIMAL WELFARE

Farms and ranches with high animal welfare practices ensure responsible care and stewardship of farmed animals that also create positive impacts for the health of surrounding communities and ecosystems.





# SAMPLE AGREEMENT EXHIBIT D

## ANIMAL WELFARE

Institutional procurement and related strategies focused on high animal welfare ensure that animals' wellbeing and needs are centered from birth to slaughter. Two critical pathways pursued in tandem can help our food system center high animal welfare and reduce the number of animals raised in the food supply chain:

- + sourcing from farmers and ranchers who are practicing high animal welfare; and
- + reducing the amount of animal products purchased and served by shifting towards plant-based foods.



# SAMPLE AGREEMENT EXHIBIT D

## ANIMAL WELFARE

### PURCHASING STRATEGIES

- Purchase High Animal Welfare Products
- Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

### SOURCING TARGETS

INITIAL

>>

YEAR 5

**FOR ALL OPTIONS 1-3 BELOW:** Institution offers and promotes plant-based entrée options at every meal.<sup>47</sup>

#### OPTION 1: Purchase High Animal Welfare Products<sup>48</sup>

Of the total dollars spent annually on food products, high animal welfare food sources contribute:

- 5% AT LEVEL 3 OR
- 8% AT LEVEL 2 OR
- 10% AT LEVEL 1

#### OPTION 1: Increase Weight of High Animal Welfare Products

Of the total dollars spent annually on food products, within five years, high animal welfare food sources contribute:

- 10% AT LEVEL 3 OR
- 15% AT LEVEL 2 OR
- 20% AT LEVEL 1

#### OPTION 2: Reduce Total Weight of Animal Products Sourced<sup>49</sup> to Reduce Number of Animal Lives Per Meal Served<sup>50</sup>

**REDUCE 15% FROM BASELINE YEAR**

Institution reduces the total weight of animal product sourced per meal by 15% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>51,52</sup>

#### OPTION 2: Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

**REDUCE 35% FROM BASELINE YEAR**

Institution reduces the total weight of animal products sourced per meal by 35% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>53, 54</sup>

Continued on pg. 33

<sup>47</sup> Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.

<sup>48</sup> High animal welfare products may include poultry, beef, pork, eggs, and dairy.

<sup>49</sup> Animal products include beef, pork, seafood (excluding seaweed and kelp) and freshwater animals, poultry, eggs, and dairy.

<sup>50</sup> See Appendix A: Frequently Asked Questions for more information about animal product reduction measurements and methodology.

<sup>51</sup> Weight is measured in lbs.

<sup>52</sup> Weight of animal products sourced should stay the same or decrease across all individual animal product types.

<sup>53</sup> See footnote 51.

<sup>54</sup> See footnote 52.

# SAMPLE AGREEMENT EXHIBIT D

## SOURCING TARGETS, CONTINUED

INITIAL

>>

YEAR 5

**FOR ALL OPTIONS 1-3 BELOW:** Institution offers and promotes plant-based entrée options at every meal.<sup>55</sup>

### OPTION 3: Purchase High Animal Welfare Products AND Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

Of the total dollars spent annually on food products, high animal welfare food sources contribute:

**3%** AT LEVEL 3 OR

**5%** AT LEVEL 2 OR

**8%** AT LEVEL 1

AND

**REDUCE 10% FROM BASELINE YEAR**

Institution reduces the total weight of animal product sourced per meal by 10% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>56,57</sup>

### OPTION 3: Purchase High Animal Welfare Products AND Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

Of the total dollars spent annually on food products, within five years, high animal welfare food sources contribute:

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

AND

**REDUCE 22% FROM BASELINE YEAR**

Institution reduces the total weight of animal product sourced per meal by 22% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>58,59</sup>

ANIMAL WELFARE

**TABLE B: Conversion Factors for Animal Lives per Pound Consumed**

Animal Product Type	Total Lives per Pound Consumed <sup>60</sup>
Beef	0.0014
Chicken	0.3015
Milk	0.0000
Cheese	0.0002
Butter	0.0004
Yogurt	0.0001
Egg	0.0740
Fish	1.0284
Pork	0.1900
Crab	0.6699
Shrimp	42.7751
Turkey	0.0399

GOOD FOOD PURCHASING PROGRAM

<sup>55</sup> Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.

<sup>56</sup> See footnote 51.

<sup>57</sup> See footnote 52.

<sup>58</sup> See footnote 51.

<sup>59</sup> See footnote 52.

<sup>60</sup> Numbers include both direct animal lives and indirect animal lives per pound consumed. Indirect animal lives accounts for any animal lives that went into feed and lives lost during the production process.

# SAMPLE AGREEMENT EXHIBIT D

## QUALIFYING CRITERIA FOR HIGH ANIMAL WELFARE SOURCES<sup>61</sup>

	LEVEL 1	LEVEL 2	LEVEL 3
<b>DAIRY</b> Milk, Yogurt, Cheese, etc	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane</a></li> <li>• <a href="#">Global Animal Partnership: Step 2</a></li> <li>• <a href="#">Regenerative Organic Certified: Bronze*</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">100% Grassfed by Pennsylvania Certified Organic (PCO)</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Certified Grassfed by A Greener World***</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 4, 5, &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified: Silver &amp; Gold**</a></li> </ul>
<b>EGGS</b>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Barn Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 1 &amp; 2</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Free Range, Seasonal Pasture Raised, and Pasture Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 3, 4, &amp; 5</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Global Animal Partnership Step 5+</a></li> </ul>
<b>POULTRY</b> Chicken, Turkey, and Other Poultry	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Step 2</a></li> <li>• <a href="#">Certified Humane - Barn Raised</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Free Range and Pasture Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership Steps: 4, 5 &amp; 5+</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Regenerative Organic Certified<sup>62</sup></a></li> </ul>
<b>BEEF</b> Cattle and Calves	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 1 &amp; 2</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> <li>• <a href="#">Certified Humane</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">100% Grassfed by Pennsylvania Certified Organic (PCO)*</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 4, 5 &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Certified Grassfed by A Greener World***</a></li> </ul>
<b>PORK</b>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane</a></li> <li>• <a href="#">Global Animal Partnership: Steps 1 &amp; 2</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Global Animal Partnership: Steps 4, 5 &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> </ul>
<b>CERTIFICATION LOGOS</b>			

<sup>61</sup> If and when OLPS (Organic Livestock & Poultry Standards) are implemented and required within the USDA Organic program, and provided that they are adequately beneficial for animal welfare, the Good Food Purchasing Standards will be updated to include USDA Organic at the appropriate tier(s) per species.

<sup>62</sup> See Appendix A: Frequently Asked Questions for more information about the Regenerative Organic Certification for poultry.



# SAMPLE AGREEMENT EXHIBIT D

ANIMAL WELFARE





# SAMPLE AGREEMENT EXHIBIT D

Supporting communities in shaping their food environment with culturally relevant, nourishing foods improves health and wellbeing, ensures food sovereignty, and builds resilience to withstand and recover from economic and environmental disruptions.

## COMMUNITY HEALTH AND NUTRITION



Photo: New York State Black Farmers Skillshare with Food for the Spirit



# SAMPLE AGREEMENT EXHIBIT D

## COMMUNITY HEALTH AND NUTRITION

Institutional procurement and related strategies focused on community health and nutrition promote healthy and resilient communities. Institutions act in partnership with their communities to improve health as they promote and expand access to nutritious food relevant to the people they serve. Institutions prioritize procuring whole or minimally processed<sup>63</sup> foods, including vegetables, fruit, and whole grains; and serving plant-forward foods, which honor communities' food traditions and protect against food-related chronic disease.

*Note: Different institution types may have differing abilities to directly impact community health and institutions serve different populations that may have varying health and nutritional needs.*

<sup>63</sup> Whole or minimally processed foods are defined by the NOVA classification system as group 1 foods. For more on Levels of Processing, see Appendix M: Levels of Processing Definitions.



Photo: Learning in the community garden with DC Greens

# SAMPLE AGREEMENT EXHIBIT D

## COMMUNITY HEALTH & NUTRITION

### PURCHASING STRATEGIES

- Increase the amount of whole or minimally processed foods purchased
- Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes

### SOURCING TARGETS

INITIAL

>>

YEAR 5

**Increase the amount of whole or minimally processed foods purchased:<sup>64</sup>**

**INCREASE 5% FROM BASELINE YEAR**

**AND**

**Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:<sup>65,66</sup>**

**40% OF CHICKEN PRODUCTS**

**15% OF ALL OTHER ANIMAL PRODUCTS**

**AND**

**Earn 51% of Nutrition Checklist points**  
See checklist on pgs 39-40

**Increase the amount of whole or minimally processed foods purchased:<sup>67</sup>**

**INCREASE 25% FROM BASELINE YEAR**

**AND**

**Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:**

**75% OF CHICKEN PRODUCTS**

**30% OF ALL OTHER ANIMAL PRODUCTS**

**AND**

**Earn 80% of Nutrition Checklist points**  
See checklist on pgs 39-40

<sup>64</sup> See footnote 63.

<sup>65</sup> See Appendix A: Frequently Asked Questions for more information about the placement of this target in Community Health & Nutrition.

<sup>66</sup> See Appendix A: Frequently Asked Questions for the definition of routine antibiotic usage. The Center for Good Food Purchasing may consider approval of additional narrowly defined, non-customary uses of certifications or programs upon request from community organizations (e.g. coalitions or food policy councils).

<sup>67</sup> See footnote 63.

# SAMPLE AGREEMENT EXHIBIT D

+2

## HIGH PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

Items with HIGH PRIORITY Designation are Worth TWO POINTS PER ITEM Met

### HEALTHY PROCUREMENT

<input type="checkbox"/>	1	Develop and implement a nutritional policy that covers all prepared and packaged foods using the Federal Food Service Guidelines or a higher standard. <sup>68</sup>
<input type="checkbox"/>	2	If meat is offered, reduce purchases of red and processed meat by 5% from the baseline year. <sup>69</sup>
<input type="checkbox"/>	3	Vegetables account for at least 15% of purchases by weight. Fruits, vegetables, whole grains, legumes, nuts, and seeds account for at least 50% of total food purchases by weight. <sup>70</sup>
<input type="checkbox"/>	4	All individually portioned food items contain ≤ 480 mg sodium per serving; <sup>71</sup> Purchase “low-sodium” (≤ 140 mg sodium per serving) whenever possible; or commit to implementing a sodium reduction plan for food and beverage purchases.
<input type="checkbox"/>	5	Added sugars (including natural and artificial sweeteners) in individually portioned food items should be no more than 10% of Daily Value per serving (or 5g per serving); or commit to implementing an added sugar reduction plan for food and beverage purchases. <sup>72</sup>

### HEALTHY FOOD SERVICE ENVIRONMENT

<input type="checkbox"/>	6	Healthy beverages <sup>73</sup> make up the majority <sup>74</sup> of beverage options offered. If healthy beverages account for at least 50% of beverage options offered, one point will be earned.
<input type="checkbox"/>	7	Offer free drinking water at all meals and throughout building(s), including water fountains and refillable water bottle stations.
<input type="checkbox"/>	8	Offer whole or minimally-processed plant-based <sup>75</sup> main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious plant-based main dish to anyone who requests it.

### HEALTH EQUITY

<input type="checkbox"/>	9	Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color, with the goal of increasing food security for these communities. <sup>76</sup>
<input type="checkbox"/>	10	Food service patrons and employees have access to healthy meals <sup>77</sup> with adequate time to eat <sup>78</sup> during their shifts or meal time.
<input type="checkbox"/>	11	Higher education and healthcare institutions conduct an annual survey on food insecurity. <sup>79</sup> Aggregate, anonymized results are shared publicly to inform strategies to address food insecurity. <sup>80</sup>

68 Food Service Guidelines for Federal Facilities, pages 13–14.

69 See Appendix K: Strategies and Resources for Plant-Based Menuing for examples.

70 Identified products can be fresh, frozen, canned, or dried without added sugars or high sodium content.

71 With the exception of the following foods:

- Sodium Standards for Purchased Food.
- Canned and frozen seafood: ≤ 290 mg sodium per serving.
- Canned and frozen poultry: ≤ 290 mg sodium per serving.
- Sliced sandwich bread: ≤ 180 mg sodium per serving.
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas): ≤ 290 mg sodium per serving.
- Cereal: ≤ 215 mg sodium per serving.
- Canned or frozen vegetables: ≤ 290 mg sodium per serving.
- Recommend “reduced” sodium (per FDA definition) sauce and other condiments.
- Recommend purchasing cheese: ≤ 215 mg sodium per serving.

72 Institution will receive full credit for meeting the targets; institution will receive partial credit if an added sweetener reduction plan is in place.

73 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. See Appendix A: Frequently Asked Questions for more information about the definition of a healthy beverage.

74 100% for most institutions; 75% for higher education, corrections, and healthcare.

75 See Appendix A: Frequently Asked Questions for the definition of plant-based foods.

76 See Appendix L: Implementation Guidance for Community Health and Nutrition for examples of qualifying initiatives.

77 For free or for purchase.

78 Adequate time to eat must be 20 minutes of seated time or longer.

79 For higher education, the survey includes the campus community, including students, staff, and faculty. For healthcare, the survey includes staff and patients.

80 See footnote 76.

# SAMPLE AGREEMENT EXHIBIT D



## PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

Items with **PRIORITY** Designation are Worth **ONE POINT PER ITEM** Met

### HEALTHY PROCUREMENT

<input type="checkbox"/>	<b>12</b>	If juice is purchased, all juice purchased is 100% fruit juice <sup>81</sup> with no added sweeteners and vegetable juice is low sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <10 ounces for adults and children aged 7-18, and <4 ounces for children aged 1-6.
<input type="checkbox"/>	<b>13</b>	<p>If dairy milk is offered, dairy milk purchased is fat-free, low-fat or reduced fat dairy milk<sup>82</sup> with no added sweeteners (including natural and artificial sweeteners).</p> <ul style="list-style-type: none"> <li>Where meals are served (schools, hospital patients, corrections), 100%<sup>83</sup> of dairy milk meets the criteria above.</li> <li>Where meals are sold (cafeterias, cafes, vending), at least 75% of dairy milk meets criteria above.</li> </ul> <p>Low fat or nonfat options are available for other dairy products.</p>
<input type="checkbox"/>	<b>14</b>	At least 50% of grain products purchased are whole grain rich. <sup>84</sup>
<input type="checkbox"/>	<b>15</b>	Offer minimally-processed, plant-based alternatives where dairy products are offered (milk and other dairy). <sup>85</sup>
<input type="checkbox"/>	<b>16</b>	Develop and implement a purchasing policy and program to eliminate food additives including artificial coloring and flavoring. <sup>86</sup>

### HEALTHY FOOD PREPARATION

<input type="checkbox"/>	<b>17</b>	Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming). Limit the use of deep frying to whole/minimally-processed foods (e.g. plantains) and eliminate the use of frozen or prepared items that are deep fried upon purchase.
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### HEALTHY FOOD SERVICE ENVIRONMENT

<input type="checkbox"/>	<b>18</b>	All combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative AND offer fresh fruit or a non-fried vegetable as a side option.
<input type="checkbox"/>	<b>19</b>	<p>Adopt one or more product placement strategies such as:</p> <ul style="list-style-type: none"> <li>Prominently feature fruit, non-fried vegetables, and/or water in high-visibility locations.</li> <li>Display healthy beverages in eye level sections of beverage cases (if applicable).</li> <li>Remove ultra-processed foods<sup>87</sup> from checkout register areas/point-of-purchase (if applicable).</li> </ul>
<input type="checkbox"/>	<b>20</b>	Healthy food and beverage items are priced competitively or even favorably compared with non-health promoting alternatives.

<sup>81</sup> 100% fruit juice diluted with water and no added sweeteners also qualifies.

<sup>82</sup> See Appendix A: Frequently Asked Questions for more about the types of dairy included.

<sup>83</sup> Exceptions can be made for patient meals in hospital settings if approved by a healthcare provider.

<sup>84</sup> See Appendix A: Frequently Asked Questions for the definition of whole grains.

<sup>85</sup> See Appendix A: Frequently Asked Questions for more information about plant-based milk alternatives.

<sup>86</sup> See Appendix A: Frequently Asked Questions for more information about food additives.

<sup>87</sup> See Appendix M: Levels of Processing Definitions for the definition of ultra-processed food.



# SAMPLE AGREEMENT EXHIBIT D

COMMUNITY HEALTH AND NUTRITION



Photo: Kids watering kale in a community garden with DC Greens



# SAMPLE AGREEMENT EXHIBIT D

## ADDITIONAL STRATEGIES

Additional Strategies are the policies or practices of an institution that are aligned with the goals of each value category, but which may not be evident in purchasing records.

### LOCAL AND COMMUNITY- BASED ECONOMIES STRATEGIES

At least 5% of local food is grown/raised or processed within 50 miles of the institution.

At least 5% of local food is purchased directly from small and mid-sized<sup>88</sup> (Level 3) independent<sup>89</sup> family farms and ranches.

Partner with local suppliers to express intent to purchase in ways that minimize risk to small and mid-size suppliers by engaging in advance planning or contracting and/or establishing MOUs.

At least 5% of local food is purchased directly from cooperative, food hub, or independent farmer-owned businesses.

At least 25% of food is purchased from a locally owned and operated distributor.

At least 15% of seafood is purchased from a community-based fishery.<sup>90</sup>

At least 1% of food purchased is composed of internationally-grown products produced by small-scale farmers and farmer-owned cooperatives (if internationally-grown products are purchased).<sup>91</sup>

Contract with a locally owned and operated food service management company.

Develop purchasing relationships with farms, ranches, and food businesses that are owned and operated by people of color but fall outside the local radius.

Support community-driven opportunities for local farms and food businesses to market their products on institutional campuses, including vending, catering, farmers markets, or farm stands.

Invest resources (money, infrastructure, or staff capacity) in community organizations supporting access to land, capital, and market access for suppliers who are people of color and other economically impacted populations.

Continued on pg. 45

<sup>88</sup> Sizes refer to definitions provided in the Local and Community-Based Economies value category.

<sup>89</sup> See Appendix A: Frequently Asked Questions for the definition of independent family farm.

<sup>90</sup> See Appendix A: Frequently Asked Questions for the definition of community-based fisheries. Verified purchases from community-based fisheries qualify for credit in this strategy, but not toward local purchasing thresholds.

<sup>91</sup> Qualifying certifications: Small Producers Symbol, Fair for Life, Fairtrade International (coffee, sugar, and cocoa only), membership in Fair Trade Federation or World Fair Trade Organization, and coffee imported through Cooperative Coffees. Verified purchases from certified fair suppliers qualify for credit in this strategy but not toward local purchasing thresholds.



# SAMPLE AGREEMENT EXHIBIT D

## LOCAL AND COMMUNITY- BASED ECONOMIES STRATEGIES CONTINUED

Support or partner with organizations that promote the education, apprenticeships, and other training in ecological and regenerative agriculture for suppliers, including food service.

Make land or infrastructure available (via lease, cooperative agreements, or other means) in quantity or scale such that it supports the development and growth of farmers, ranchers, fishers, and other food businesses owned by a diversity of people of color and other economically and socially impacted communities.

Work with local/state agricultural marketing efforts to support farmers and ranchers in the region through institutional purchasing and product promotion.

Develop and promote resources to support small and mid-sized local suppliers of color to finance MWBE (Minority or Women-owned Business Enterprises) and food safety certification(s).

Invest in initiatives that promote job growth or business ownership opportunities for socially or economically impacted<sup>92</sup> communities and entrepreneurs.<sup>93</sup>

Examples of qualifying initiatives include:

- Establish a contract, MOU, or other formal partnership to purchase food from a community-serving business/organization with a stated mission that includes providing jobs to people with barriers to employment such as those transitioning from homelessness, incarceration, substance abuse, or foster care.
- Collaborate with unions to establish paid apprenticeship programs along all segments of the food supply chain.
- For new facilities development, create a Community Benefits Agreement that considers the workforce, community development, and the environmental impact of the development.
- Establish a formal hiring policy that prioritizes hiring local residents who have barriers to employment.
- Establish a contract, MOU, or other formal partnership to purchase food from a worker-owned cooperative that has a stated mission to serve, or is majority-owned by, disadvantaged populations.
- Support workforce development, including apprenticeships, in the food industry for disadvantaged or vulnerable populations through scholarships for employees who participate in career pathway training programs or hire new employees directly from a workforce training program.

<sup>92</sup> See footnote 1.

<sup>93</sup> Food or monetary donations for charitable causes do not count.

# SAMPLE AGREEMENT EXHIBIT D

## ENVIRONMENTAL SUSTAINABILITY STRATEGIES

Offer whole or minimally-processed, plant-based main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious, plant-based main dish to anyone who requests it.

Utilize the lower three [EPA Food Recovery Hierarchy](#) tiers (animal feed, industrial uses, and composting) for any remaining food waste.

Use reusable food serviceware whenever possible (e.g. cafeteria, to-go, patient tray, catering, or other retail outlets).

For those areas where disposables are needed, purchase certified commercially compostable single use food serviceware (e.g. certified by Biodegradable Products Institute) AND compost these items.

Eliminate plastic bottles and replace them with filtered tap water, providing reusable cups or bottles.

Work with vendors to reduce the amount of packaging on food products (e.g. replacing cardboard packaging in their food deliveries with reusable crates, which are then returned to the supplier).

Offer a variety of products in bulk such as:

- dried products (nuts and cereals), fruit, and bread stored in large self-serve bins or as bulk grab-n-go items;
- single-use condiment packets replaced with larger, refillable containers; and
- milk.

Offer price incentives for customers that bring their own coffee cups or food containers (if applicable).

Help small or mid-sized ecologically sustainable producers of color to finance approved environmental sustainability certifications.

Work with vendors and suppliers to source underutilized<sup>94</sup> species of seafood.

Use marketing and education programs to promote climate-friendly diets and ecologically sustainable food and farm businesses.

<sup>94</sup> See Appendix A: Frequently Asked Questions for more information about underutilized seafood.

# SAMPLE AGREEMENT EXHIBIT D

## VALUED WORKFORCE STRATEGIES

Implement a policy that sets direct and contractor food worker wages at a local living wage or city/regional prevailing wage, whichever is higher. The policy should afford workers a living income based on a reasonable number of hours worked.

Sign a union contract with food service workers or have one already in place (both those directly hired and employees of a subcontracted food service company).

Implement a Labor Peace policy that requires that all food service vendors have a labor peace agreement with a labor union.

Help small, mid-sized, and/or biodiverse producers and food businesses of color to finance approved Valued Workforce programs and labels.<sup>95</sup>

Source products from suppliers with a union contract that implement an enhanced worker health and safety program certified by the union.<sup>96</sup>

Collaborate with unions to implement paid apprenticeships for workers in the food system.

## ANIMAL WELFARE STRATEGIES

Employ strategic marketing to highlight suppliers with high animal welfare practices. Examples include short bios, map markers, pictures illustrating the farm; or information about the farm's qualifying certification program(s).

Engage in dedicated plant-based and/or plant-forward meal planning and promote plant-based and/or plant-forward meal options with the goal of enticing eaters.

Help small, mid-sized, and/or biodiverse producers and ranchers of color to finance approved Animal Welfare certifications.

## COMMUNITY HEALTH AND NUTRITION STRATEGIES

Make nutritional information and ingredient lists for each item available.

Implement community health, food, and nutrition education programming. Examples of qualifying initiatives include:

- interactive/educational food-growing garden programs;
- district-wide required food and nutrition curriculum; and
- farm/processing site visits to regional producers.

Develop and implement a worksite wellness program that includes nutrition education for employees.

<sup>95</sup> A local labor union should be engaged to ensure workers are represented in the process.

<sup>96</sup> Criteria for an accepted enhanced worker health and safety program should include:

1. A union contract to ensure enforceability.
2. Any and all workers in the certified workplace have the right to stop operations when anything is "out of normal operations," free from reprisal.
3. A strong, well-trained, and engaged safety and health committee to oversee implementation, in which at least two thirds of the committee members are union members, while allowing for appropriate management membership and participation. Additionally:
  - all committee members must meet minimum training standards;
  - the committee must be made up of a diverse cross section of departments; and
  - there must be consistent reporting of all injuries and illnesses.
4. A strong evaluation process to learn if, and in what ways, the presence of the safety and health committee led to improvements in safety at the location.

# SAMPLE AGREEMENT EXHIBIT D

## IMPLEMENTATION SUPPORT

In many ways, the Good Food Purchasing Standards 3.0 ask us to stretch and grow our collective understanding of values-based procurement and reflect on the role each of us in the Good Food Purchasing Program network play to support successful implementation.

The appendices include concrete definitions and high level implementation guidance on specific recommendations within the Standards to support this learning journey. We have also aggregated in-depth tools, resources, case studies, and more in an online Action Planning Toolkit to further support implementation.

As we invest, learn, and respond together as stakeholders, these sites and the Center's programming overall will continue being updated with new resources, success stories, and avenues for peer learning and collaboration.

### APPENDICES:

- [Appendix A: Frequently Asked Questions](#)
- [Appendix B: Anchors in Action Framework and Project Website](#)
- [Appendix C: Good Food Purchasing Policy Template](#)
- [Appendix D: Core Principles: Racial Equity, Climate Justice, and Food Sovereignty](#)
- [Appendix E: Fundamental Strategies](#)
- [Appendix F: Product Category Definitions](#)
- [Appendix G: Locally-Led Verification Pilot Description and Process](#)
- [Appendix H: Grower Affidavit for Environmental Sustainability](#)
- [Appendix I: Food Waste Audit and Source Reduction Strategy Guidance](#)
- [Appendix J: Labor Law Compliance, Contracts, and Enforcement Guidance](#)
- [Appendix K: Strategies and Resources for Plant Based Menuing](#)
- [Appendix L: Implementation Guidance for Community Health and Nutrition](#)
- [Appendix M: Levels of Processing Definitions](#)
- [Appendix N: Examples of Qualifying Programming and Initiatives for Additional Strategies](#)
- [Appendix O: Strategies for Improving Data Quality](#)
- [Appendix P: Additional Implementation Resources and Guidance](#)

# SAMPLE AGREEMENT EXHIBIT D

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# SAMPLE AGREEMENT EXHIBIT D



**CENTER**  
FOR  
GOOD FOOD PURCHASING

© 2023 Center for Good Food Purchasing

Back cover photo: The Common Market distribution in Chicagoland,  
courtesy of Chicago Food Policy Action Council

Front cover photo: San Francisco Unified School District

# SAMPLE AGREEMENT EXHIBIT E

ORDINANCE NO. 187718

An ordinance adding a new Article 27 to Chapter 1, Division 10 of the Los Angeles Administrative Code relative to the reduction of single-use plastics, including reusable alternatives, zero-waste events, facilities, and related matters.

## THE PEOPLE OF THE CITY OF LOS ANGELES DO ORDAIN AS FOLLOWS:

Section. 1. A new Article 27 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

### CHAPTER 1, ARTICLE 27

#### ZERO WASTE CITY FACILITIES AND EVENTS ON CITY PROPERTY

##### Sec. 10.53. Legislative Findings and Purpose.

A. **Findings.** The City Council hereby finds and declares as follows:

1. The City of Los Angeles recognizes that, as a city government, it is a large consumer of goods and producer of waste, including its consumption of food or beverages and related Foodware and Foodware Accessories. The City holds a proprietary interest in its own activities and in activities of those using or operating in City facilities or on City Property, including lessees and permittees. Furthermore, the City recognizes the ways that these activities taking place in City facilities or on City Property can positively or negatively affect the environment.

B. **Purpose.** This article is adopted to accomplish the following purposes:

1. The City shall adopt zero waste policies by specifying ways for eliminating the use of Single-use plastics, including banning Expanded Polystyrene Foodware products and Single-use or Disposable containers at City facilities or events on City Property. Food and beverage providers operating on City Property can and should be required to supply reusable containers and shall permit customers to use their own reusable Foodware or Foodware Accessories. The City can effectuate positive environmental change in its proprietary capacity in additional ways by reducing food waste through rescue or recovery of Surplus Edible Food, participating in use of blue bins for recyclables, and using green bins for food waste and food-contaminated paper Foodware.

2. The City shall promote its zero waste policies by requiring mandatory provisions in contracts associated with use of or operations in City facilities or on City Property by Food or Beverage Providers.

# SAMPLE AGREEMENT EXHIBIT E

## Sec. 10.53.1. Definitions.

The following definitions shall apply throughout this article:

- A. **"City"** means the City of Los Angeles.
- B. **"Contract"** means any agreement, franchise, lease, application, permit, or concession related to use, occupancy, or operation in any City Facility or on City Property as a Food or Beverage Provider.
- C. **"Contractor"** means any Person with a Contract as defined in this article.
- D. **"City Event"** means any event hosted or organized by the City, or any of its officers, offices, or departments, that takes place in a City Facility or on City Property.
- E. **"City Facility"** means all structures owned, operated, controlled, or maintained by the City.
- F. **"City Property"** means all real property owned, operated, controlled, or maintained by the City.
- G. **"Community Event"** means an event as defined by the California Retail Food Code Section 113755 or any successor section.
- H. **"Designated Administrative Agency" or "DAA"** means the Department of Public Works, Bureau of Sanitation.
- I. **"Disposable"** means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- J. **"Expanded Polystyrene" or "EPS"** means molded Expanded Polystyrene, a rigid closed cell foam plastic labeled as "#6" plastic or resin. EPS also is referred to as "foam" and "Styrofoam"™.
- K. **"Food or Beverage Provider"** means a Contractor that sells or otherwise provides food or beverages for consumption on or off its premises, and includes, but is not limited to, a shop, sales outlet, restaurant, bar, pub, coffee shop, coffee stand, juice and/or smoothie bar, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, farmers market, theater, mobile food truck, roadside stand, kiosks, carts, concession stand, vending machine operator, or a Vendor (as defined in Section 42.13 of the

# SAMPLE AGREEMENT EXHIBIT E

Los Angeles Municipal Code or any successor provision) or any organization, group, or individual that provides food or beverages.

L. **“Food Rescue Organization”** means any Person that performs food recovery services by collecting edible food that would otherwise go to waste and redistributing it consistent with applicable laws and regulations.

M. **“Food Scraps”** means solid waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food Scraps include, but are not limited to, excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food Scraps do not include liquids or large amounts of fat, oils, or grease and meats which are collected for rendering, fuel production, or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly, and is accepted for donation by a charitable organization, or any food collected to feed animals in compliance with applicable regulations.

N. **“Foodware”** means plates, bowls, cups, serving dishes, containers, or any other item in which a food or beverage product is served.

O. **“Foodware Accessory”** means any item that accompanies a food or beverage served in Foodware, including, but not limited to, items defined in Section 196.01 of the Los Angeles Municipal Code (LAMC) or any successor provision: Utensils, Condiment Packets, Disposable Plastic Drinking Straws and all other Disposable drinking straws, stirrers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup or bowl lids, cup sleeves, and beverage trays.

P. **“Person”** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Q. **“Pre-Consumer Food Scraps”** means Food Scraps from the preparation of food or beverages.

R. **“Prepackaged Meals/Food Items”** means food or beverages that are prepackaged in Foodware.

S. **“Post-Consumer Food Scraps”** means Food Scraps remaining following consumer consumption of prepared food or beverages, including, but not limited to, remnants on or in Foodware.

# SAMPLE AGREEMENT EXHIBIT E

T. **“Rules and Procedures”** means the rules and procedures relating to zero waste policies promulgated by the DAA for waste prevention at City Facilities and events held on City Property to promote source reduction and reuse and/or recycling, and mandate requirements for executing Contracts under this article.

U. **“Single-use”** means Disposable.

V. **“Surplus Edible Food”** means food that is edible and intended for people to eat, including food not sold because of appearance, age, freshness, grade, size, and includes, but is not limited to, prepared foods, packaged foods, or produce.

## **Sec. 10.53.2. Mandatory Provisions Pertaining to City Facilities and City Events on City Property.**

A. Notwithstanding any other provision of this Code or the LAMC to the contrary, every Contract shall include provisions obligating the Contractor to comply with the City's zero waste policies.

1. Mandatory provisions shall include:

(a) **Donation of Surplus Edible Food to a Food Rescue Organization.** The Contractor must make advance arrangements with a Food Rescue Organization and donate to a Food Rescue Organization any Surplus Edible Food that will not be stored for later sale, or that will not be given to the Contractor's employees or volunteers, whether for off-site or on-site (dine-in) consumption. Depending on the regularity of the production of Surplus Edible Food, the Contractor shall make arrangements with the Contractor-selected Food Rescue Organization at the appropriate frequency, as determined by the Contractor for donations of Surplus Edible Food. Donation of Surplus Edible Food shall be consistent with applicable laws and regulations, including an exception for Community Events. The Contractor may not dispose of Surplus Edible Food, except as prohibited by applicable law or regulation.

(b) **Recycling of Food Scraps.** Contractors must deposit Pre-Consumer Food Scraps and Post-Consumer Food Scraps into designated collection bins as provided by the City. The Rules and Procedures shall identify acceptable Pre-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, all Food Scraps, including raw and cooked meat and bones. The Rules and Procedures shall identify acceptable Post-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, bread, coffee grounds, dairy, fish, fruit, meat, vegetables, all-paper tea bags, and food

# SAMPLE AGREEMENT EXHIBIT E

or beverage contaminated paper products. Contractors who deposit disallowed items in any designated collection bins shall be subject to a liquidated damage for contamination of \$50 for each collection bin contaminated by the Contractor. This contamination liquidated damage may be deducted from any deposit as permitted under applicable law, or as invoiced by the City. Contractors are encouraged to utilize all portions of foods that they prepare, such as vegetable and fruit foliage, stems, and peels, rather than disposing these items.

(c) **Meal Portion Sizes.** Contractors shall offer half portions, child portions, and a la carte options and avoid garnishes that are not commonly eaten.

(d) **No Disposable Foodware.**

(1) Contractor shall not provide Disposable Foodware for dine-in meal service or catered service. Contractors may permit purchase by customers of reusable, to-go Foodware (i.e., through a vending machine or other similar food container system).

(2) Contractor shall use only recyclable or compostable Foodware for to-go service. Recyclability and/or compostability shall be determined as specified in the Rules and Procedures.

(3) For all meal service, Contractors shall dispense or serve beverages in reusable or recyclable cups, or in recyclable bottles or cans made of glass, metal, or recyclable plastic. When practicable and in the discretion of the Contractor, the Contractor may dispense beverages in their original bottles and cans.

(4) Contractors shall allow customers to provide their own reusable and clean Foodware.

(5) Contractors shall not provide water in plastic bottles or in Disposable cups. Contractors shall provide hydration or bottle refill stations.

(e) **No Disposable Foodware Accessories.** Contractor shall not provide Disposable Foodware Accessories, except as otherwise provided in this article.

(1) Contractors shall serve any Condiments in dispensers, such as manual or electric pump dispensers or their equivalent.



# SAMPLE AGREEMENT EXHIBIT E

(2) For dine-in meal service or catered service, Contractors shall use only reusable (i.e., washable and cleanable) napkins and tablecloths. Contractors shall not provide Disposable napkins or tablecloths at dine-in meal service or catered service.

(3) Contractors may provide Disposable napkins for take-out, but any Disposable paper napkins shall be unbleached and contain a minimum of 30% post-consumer recycled content. The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(f) **No EPS.** Contractors shall not use EPS Foodware or EPS products of any kind.

(g) **Incentives to Customers of Dine-in Service.** Contractors who provide dine-in service shall provide incentives to customers for dine-in or on-site food consumption by allowing reusable Foodware and Foodware Accessories. Contractors shall offer a discount to customers who provide their own reusable Foodware for beverages or for food. Contractors shall inform customers of any such discounts consistent with the Rules and Procedures.

(h) **Recycling Program Participation.** Contractors must offer a recycling collection program (i.e., recycling bins and foodwaste bins) identical to the City's curbside residential and City facilities recycling programs, as specified in the Rules and Procedures.

(i) **Restroom Supplies.** Contractors shall equip any restrooms accessible to customers with electric hand dryers, to the extent feasible, and by no later than January 1, 2025. If the City provides composting or other processing of used restroom paper towels, then in any restrooms accessible to customers of Contractors, Contractors shall collect and separate used paper towels from other restroom sanitary waste for depositing into designated collection bins, or deliver the used paper towels to designated sites, for composting consistent with the Rules and Procedures. In any restrooms accessible to customers, Contractors shall provide hand soap in refillable containers.

(j) **Signage by DAA.** The Rules and Procedures shall include sample language Contractors can use to explain the rationale for various waste prevention measures for use on signs, menus, and other communications mechanisms, as determined by the Contractor. The

# SAMPLE AGREEMENT EXHIBIT E

Rules and Procedures will specify how and where Contractors must display information or signage about zero waste measures.

(k) **Composition of Paper Requirements for Informational Literature.** Contractors who distribute informational literature (i.e., brochures, flyers) printed on paper, including, but not limited to, Community Events or catered events, shall use recyclable paper that contains a minimum of 30% postconsumer recycled content and shall include text on the printed paper that refers to the percentage of postconsumer content, such as "Printed on paper that contains 30% postconsumer recycled content" or "Contains 30% postconsumer recycled content." The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(l) **Requirements for Composition of Promotional Items.**

(1) Contractors may only provide promotional items that are functional, including, but not limited to, rulers, plate scrapers, pencil sharpeners, or reusable shopping bags.

(2) Contractors shall not provide any promotional items made of plastic or any synthetic fabric.

(m) **No Disposable Plastic Carry-out Bags for Certain Establishments.** Contractors who are not "stores" as defined by California Public Resources Code Section 42280 or any successor provision shall not provide to customers plastic bags, or bags that are made wholly or partially of synthetic fabrics, including recycled PET plastic. Contractors may provide or sell to customers Disposable paper bags and/or reusable cloth bags.

B. All Contractors who enter into Contracts with the City shall include mandatory provisions specified in the Rules and Procedures in all subcontracts awarded for work to be performed under the Contract with the City.

C. Failure of the Contractor to comply with the requirements of this article shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, the termination of the Contractor's Contract with the City.

D. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

# SAMPLE AGREEMENT EXHIBIT E

## **Sec. 10.53.3. Administration.**

The DAA shall administer the requirements of this article. The DAA shall promulgate Rules and Procedures consistent with this article for the implementation of the provisions of this article.

## **Sec. 10.53.4. Application of this Article.**

The provisions of this article shall apply to all Contracts and amendments to Contracts entered on or after January 1, 2023, or after the effective date of this article, whichever is later.

## **Sec. 10.53.5. Severability.**

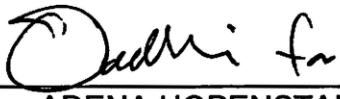
If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any Person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.

# SAMPLE AGREEMENT EXHIBIT E

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
ADENA HOPENSTAND  
Deputy City Attorney

Date 12/7/22

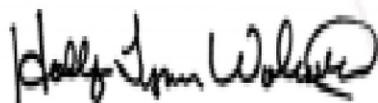
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[M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\ORDINANCES - FINAL YELLOW\Ordinance REVISED Zero Waste City facilities and events - LAAC 10.53 et seq.docxDocument file path]

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed December 6, 2022

Approved 12/10/2022

Posted Date: 12/14/2022  
Ordinance Effective Date: 01/23/2023

Form Gen. 87 (R. 4/09)

## City of Los Angeles

Orig. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

Department Reporting

Recreation and Parks

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I - PERSONAL DATA**

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX  <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER

**PART II - ACCIDENT/INJURY**

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN?  <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

**PART III - WITNESSES**

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

**PART IV - STATEMENT OF INJURED PARTY OR WITNESS**

21.
-----

**PART V - EMPLOYEE FILING REPORT**

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

Print Form

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Attn: Concessions Unit  
P.O. Box 86328  
Los Angeles, CA 90086-0610**

**REMITTANCE ADVICE FORM  
CITYWIDE SEASONAL HOLIDAY EVENTS CONCESSION**

LOCATION: \_\_\_\_\_  
PERIOD COVERED: From: \_\_\_\_\_

To: \_\_\_\_\_

CATEGORY	GROSS SALES	Less	SALES TAX	Less	NO COMMISSION SALES	=	NET SALES	x	REVENUE SHARING RATE	=	AMOUNT DUE
Sales: TICKETING, MERCHANDISE, FOOD/BEV IF APPLICABLE	\$ -		\$ -		\$ -		\$ -		%		#VALUE!
	\$ -		\$ -		\$ -		\$ -				\$ -
	\$ -		\$ -		\$ -		\$ -				\$ -

Utilities:

Late Rent Fee:

All payments are due by the 15th calendar day of each month for the previous month.

\$ -

#VALUE!

**SUB-TOTAL DUE:**

Explain:

Adjustments\*:

\$ -

\*NOTE: All adjustments and/or amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

#VALUE!

**TOTAL AMOUNT  
DUE:**

I hereby certify that this is a true and correct record of the period stated above:

Signature: \_\_\_\_\_

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



(Rev. 05/18)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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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### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

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### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

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### Pollution Liability: No

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### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

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**Crime Insurance: No**

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**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

(Rev. 05/18)

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

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## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

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WC and EL Other:

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### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$2000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

---

### Pollution Liability: No

---

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

---

**Crime Insurance: No**

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**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

## SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1 NAME OF FACILITY		DATE OF OCCURRENCE	TIME	A.M.	P.M.
2 SUBJECT OF REPORT					
3 EXACT LOCATION OF OCCURRENCE					
4 DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY					
5					ESTIMATE OF DAMAGES
6 LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)					
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE	DEPT. NO	SERIAL NO	APPROX. VALUE	
7					TOTAL \$0.00
8 IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION					AMOUNT
9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL \$0.00
10 WHO DISCOVERED LOSS? NAME		TITLE	DATE	TIME	A.M. P.M.
11 HOW WAS ENTRANCE GAINED?					
12 WHO SECURED BLDG PRIOR TO OCCURENCE? NAME		TITLE	DATE	TIME	A.M. P.M.
13 WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER					
14 HAS A WORK ORDER BEEN INIT IATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER					
15 PERSONS INVOLVED <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT					
NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16 IF VEHICLE INVOLVED YEAR MAKE		LICENSE NO	OWNERS NAME, ADDRESS AND INSURANCE CO		
17 GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY					
18. REPORT SUBMITTED BY:		NAME	TITLE	DATE	

**INSTRUCTIONS:** This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

ADDITIONAL CONTRACT TERMS & ICE RINK SPECIFICATIONS FOR  
PERSHING SQUARE ICE RINK HOLIDAY EVENT

The following terms are in addition to the terms of the AGREEMENT and all references to AGREEMENT shall include the AGREEMENT as well as these additional terms and ice rink specifications included in this Exhibit J.

1. CONCESSION AND PREMISES AREA DEFINED

The Concession area is the Pershing Square, within the amphitheater area at 532 South Olive Street, Los Angeles, CA 90013. Pershing Square is identified in this AGREEMENT will include the areas represented by ATTACHMENT A.

2. NAME OF CONCESSIONAIRE (CONCESSIONAIRE)

A. CONCESSIONAIRE is granted authorization to facilitate the establishment, design, production and operation of the Holiday Ice Rink at Pershing Square.

This Special Event will generally take place from the first Friday AFTER Halloween, through the Monday Martin Luther King Holiday, and will have an ice-skating rink, rental booth, feature food trucks, amplified music, various booths and merchandise.

The event set-up for the first year will be as follows: Friday, November 7, 2025 at 6:00am through Wednesday, November 19, 2025 at 11:59pm

That the Ice Rink will be open for public use according to the following schedule:

1. November 20, 2025, until December 14, 2025;
  - 11:30 a.m. – 9:30 p.m.; Sunday through Thursday
  - 11:30 a.m. – 11:00 p.m.; Friday & Saturday
2. December 15, 2025, until January 3, 2026;
  - 11:30 a.m. to 11:00 p.m.; Daily
3. January 4, 2026, until January 11, 2026;
  - 11:30 a.m. – 9:30 p.m.; Sunday through Thursday
  - 11:30 a.m. – 11:00 p.m.; Friday & Saturday
4. Holiday operating hours; 11:30 a.m. until 9:30 p.m.
  - Thanksgiving Day, November 27, 2025
  - Christmas Eve, December 24, 2025
  - Christmas Day, December 25, 2025
  - New Year's Eve, December 31, 2025
  - New Year's Day, January 1, 2026

The dates for the event set-up and operations for years two and three shall be coordinated with the RAP contact stated herein Section 9 below on or before October 1<sup>st</sup> of each year.

B. CONCESSIONAIRE will provide one (1) month prior to the event, production and/or plot plans acceptable to the Los Angeles Department of Recreation and Parks (DEPARTMENT) and adhere to the following event components, see ATTACHMENT B:

1. An ice-skating surface that measures sixty (60) feet by one-hundred (120) feet, including a dasher board system made of clear Lexan and aluminum (hereinafter referred to as "Ice Rink"). Concessionaire shall begin installing Ice Rink on November 7, 2025, and shall complete installation no later than November 19, 2025. The Ice Rink shall open for public use from November 20, 2025, through January 11, 2026;
2. A platform that measures ninety-five (95) feet by twenty (20) feet attached to the Ice Rink (hereinafter referred to as "Party Area Platform") to be available to public or corporate patrons through advance reservation, with 10% of gross revenue (encompassing the special venues such as filming, parties, special events, and other such activities) being paid to the Department at the end of the season. For record keeping, a duplicate tape will be used for accounting purposes.
3. Concessionaire shall begin installing Party Area Platform on November 7, 2025, and shall complete installation no later than November 19, 2025.
4. The Party Area Platform shall be available for public or corporate use by November 20, 2025, to January 11, 2026
5. Concessionaire must remit 10% of all canopy rentals.
6. Support equipment for the Ice Rink including, but not limited to header-boards, ice machine, and hoses that are able to cover a distance of up to one-hundred (100) feet between the ice machine and Ice Rink floor;
7. Ice resurfacing equipment (hereinafter referred to as "Ice Re-surfacer") and services. Ice Rink shall be resurfaced by the Concessionaire as-needed to maintain the Ice Rink skating surface in a condition suitable and safe for public use;
8. Supervision of installation, maintenance, resurfacing, and removal of the Ice Rink to be provided for up to twelve (12) hours each day, by qualified Ice Technicians provided by the Concessionaire;
9. A clean leveled scaffold deck surface (free of chemical leakage) on which the Ice Rink will be installed. For the purposes of this clause, "level" shall be defined as a difference of no more than one-quarter (1/4) of an inch between the heights of each end of the scaffold deck surface, assuming the scaffold deck surface measures one-hundred (100) feet in length;
10. A temporary office to be used for the operation of the ice skate rental service;
11. A sound system for atmosphere, public address, and announcements with decibels that comply with City code;
12. Lighting system to be installed in the Ice Rink area for crowd safety and evening atmosphere;
13. Will provide any support services needed such as, security, maintenance, recreation, alcohol vendor. All staff must be City of Los Angeles approved



- staff and/or vendors;
14. Will provide security guards for Concession Area on a 24/7 basis and must use GSG Protective Services or a private security agency, such agency must be registered and approved by the Los Angeles Police Commission. Concessionaire shall employ such registered security officers in sufficient numbers to coordinate and supervise civilian security personnel as required by the Department of Recreation and Parks Alcoholic Beverage Policy with a least one uniformed security officer inside the contained area at all times during the event;
  15. Will provide maintenance and remove trash for the Concession Area throughout the season/Contract Term;
  16. Parking must be arranged with the Pershing Square Garage Manager or outside parking vendor;
  17. Provide portable toilets for rink staff within the ice rink area;
  18. Concessionaire Financial Responsibilities:
    - a. Abatement
    - b. Water
    - c. Water hook-up
    - d. Electrical Fees
    - e. Electrical hook-up
    - f. Electrical equipment (cabling, adaptors, manpower)
    - g. Engineer
    - h. Use of table, chairs, and bike racks
    - i. Use of facility, additional use
    - j. Use of stage by contract only (will require prior request)
    - k. Safety signage and safety fencing around; water hook-ups, water tubs, and electrical distribution boxes
    - l. Safety fencing that completely covers the water tub
    - m. Audio equipment and engineers
    - n. Department staff including overtime
    - o. Proper disposal of ice within forty-eight (48) hours of the conclusion of operations on January 11, 2026
    - p. Security inside the rink during ice rink operating hours
  19. Weekly summary reports with supporting documentation of gross receipts generated at the Ice Rink to be completed on a daily basis with daily and weekly summaries, based on price schedule, see ATTACHMENT D. The weekly summary reports must be accompanied with the daily cash register receipts. The reports shall include the following information:
    - Number of group rate admissions
    - Number of skate rentals
    - Number of free skate passes redeemed
    - Number of “eight packs” redeemed

- Number of skate rentals provided as part of the exclusive use of ice rink and facility rental-exclusive use fees
  - Public or corporate Party Area Platform gross sales
20. To retain the integrity of finances the Department is at liberty to audit Concessionaire's financial records upon reasonable notice.
21. Coordination, booking, and scheduling of talent to appear at HOLIDAY ICE RINK opening ceremonies held on November 20, 2025.
22. Marketing and Advertising Requirements;
- a. Concessionaire may use the terms "City of Los Angeles Department of Recreation and Parks" or "Pershing Square" on social media, such as websites, Facebook, Twitter, Instagram, etc. Websites and any social media will be reviewed by the Department. Any requested changes by the Department are to be implemented by Concessionaire within an expedient time frame. Department (Pershing Square) is not responsible for marketing the ice rink other than special event notices.
  - b. Concessionaire will provide forty-eight (48) total Sponsor-Dasher Boards. Thirty-six (36) will be used by Concessionaire and twelve (12) will be given to the Department at no cost.
  - c. All sponsor packets affecting the area outside the immediate Rink perimeter must be reviewed by the Department and will be charged according to Pershing Square Rates and Fees.
23. Will provide a small area for the sale of socks, gloves, hats, shirts, cameras, and souvenirs. Concessionaire will pay the Department 20% of the gross revenue of the above items at the end of the season;
24. The consumption of alcoholic beverages is permitted with the following conditions:
- a. Will be required to obtain all City of Los Angeles permits which will be reviewed by Department staff prior to the start of sales.
  - b. Concessionaire must use City contracted vendor for all alcohol sales.
  - c. Concessionaire will pay the Department 20% of alcohol sales as required by Department Rate and Fees. Concessionaire will be allowed to keep 100% of food sales which will be reinvested in the operations of the ice rink, for the purpose of benefitting the community and the Department.
25. Will pay the Department 10% of the gross income of ticket pricing for full attendance, which includes admission at the end of the season. The total sum due to the Department to be paid 30 days from the last day of operation;
26. Sponsor Requirements;
- a. Sponsors may not conflict with the current year-round Pershing Square Sponsors.

- b. No food vendors or sponsor vendors may come onto the Pershing Square venue for sales of any kind without permission from the Department.
  - c. Any vendors that want to highlight their products may be permitted through the Department Permit Policy below:
    - Any sponsor or vendor brought onto the ice rink footprint with the intent of selling food, alcohol, and/or goods will be required to pay Department Permit Rates and Fees. The sponsor will work directly with the Department and pay fees to the Department. Any deviation or changes will be approved only by the Executive Management with the Special Operations Branch.
  - d. Vendor will work activations and programs around facility scheduled programs.
27. Will provide a total of 2,225 free ice-skating tickets for the community;
- a. 300 free ice skating for the community members attending the Holiday Ice Rink Opening and Tree Lighting Ceremony on Thursday, November 20, 2025 from 5pm-7pm;
  - b. 900 free ice skating for community members attending the Winter Holiday Festival on Saturday, December 20, 2025 from 6pm-9pm;
28. Any community entities that have had programming in the past on the ice rink must make their own arrangements with the Concessionaire;
29. Will use the following guidelines for load-in and/or load-out (including vehicles on the venue, intermediate vehicles driving onto the venue, and removal of ice rink); all vehicles must park in Pershing Square's parking lot to bring or remove equipment as needed. (Contracted service vehicles that have a need to park on the premises must enter on the Olive and 5<sup>th</sup> Street entrance and have a City approve placard.);

C. CONCESSIONAIRE will provide and design, production and/or plot plans are subject to approval by the DEPARTMENT and where mandated, by the Los Angeles Fire Department and the Department of Building and Safety.

D. CONCESSIONAIRE must request and be issued a Division 5 - LAFD Permit.

E. DEPARTMENT shall review and approve websites and advertisements for content (excluding creative) regarding the Holiday Ice Rink prior to distribution. CONCESSIONAIRE must comply with the City's sign ordinance and shall limit sign size not to exceed 42"X30".

F. The DEPARTMENT shall provide:

- 1. Electrical power. The Department shall provide 480 Volt Delta Service with ground, in compliance with applicable Codes, 3 phase, 400 amps per phase. Power shall be within fifty (50) feet of the Ice Machine, connected and disconnected. Department shall also provide one (1) 20 Amp 110V single phase line to off load equipment;

2. Sufficient electricity for the operation of the skate-rental office trailer and lighting system to be used at the Ice Rink;
3. Water supply at the Concessionaire's expense at a pressure of sixty (60) pounds per square inch for the Ice Machine and Ice Re-surfacer;
4. Billing statement(s) for electricity and water will be provided to the Concessionaire;
5. Security for Pershing Square venue, however not specifically for the Concession area (rink);
6. Ambiance lighting will be provided at Pershing Square;
7. Administration of permits for any filming done at the Ice Rink. Permits to film at the Ice Rink shall be arranged in conjunction with the Film L.A. Inc., the Department's Film Office, and the Pershing Square Recreation office. Filming activity done at the Ice Rink will only be allowed upon prior approval from the Department. The Concessionaire may grant permission to any individual or entity to film at the Ice Rink once the City permit policies have been fulfilled;
8. Will produce a one-day Department event, "Winter Holiday Festival," on Saturday, December 20, 2025;
9. Will conduct special events and activities outside of Concession area at any time;
10. Will provide portable toilets, toilets that meet American with Disabilities Act (ADA) requirements.

### 3. USE OF CONCESSIONS AREA

A. Permission to temporarily design, produce and operate the Holiday Ice Rink at Pershing Square.

CONCESSIONAIRE shall not make, nor permit to be made, any alterations, modifications or improvements to or of the Concession Area, other than what is mentioned above.

CONCESSIONAIRE shall not construct any structures on the Concession Area without first obtaining the written consent of the DEPARTMENT. CONCESSIONAIRE must submit all proposed plans to the person named in Condition No. 6 for review and written approval prior to any work being performed at the Concession Area. Once approved, any proposal for modifications thereof shall be submitted and approved in the same manner prior to construction.

B. Compliance with Applicable Laws

All work shall be done in accordance with the building requirements, laws and regulations of the City of Los Angeles, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act, as amended, 42 U.S. Section 12101 et seq. and of all other agencies having jurisdiction over such work and all matters related to it.

C. Cost of Permits and Installation

CONCESSIONAIRE shall be responsible for the full cost of said temporary installation including the cost of obtaining all necessary building, utility, and other required permits associated with their temporary work and installation.

#### D. Mechanics' Liens

CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any property of the City, or against the City, and CONCESSIONAIRE expressly covenants and agrees to hold the DEPARTMENT free and harmless from any and all claims or liens resulting from any labor or material furnished in connection with any work at the Concession Area as contracted and authorized by CONCESSIONAIRE.

#### 4. TERM

The Agreement will become effective upon receipt by the Department of an executed original of the Agreement. The Agreement will remain in effect after execution until January, 2028. Should it become necessary to change the scope of work authorized in this Agreement, Concessionaire will notify Department in writing and request approval of the proposed change. All correspondence will be sent to the addressee listed in Condition No. 9. This Agreement is subject to termination at any time by either party with written notification.

#### 5. FEES AND COSTS

CONCESSIONAIRE agrees to pay the Department of Recreation and Parks as described in Condition No. 2 of the agreement. Payment of revenue due to the DEPARTMENT as described in Condition No. 2. The total sum due to the Department to be paid 30 days from the last day of operation.

#### 6. DEPARTMENT AUTHORITY

CONCESSIONAIRES shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by the DEPARTMENT and cooperate fully with DEPARTMENT employees in the performance of their duties.

The DEPARTMENT representative is Cesar Valera, Special Operations Branch, Special Events Coordinator and can be reached at (213) 847-4970 or via email at [cesar.valera@lacity.org](mailto:cesar.valera@lacity.org). CONCESSIONAIRES shall coordinate all work with said representative upon receipt of this Concession.

#### 7. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the DEPARTMENT shall have the

right to enter the Concession Area at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

#### 8. MAINTENANCE OF PROPERTY

CONCESSIONAIRE shall maintain the Concession Area in an orderly condition, including the protection of those existing facilities at the site that will not be impacted by this AGREEMENT'S activities. CONCESSIONAIRE will be responsible for any damages or repairs caused by CONCESSIONAIRE during the AGREEMENT period, subject to the review of DEPARTMENT representative named in Condition No. 6.

#### 9. AGREEMENT NOTIFICATIONS

Should the CONCESSIONAIRE desire time extensions of the Agreement or additional work to be performed, etc., requests for said modifications and/or additions shall be submitted, in writing or email, to:

Cesar Valera, Special Events Coordinator

Special Operations Branch – Pershing Square

532 South Olive Street (Mail Stop # 701)

Los Angeles, CA 90013

Telephone: (213) 847-4970 Email: cesar.valera@lacity.org

#### 10. RESTORATION AND FINAL INSPECTION

Upon the termination or expiration of this Agreement, CONCESSIONAIRE shall restore all park property that is damaged, moved or altered as a result of the Concession work at the Concession Area to its original condition. Said restoration shall take place within ten (10) days of said termination or expiration and shall be performed to the satisfaction of the DEPARTMENT representative named in Condition No. 6.

Upon completion of the site restoration, CONCESSIONAIRE shall contact the representative named in Condition No. 6 to arrange a final DEPARTMENT inspection of the Concession Area.

#### 11. CONCESSIONAIRE AND CONTRACTOR CONTACT

Name

Address

Phone number



email

CONCESSIONAIRE is required to keep the DEPARTMENT updated on current name and contact information.

## 12. WAIVER, INDEMNITY AND RELEASE OF CLAIMS

CONCESSIONAIRE hereby expressly agrees on its behalf and that of its officers, employees, agents, successors, assigns and legal representatives:

That the City of Los Angeles, its boards, officers, agents, employee, assigns, successors and volunteers shall not be responsible or liable for any injury (physical or mental), death, damage, loss or expense (including legal costs and responsible attorney fees) either to CONCESSIONAIRE, its subcontractors, its invitees, or either party's property incurred while CONCESSIONAIRE is exercising the above permission or is engaged in activities related thereto. CONCESSIONAIRE HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF INJURY, DEATH OR PROPERTY DAMAGE arising out of said activities. CONCESSIONAIRE further agree to indemnify and hold harmless the City, its boards, officers, agents, employees, assigns, successors and volunteers from all loss or liability, actual or alleged, that may arise from CONCESSIONAIRE'S acts or omission, either intentional or negligent, while participating in the above described activities. CONCESSIONAIRE'S obligations herein include, but are not limited to, covering all reasonable attorney's fees (both house and outside council), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. However, neither the waiver nor the indemnity agreement exempts the City or its boards, officers, agents, employees, assigns, successors or volunteers from acts or active negligence or willful misconduct of the City.

CONCESSIONAIRE is aware of the condition of the public premises and accepts the premises in its present condition. CONCESSIONAIRE agrees to abide by all safety regulations. CONCESSIONAIRE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

## 13. INSURANCE

CONCESSIONAIRE shall obtain, or shall cause to be obtained, the following insurance coverages specified on the 146 I/R Form- Insurance Requirements, See

## ATTACHMENT C.

CONCESSIONAIRE, at their own cost and expense, and in the name of CONCESSIONAIRE, shall, prior to any possession or other use of the premises, obtain insurance in the amount of TWO MILLION DOLLARS of General Liability, ONE MILLION DOLLARS of Worker's Compensation/Employers Liability (with Waiver of Subrogation), ONE MILLION DOLLARS of Automobile Liability, and furnish CITY with evidence of such insurance from insurers acceptable to CITY and in a form acceptable to CAO, Risk Management for the coverages and minimum limits of insurance indicated on the 146 I/R Form, attached to this Agreement, which shall be maintained by CONCESSIONAIRE at their sole cost and expense throughout the term of this Agreement and any extension thereof for the Concession Area.

CONCESSIONAIRE agrees that any authorized contractor or subcontractor working in the Concession Area shall obtain and keep in force during the term of this Agreement the insurance coverages in the types and amounts approved by the CAO, Risk Manager. CONCESSIONAIRE will maintain written evidence of said insurance. CONCESSIONAIRE and authorized contractor(s) or subcontractor(s) will also list the City of Los Angeles, the City of Los Angeles Department of Recreation and Parks and the Board of Recreation and Parks Commissioners as additional insureds. CONCESSIONAIRE shall deliver a copy of the certificate of insurance with additional insured listings to the DEPARTMENT prior to load in.

Please indicate your acceptance of the foregoing in the section below the signature block of this letter, and return the signed original copy to the DEPARTMENT office noted in Condition No. 9.

#### 14. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns, and successors in interest, CONCESSIONAIRE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONCESSIONAIRE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONCESSIONAIRE, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this Agreement. Additional indemnification language, as outlined in the *Standard Provision for City Contracts (Rev. 1/25) [v.2]*, is incorporated by reference

15. REVOCATION OF AGREEMENT

The Department may revoke this Agreement if Concessionaire does not comply with the conditions contained herein. Upon receipt of the written notice of Revocation, the parties will discuss methods and a time frame for correcting any deficiencies identified by the Department. Concessionaire will have the opportunity to correct the deficiencies and retain the Contracted Agreement within the mutually agreed upon parameters.

I HEREBY ACCEPT THESE ADDITIONAL TERMS TO THE CONTRACT SPECIFIC TO THE  
PERSHING SQUARE ICE RINK AND ALL CONDITIONS HEREIN

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Printed Name, Authorized Representative

CONCESSIONAIRE NAME.

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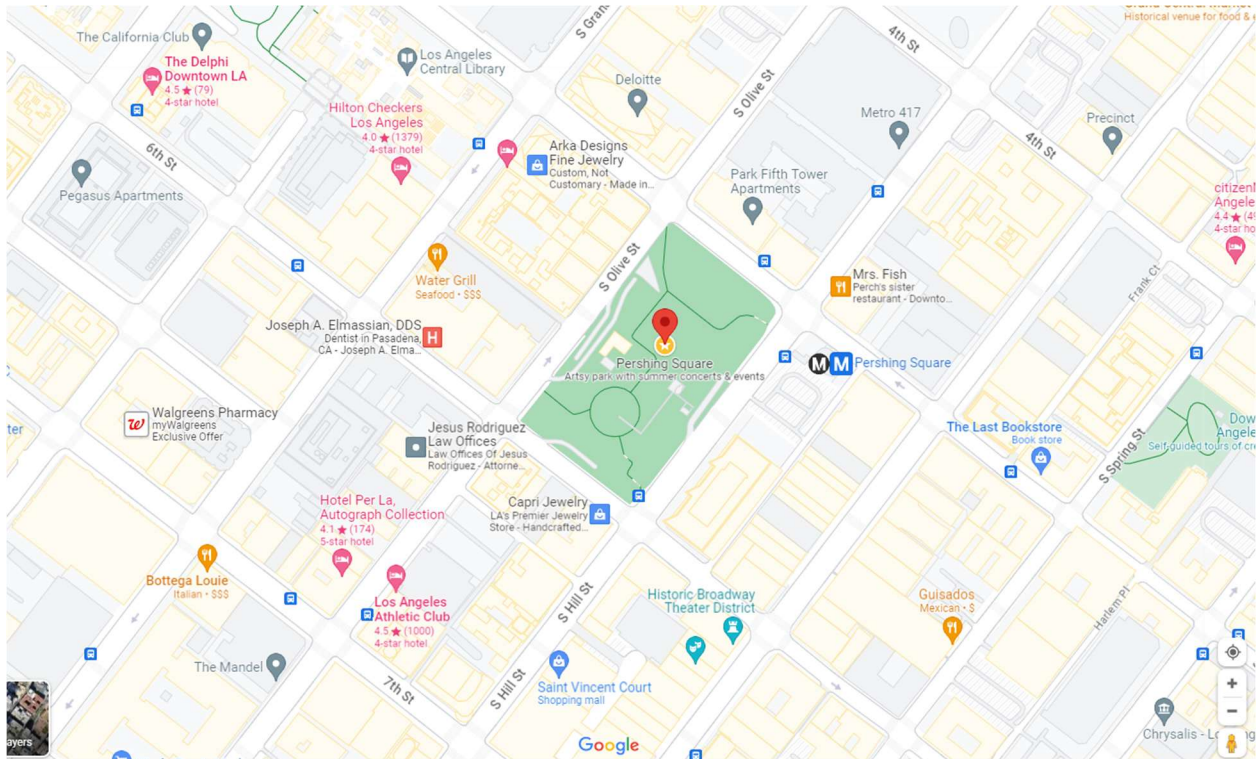
Signature, Authorized Representative

CONCESSIONAIRE NAME

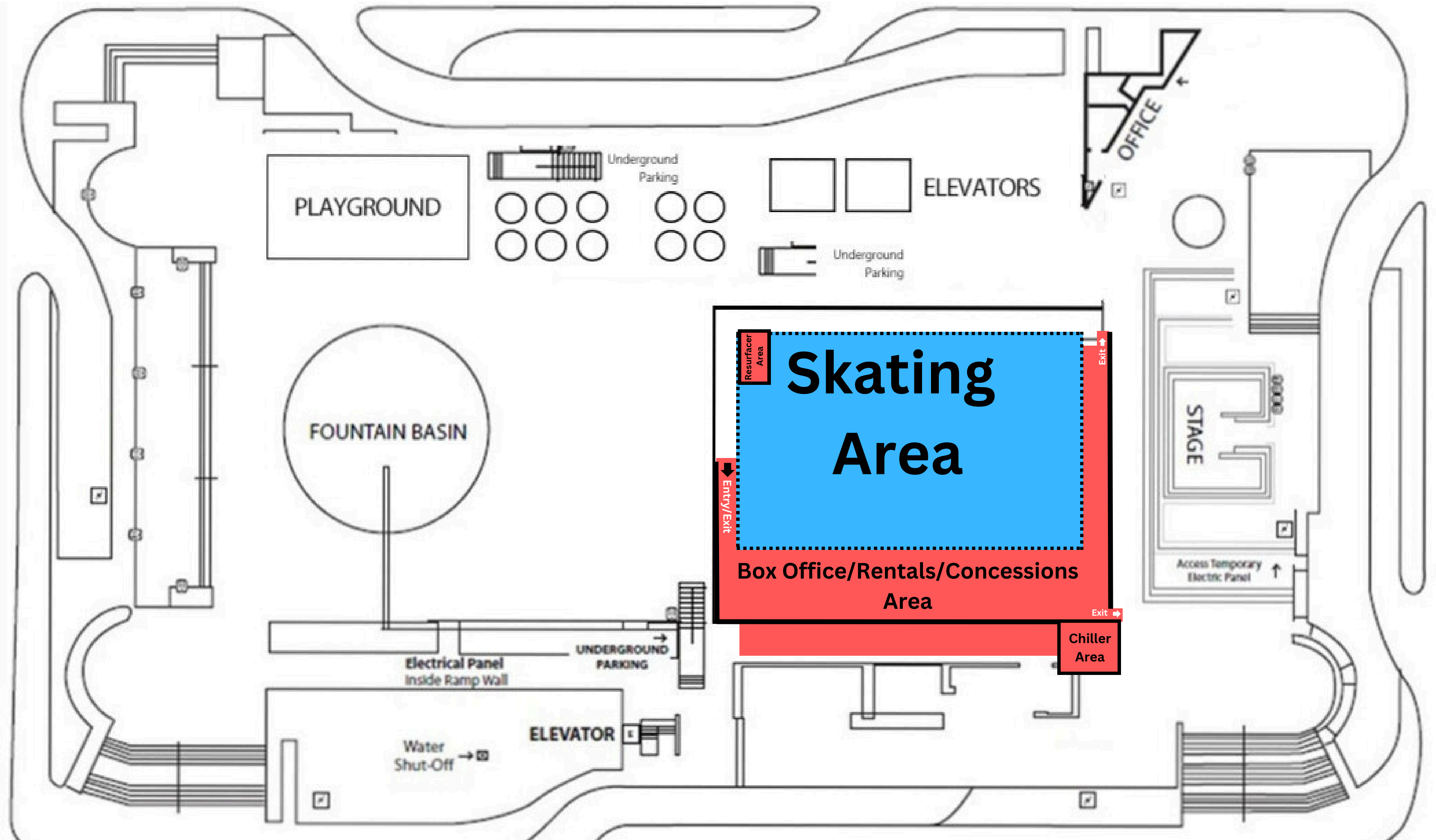
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Date

ATTACHMENT A



# EXHIBIT J ATTACHMENT B



# EXHIBIT J ATTACHMENT C

(Rev. 05/18)

## CITY OF LOS ANGELES INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**



## EXHIBIT J ATTACHMENT C

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

# EXHIBIT J ATTACHMENT C

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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.

---

### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

---

### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$2000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

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### Pollution Liability: No

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### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

## EXHIBIT J ATTACHMENT C

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**Crime Insurance: No**

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**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

ATTACHMENT D

## Ice Skating Session

1 Hour • All Ages • Sells out quickly!



**\$21.20** Admission - General All Ages • Includes Skate Rental

**\$6** Locker Rentals Can Hold Couple Pairs of Shoes, Medium-Size Handbag & Few Small Purchases

**\$6** Socks

Prices for [Thursday, November 21, 2024 at 11:30 AM](#) ›

## Ice Skate in Pershing Square!

### Duration

- 1 Hour Session

# RFP Exhibit F-ICE RINK ONLY

(Rev. 05/18)

## CITY OF LOS ANGELES INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

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## RFP Exhibit F-ICE RINK ONLY

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Automobile Liability Other:

---

### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

---

### Pollution Liability: No

---

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

## RFP Exhibit F-ICE RINK ONLY

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**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

# RFP Exhibit F-ALL OTHER LOCATIONS

(Rev. 05/18)

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## RFP Exhibit F-ALL OTHER LOCATIONS

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7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

# RFP Exhibit F-ALL OTHER LOCATIONS

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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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### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

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### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$1000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

---

### Pollution Liability: No

---

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

## RFP Exhibit F-ALL OTHER LOCATIONS

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**Crime Insurance: No**

---

**Cyber Liability: No**

---

**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.



**FINANCIAL OFFER FORM**  
**Seasonal Holiday Events Concession RFP**

**Monthly Concession Fee Commitment**

In consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a percentage of gross receipts (PGR) as shown below **(percentage must be equal to or greater than the minimum acceptable percentage shown below):**

<b>CATEGORY</b>	<b>MINIMUM ACCEPTABLE PERCENTAGE BY LOCATION</b>	<b>PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)</b>
Pershing Square Ice Rink	10% of tickets and 20% of merchandise	(     %) tickets and (   % merchandise
Travel town	10% of tickets and 10% of merchandise	(     %) tickets and (   % merchandise
Venice Beach	10% of tickets and 10% of merchandise	(     %) tickets and (   % merchandise
Elysian Park	10% of tickets and 10% of merchandise	(     %) tickets and (   % merchandise
Lake Balboa	10% of tickets and 10% of merchandise	(     %) tickets and (   % merchandise
Cheviot Hills	10% of tickets and 10% of merchandise	(     %) tickets and (   % merchandise
_____ location from list of locations (specify)	10% of tickets and 10% of merchandise	(     %) tickets and (   % merchandise

Prepared By:

(Authorized Signature)

(Print Name)

(Company Name)

(Title)

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

**REQUEST FOR PROPOSAL  
(CON-M25-006)  
SEASONAL HOLIDAY EVENTS CONCESSION**

**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 agreement, 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 signature with the original proposal.

**PLEASE NOTE: FAILURE TO COMPLETE AND SIGN THIS FORM WITHOUT EXCEPTION  
WILL BE GROUNDS FOR ELIMINATION FROM THIS COMPETITIVE PROCESS.**

ORDINANCE NO. 187718

An ordinance adding a new Article 27 to Chapter 1, Division 10 of the Los Angeles Administrative Code relative to the reduction of single-use plastics, including reusable alternatives, zero-waste events, facilities, and related matters.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section. 1. A new Article 27 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

**CHAPTER 1, ARTICLE 27**

**ZERO WASTE CITY FACILITIES AND EVENTS ON CITY PROPERTY**

**Sec. 10.53. Legislative Findings and Purpose.**

A. **Findings.** The City Council hereby finds and declares as follows:

1. The City of Los Angeles recognizes that, as a city government, it is a large consumer of goods and producer of waste, including its consumption of food or beverages and related Foodware and Foodware Accessories. The City holds a proprietary interest in its own activities and in activities of those using or operating in City facilities or on City Property, including lessees and permittees. Furthermore, the City recognizes the ways that these activities taking place in City facilities or on City Property can positively or negatively affect the environment.

B. **Purpose.** This article is adopted to accomplish the following purposes:

1. The City shall adopt zero waste policies by specifying ways for eliminating the use of Single-use plastics, including banning Expanded Polystyrene Foodware products and Single-use or Disposable containers at City facilities or events on City Property. Food and beverage providers operating on City Property can and should be required to supply reusable containers and shall permit customers to use their own reusable Foodware or Foodware Accessories. The City can effectuate positive environmental change in its proprietary capacity in additional ways by reducing food waste through rescue or recovery of Surplus Edible Food, participating in use of blue bins for recyclables, and using green bins for food waste and food-contaminated paper Foodware.

2. The City shall promote its zero waste policies by requiring mandatory provisions in contracts associated with use of or operations in City facilities or on City Property by Food or Beverage Providers.

**Sec. 10.53.1. Definitions.**

The following definitions shall apply throughout this article:

- A. **“City”** means the City of Los Angeles.
- B. **“Contract”** means any agreement, franchise, lease, application, permit, or concession related to use, occupancy, or operation in any City Facility or on City Property as a Food or Beverage Provider.
- C. **“Contractor”** means any Person with a Contract as defined in this article.
- D. **“City Event”** means any event hosted or organized by the City, or any of its officers, offices, or departments, that takes place in a City Facility or on City Property.
- E. **“City Facility”** means all structures owned, operated, controlled, or maintained by the City.
- F. **“City Property”** means all real property owned, operated, controlled, or maintained by the City.
- G. **“Community Event”** means an event as defined by the California Retail Food Code Section 113755 or any successor section.
- H. **“Designated Administrative Agency”** or **“DAA”** means the Department of Public Works, Bureau of Sanitation.
- I. **“Disposable”** means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- J. **“Expanded Polystyrene”** or **“EPS”** means molded Expanded Polystyrene, a rigid closed cell foam plastic labeled as “#6” plastic or resin. EPS also is referred to as “foam” and “Styrofoam”™.
- K. **“Food or Beverage Provider”** means a Contractor that sells or otherwise provides food or beverages for consumption on or off its premises, and includes, but is not limited to, a shop, sales outlet, restaurant, bar, pub, coffee shop, coffee stand, juice and/or smoothie bar, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, farmers market, theater, mobile food truck, roadside stand, kiosks, carts, concession stand, vending machine operator, or a Vendor (as defined in Section 42.13 of the

## RFP Exhibit J

Los Angeles Municipal Code or any successor provision) or any organization, group, or individual that provides food or beverages.

L. **“Food Rescue Organization”** means any Person that performs food recovery services by collecting edible food that would otherwise go to waste and redistributing it consistent with applicable laws and regulations.

M. **“Food Scraps”** means solid waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food Scraps include, but are not limited to, excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food Scraps do not include liquids or large amounts of fat, oils, or grease and meats which are collected for rendering, fuel production, or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly, and is accepted for donation by a charitable organization, or any food collected to feed animals in compliance with applicable regulations.

N. **“Foodware”** means plates, bowls, cups, serving dishes, containers, or any other item in which a food or beverage product is served.

O. **“Foodware Accessory”** means any item that accompanies a food or beverage served in Foodware, including, but not limited to, items defined in Section 196.01 of the Los Angeles Municipal Code (LAMC) or any successor provision: Utensils, Condiment Packets, Disposable Plastic Drinking Straws and all other Disposable drinking straws, stirrers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup or bowl lids, cup sleeves, and beverage trays.

P. **“Person”** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Q. **“Pre-Consumer Food Scraps”** means Food Scraps from the preparation of food or beverages.

R. **“Prepackaged Meals/Food Items”** means food or beverages that are prepackaged in Foodware.

S. **“Post-Consumer Food Scraps”** means Food Scraps remaining following consumer consumption of prepared food or beverages, including, but not limited to, remnants on or in Foodware.



## RFP Exhibit J

T. **“Rules and Procedures”** means the rules and procedures relating to zero waste policies promulgated by the DAA for waste prevention at City Facilities and events held on City Property to promote source reduction and reuse and/or recycling, and mandate requirements for executing Contracts under this article.

U. **“Single-use”** means Disposable.

V. **“Surplus Edible Food”** means food that is edible and intended for people to eat, including food not sold because of appearance, age, freshness, grade, size, and includes, but is not limited to, prepared foods, packaged foods, or produce.

### **Sec. 10.53.2. Mandatory Provisions Pertaining to City Facilities and City Events on City Property.**

A. Notwithstanding any other provision of this Code or the LAMC to the contrary, every Contract shall include provisions obligating the Contractor to comply with the City's zero waste policies.

1. Mandatory provisions shall include:

(a) **Donation of Surplus Edible Food to a Food Rescue Organization.** The Contractor must make advance arrangements with a Food Rescue Organization and donate to a Food Rescue Organization any Surplus Edible Food that will not be stored for later sale, or that will not be given to the Contractor's employees or volunteers, whether for off-site or on-site (dine-in) consumption. Depending on the regularity of the production of Surplus Edible Food, the Contractor shall make arrangements with the Contractor-selected Food Rescue Organization at the appropriate frequency, as determined by the Contractor for donations of Surplus Edible Food. Donation of Surplus Edible Food shall be consistent with applicable laws and regulations, including an exception for Community Events. The Contractor may not dispose of Surplus Edible Food, except as prohibited by applicable law or regulation.

(b) **Recycling of Food Scraps.** Contractors must deposit Pre-Consumer Food Scraps and Post-Consumer Food Scraps into designated collection bins as provided by the City. The Rules and Procedures shall identify acceptable Pre-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, all Food Scraps, including raw and cooked meat and bones. The Rules and Procedures shall identify acceptable Post-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, bread, coffee grounds, dairy, fish, fruit, meat, vegetables, all-paper tea bags, and food

## RFP Exhibit J

or beverage contaminated paper products. Contractors who deposit disallowed items in any designated collection bins shall be subject to a liquidated damage for contamination of \$50 for each collection bin contaminated by the Contractor. This contamination liquidated damage may be deducted from any deposit as permitted under applicable law, or as invoiced by the City. Contractors are encouraged to utilize all portions of foods that they prepare, such as vegetable and fruit foliage, stems, and peels, rather than disposing these items.

(c) **Meal Portion Sizes.** Contractors shall offer half portions, child portions, and a la carte options and avoid garnishes that are not commonly eaten.

(d) **No Disposable Foodware.**

(1) Contractor shall not provide Disposable Foodware for dine-in meal service or catered service. Contractors may permit purchase by customers of reusable, to-go Foodware (i.e., through a vending machine or other similar food container system).

(2) Contractor shall use only recyclable or compostable Foodware for to-go service. Recyclability and/or compostability shall be determined as specified in the Rules and Procedures.

(3) For all meal service, Contractors shall dispense or serve beverages in reusable or recyclable cups, or in recyclable bottles or cans made of glass, metal, or recyclable plastic. When practicable and in the discretion of the Contractor, the Contractor may dispense beverages in their original bottles and cans.

(4) Contractors shall allow customers to provide their own reusable and clean Foodware.

(5) Contractors shall not provide water in plastic bottles or in Disposable cups. Contractors shall provide hydration or bottle refill stations.

(e) **No Disposable Foodware Accessories.** Contractor shall not provide Disposable Foodware Accessories, except as otherwise provided in this article.

(1) Contractors shall serve any Condiments in dispensers, such as manual or electric pump dispensers or their equivalent.

## RFP Exhibit J

(2) For dine-in meal service or catered service, Contractors shall use only reusable (i.e., washable and cleanable) napkins and tablecloths. Contractors shall not provide Disposable napkins or tablecloths at dine-in meal service or catered service.

(3) Contractors may provide Disposable napkins for take-out, but any Disposable paper napkins shall be unbleached and contain a minimum of 30% post-consumer recycled content. The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(f) **No EPS.** Contractors shall not use EPS Foodware or EPS products of any kind.

(g) **Incentives to Customers of Dine-in Service.** Contractors who provide dine-in service shall provide incentives to customers for dine-in or on-site food consumption by allowing reusable Foodware and Foodware Accessories. Contractors shall offer a discount to customers who provide their own reusable Foodware for beverages or for food. Contractors shall inform customers of any such discounts consistent with the Rules and Procedures.

(h) **Recycling Program Participation.** Contractors must offer a recycling collection program (i.e., recycling bins and foodwaste bins) identical to the City's curbside residential and City facilities recycling programs, as specified in the Rules and Procedures.

(i) **Restroom Supplies.** Contractors shall equip any restrooms accessible to customers with electric hand dryers, to the extent feasible, and by no later than January 1, 2025. If the City provides composting or other processing of used restroom paper towels, then in any restrooms accessible to customers of Contractors, Contractors shall collect and separate used paper towels from other restroom sanitary waste for depositing into designated collection bins, or deliver the used paper towels to designated sites, for composting consistent with the Rules and Procedures. In any restrooms accessible to customers, Contractors shall provide hand soap in refillable containers.

(j) **Signage by DAA.** The Rules and Procedures shall include sample language Contractors can use to explain the rationale for various waste prevention measures for use on signs, menus, and other communications mechanisms, as determined by the Contractor. The

## RFP Exhibit J

Rules and Procedures will specify how and where Contractors must display information or signage about zero waste measures.

(k) **Composition of Paper Requirements for Informational Literature.** Contractors who distribute informational literature (i.e., brochures, flyers) printed on paper, including, but not limited to, Community Events or catered events, shall use recyclable paper that contains a minimum of 30% postconsumer recycled content and shall include text on the printed paper that refers to the percentage of postconsumer content, such as "Printed on paper that contains 30% postconsumer recycled content" or "Contains 30% postconsumer recycled content." The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(l) **Requirements for Composition of Promotional Items.**

(1) Contractors may only provide promotional items that are functional, including, but not limited to, rulers, plate scrapers, pencil sharpeners, or reusable shopping bags.

(2) Contractors shall not provide any promotional items made of plastic or any synthetic fabric.

(m) **No Disposable Plastic Carry-out Bags for Certain Establishments.** Contractors who are not "stores" as defined by California Public Resources Code Section 42280 or any successor provision shall not provide to customers plastic bags, or bags that are made wholly or partially of synthetic fabrics, including recycled PET plastic. Contractors may provide or sell to customers Disposable paper bags and/or reusable cloth bags.

B. All Contractors who enter into Contracts with the City shall include mandatory provisions specified in the Rules and Procedures in all subcontracts awarded for work to be performed under the Contract with the City.

C. Failure of the Contractor to comply with the requirements of this article shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, the termination of the Contractor's Contract with the City.

D. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

**Sec. 10.53.3. Administration.**

The DAA shall administer the requirements of this article. The DAA shall promulgate Rules and Procedures consistent with this article for the implementation of the provisions of this article.

**Sec. 10.53.4. Application of this Article.**

The provisions of this article shall apply to all Contracts and amendments to Contracts entered on or after January 1, 2023, or after the effective date of this article, whichever is later.

**Sec. 10.53.5. Severability.**

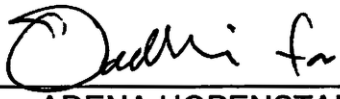
If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any Person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.

## RFP Exhibit J

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
ADENA HOPENSTAND  
Deputy City Attorney

Date 12/7/22

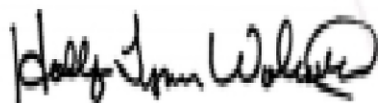
File No. 21-0064

[M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\ORDINANCES - FINAL YELLOW\Ordinance REVISED Zero Waste City facilities and events - LAAC 10.53 et seq.docxDocument file path]

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed December 6, 2022

Approved 12/10/2022

Posted Date: 12/14/2022  
Ordinance Effective Date: 01/23/2023



ADDITIONAL CONTRACT TERMS & ICE RINK SPECIFICATIONS FOR  
PERSHING SQUARE ICE RINK HOLIDAY EVENT

The following terms are in addition to the terms of the AGREEMENT and all references to AGREEMENT shall include the AGREEMENT as well as these additional terms and ice rink specifications included in this Exhibit J.

1. CONCESSION AND PREMISES AREA DEFINED

The Concession area is the Pershing Square, within the amphitheater area at 532 South Olive Street, Los Angeles, CA 90013. Pershing Square is identified in this AGREEMENT will include the areas represented by ATTACHMENT A.

2. NAME OF CONCESSIONAIRE (CONCESSIONAIRE)

A. CONCESSIONAIRE is granted authorization to facilitate the establishment, design, production and operation of the Holiday Ice Rink at Pershing Square.

This Special Event will generally take place from the first Friday AFTER Halloween, through the Monday Martin Luther King Holiday, and will have an ice-skating rink, rental booth, feature food trucks, amplified music, various booths and merchandise.

The event set-up for the first year will be as follows: Friday, November 7, 2025 at 6:00am through Wednesday, November 19, 2025 at 11:59pm

That the Ice Rink will be open for public use according to the following schedule:

1. November 20, 2025, until December 14, 2025;
  - 11:30 a.m. – 9:30 p.m.; Sunday through Thursday
  - 11:30 a.m. – 11:00 p.m.; Friday & Saturday
2. December 15, 2025, until January 3, 2026;
  - 11:30 a.m. to 11:00 p.m.; Daily
3. January 4, 2026, until January 11, 2026;
  - 11:30 a.m. – 9:30 p.m.; Sunday through Thursday
  - 11:30 a.m. – 11:00 p.m.; Friday & Saturday
4. Holiday operating hours; 11:30 a.m. until 9:30 p.m.
  - Thanksgiving Day, November 27, 2025
  - Christmas Eve, December 24, 2025
  - Christmas Day, December 25, 2025
  - New Year's Eve, December 31, 2025
  - New Year's Day, January 1, 2026

The dates for the event set-up and operations for years two and three shall be coordinated with the RAP contact stated herein Section 9 below on or before October 1<sup>st</sup> of each year.

B. CONCESSIONAIRE will provide one (1) month prior to the event, production and/or plot plans acceptable to the Los Angeles Department of Recreation and Parks (DEPARTMENT) and adhere to the following event components, see ATTACHMENT B:

1. An ice-skating surface that measures sixty (60) feet by one-hundred (120) feet, including a dasher board system made of clear Lexan and aluminum (hereinafter referred to as "Ice Rink"). Concessionaire shall begin installing Ice Rink on November 7, 2025, and shall complete installation no later than November 19, 2025. The Ice Rink shall open for public use from November 20, 2025, through January 11, 2026;
2. A platform that measures ninety-five (95) feet by twenty (20) feet attached to the Ice Rink (hereinafter referred to as "Party Area Platform") to be available to public or corporate patrons through advance reservation, with 10% of gross revenue (encompassing the special venues such as filming, parties, special events, and other such activities) being paid to the Department at the end of the season. For record keeping, a duplicate tape will be used for accounting purposes.
3. Concessionaire shall begin installing Party Area Platform on November 7, 2025, and shall complete installation no later than November 19, 2025.
4. The Party Area Platform shall be available for public or corporate use by November 20, 2025, to January 11, 2026
5. Concessionaire must remit 10% of all canopy rentals.
6. Support equipment for the Ice Rink including, but not limited to header-boards, ice machine, and hoses that are able to cover a distance of up to one-hundred (100) feet between the ice machine and Ice Rink floor;
7. Ice resurfacing equipment (hereinafter referred to as "Ice Re-surfacer") and services. Ice Rink shall be resurfaced by the Concessionaire as-needed to maintain the Ice Rink skating surface in a condition suitable and safe for public use;
8. Supervision of installation, maintenance, resurfacing, and removal of the Ice Rink to be provided for up to twelve (12) hours each day, by qualified Ice Technicians provided by the Concessionaire;
9. A clean leveled scaffold deck surface (free of chemical leakage) on which the Ice Rink will be installed. For the purposes of this clause, "level" shall be defined as a difference of no more than one-quarter (1/4) of an inch between the heights of each end of the scaffold deck surface, assuming the scaffold deck surface measures one-hundred (100) feet in length;
10. A temporary office to be used for the operation of the ice skate rental service;
11. A sound system for atmosphere, public address, and announcements with decibels that comply with City code;
12. Lighting system to be installed in the Ice Rink area for crowd safety and evening atmosphere;
13. Will provide any support services needed such as, security, maintenance, recreation, alcohol vendor. All staff must be City of Los Angeles approved

- staff and/or vendors;
14. Will provide security guards for Concession Area on a 24/7 basis and must use GSG Protective Services or a private security agency, such agency must be registered and approved by the Los Angeles Police Commission. Concessionaire shall employ such registered security officers in sufficient numbers to coordinate and supervise civilian security personnel as required by the Department of Recreation and Parks Alcoholic Beverage Policy with a least one uniformed security officer inside the contained area at all times during the event;
  15. Will provide maintenance and remove trash for the Concession Area throughout the season/Contract Term;
  16. Parking must be arranged with the Pershing Square Garage Manager or outside parking vendor;
  17. Provide portable toilets for rink staff within the ice rink area;
  18. Concessionaire Financial Responsibilities:
    - a. Abatement
    - b. Water
    - c. Water hook-up
    - d. Electrical Fees
    - e. Electrical hook-up
    - f. Electrical equipment (cabling, adaptors, manpower)
    - g. Engineer
    - h. Use of table, chairs, and bike racks
    - i. Use of facility, additional use
    - j. Use of stage by contract only (will require prior request)
    - k. Safety signage and safety fencing around; water hook-ups, water tubs, and electrical distribution boxes
    - l. Safety fencing that completely covers the water tub
    - m. Audio equipment and engineers
    - n. Department staff including overtime
    - o. Proper disposal of ice within forty-eight (48) hours of the conclusion of operations on January 11, 2026
    - p. Security inside the rink during ice rink operating hours
  19. Weekly summary reports with supporting documentation of gross receipts generated at the Ice Rink to be completed on a daily basis with daily and weekly summaries, based on price schedule, see ATTACHMENT D. The weekly summary reports must be accompanied with the daily cash register receipts. The reports shall include the following information:
    - Number of group rate admissions
    - Number of skate rentals
    - Number of free skate passes redeemed
    - Number of “eight packs” redeemed

- Number of skate rentals provided as part of the exclusive use of ice rink and facility rental-exclusive use fees
  - Public or corporate Party Area Platform gross sales
20. To retain the integrity of finances the Department is at liberty to audit Concessionaire's financial records upon reasonable notice.
  21. Coordination, booking, and scheduling of talent to appear at HOLIDAY ICE RINK opening ceremonies held on November 20, 2025.
  22. Marketing and Advertising Requirements;
    - a. Concessionaire may use the terms "City of Los Angeles Department of Recreation and Parks" or "Pershing Square" on social media, such as websites, Facebook, Twitter, Instagram, etc. Websites and any social media will be reviewed by the Department. Any requested changes by the Department are to be implemented by Concessionaire within an expedient time frame. Department (Pershing Square) is not responsible for marketing the ice rink other than special event notices.
    - b. Concessionaire will provide forty-eight (48) total Sponsor-Dasher Boards. Thirty-six (36) will be used by Concessionaire and twelve (12) will be given to the Department at no cost.
    - c. All sponsor packets affecting the area outside the immediate Rink perimeter must be reviewed by the Department and will be charged according to Pershing Square Rates and Fees.
  23. Will provide a small area for the sale of socks, gloves, hats, shirts, cameras, and souvenirs. Concessionaire will pay the Department 20% of the gross revenue of the above items at the end of the season;
  24. The consumption of alcoholic beverages is permitted with the following conditions:
    - a. Will be required to obtain all City of Los Angeles permits which will be reviewed by Department staff prior to the start of sales.
    - b. Concessionaire must use City contracted vendor for all alcohol sales.
    - c. Concessionaire will pay the Department 20% of alcohol sales as required by Department Rate and Fees. Concessionaire will be allowed to keep 100% of food sales which will be reinvested in the operations of the ice rink, for the purpose of benefitting the community and the Department.
  25. Will pay the Department 10% of the gross income of ticket pricing for full attendance, which includes admission at the end of the season. The total sum due to the Department to be paid 30 days from the last day of operation;
  26. Sponsor Requirements;
    - a. Sponsors may not conflict with the current year-round Pershing Square Sponsors.

- b. No food vendors or sponsor vendors may come onto the Pershing Square venue for sales of any kind without permission from the Department.
  - c. Any vendors that want to highlight their products may be permitted through the Department Permit Policy below:
    - Any sponsor or vendor brought onto the ice rink footprint with the intent of selling food, alcohol, and/or goods will be required to pay Department Permit Rates and Fees. The sponsor will work directly with the Department and pay fees to the Department. Any deviation or changes will be approved only by the Executive Management with the Special Operations Branch.
  - d. Vendor will work activations and programs around facility scheduled programs.
27. Will provide a total of 2,225 free ice-skating tickets for the community;
- a. 300 free ice skating for the community members attending the Holiday Ice Rink Opening and Tree Lighting Ceremony on Thursday, November 20, 2025 from 5pm-7pm;
  - b. 900 free ice skating for community members attending the Winter Holiday Festival on Saturday, December 20, 2025 from 6pm-9pm;
28. Any community entities that have had programming in the past on the ice rink must make their own arrangements with the Concessionaire;
29. Will use the following guidelines for load-in and/or load-out (including vehicles on the venue, intermediate vehicles driving onto the venue, and removal of ice rink); all vehicles must park in Pershing Square's parking lot to bring or remove equipment as needed. (Contracted service vehicles that have a need to park on the premises must enter on the Olive and 5<sup>th</sup> Street entrance and have a City approve placard.);

C. CONCESSIONAIRE will provide and design, production and/or plot plans are subject to approval by the DEPARTMENT and where mandated, by the Los Angeles Fire Department and the Department of Building and Safety.

D. CONCESSIONAIRE must request and be issued a Division 5 - LAFD Permit.

E. DEPARTMENT shall review and approve websites and advertisements for content (excluding creative) regarding the Holiday Ice Rink prior to distribution. CONCESSIONAIRE must comply with the City's sign ordinance and shall limit sign size not to exceed 42"X30".

F. The DEPARTMENT shall provide:

- 1. Electrical power. The Department shall provide 480 Volt Delta Service with ground, in compliance with applicable Codes, 3 phase, 400 amps per phase. Power shall be within fifty (50) feet of the Ice Machine, connected and disconnected. Department shall also provide one (1) 20 Amp 110V single phase line to off load equipment;

2. Sufficient electricity for the operation of the skate-rental office trailer and lighting system to be used at the Ice Rink;
3. Water supply at the Concessionaire's expense at a pressure of sixty (60) pounds per square inch for the Ice Machine and Ice Re-surfacer;
4. Billing statement(s) for electricity and water will be provided to the Concessionaire;
5. Security for Pershing Square venue, however not specifically for the Concession area (rink);
6. Ambiance lighting will be provided at Pershing Square;
7. Administration of permits for any filming done at the Ice Rink. Permits to film at the Ice Rink shall be arranged in conjunction with the Film L.A. Inc., the Department's Film Office, and the Pershing Square Recreation office. Filming activity done at the Ice Rink will only be allowed upon prior approval from the Department. The Concessionaire may grant permission to any individual or entity to film at the Ice Rink once the City permit policies have been fulfilled;
8. Will produce a one-day Department event, "Winter Holiday Festival," on Saturday, December 20, 2025;
9. Will conduct special events and activities outside of Concession area at any time;
10. Will provide portable toilets, toilets that meet American with Disabilities Act (ADA) requirements.

### 3. USE OF CONCESSIONS AREA

A. Permission to temporarily design, produce and operate the Holiday Ice Rink at Pershing Square.

CONCESSIONAIRE shall not make, nor permit to be made, any alterations, modifications or improvements to or of the Concession Area, other than what is mentioned above.

CONCESSIONAIRE shall not construct any structures on the Concession Area without first obtaining the written consent of the DEPARTMENT. CONCESSIONAIRE must submit all proposed plans to the person named in Condition No. 6 for review and written approval prior to any work being performed at the Concession Area. Once approved, any proposal for modifications thereof shall be submitted and approved in the same manner prior to construction.

#### B. Compliance with Applicable Laws

All work shall be done in accordance with the building requirements, laws and regulations of the City of Los Angeles, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act, as amended, 42 U.S. Section 12101 et seq. and of all other agencies having jurisdiction over such work and all matters related to it.

#### C. Cost of Permits and Installation



CONCESSIONAIRE shall be responsible for the full cost of said temporary installation including the cost of obtaining all necessary building, utility, and other required permits associated with their temporary work and installation.

#### D. Mechanics' Liens

CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Agreement so as to prevent any lien or other claim under any provision of law from arising against any property of the City, or against the City, and CONCESSIONAIRE expressly covenants and agrees to hold the DEPARTMENT free and harmless from any and all claims or liens resulting from any labor or material furnished in connection with any work at the Concession Area as contracted and authorized by CONCESSIONAIRE.

#### 4. TERM

The Agreement will become effective upon receipt by the Department of an executed original of the Agreement. The Agreement will remain in effect after execution until January, 2028. Should it become necessary to change the scope of work authorized in this Agreement, Concessionaire will notify Department in writing and request approval of the proposed change. All correspondence will be sent to the addressee listed in Condition No. 9. This Agreement is subject to termination at any time by either party with written notification.

#### 5. FEES AND COSTS

CONCESSIONAIRE agrees to pay the Department of Recreation and Parks as described in Condition No. 2 of the agreement. Payment of revenue due to the DEPARTMENT as described in Condition No. 2. The total sum due to the Department to be paid 30 days from the last day of operation.

#### 6. DEPARTMENT AUTHORITY

CONCESSIONAIRES shall at all times abide by the rules and regulations heretofore adopted or that may hereafter be adopted by the DEPARTMENT and cooperate fully with DEPARTMENT employees in the performance of their duties.

The DEPARTMENT representative is Cesar Valera, Special Operations Branch, Special Events Coordinator and can be reached at (213) 847-4970 or via email at [cesar.valera@lacity.org](mailto:cesar.valera@lacity.org). CONCESSIONAIRES shall coordinate all work with said representative upon receipt of this Concession.

#### 7. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of the DEPARTMENT shall have the

right to enter the Concession Area at any time in case of emergency, and upon reasonable notice for purposes of property inspection.

8. MAINTENANCE OF PROPERTY

CONCESSIONAIRE shall maintain the Concession Area in an orderly condition, including the protection of those existing facilities at the site that will not be impacted by this AGREEMENT'S activities. CONCESSIONAIRE will be responsible for any damages or repairs caused by CONCESSIONAIRE during the AGREEMENT period, subject to the review of DEPARTMENT representative named in Condition No. 6.

9. AGREEMENT NOTIFICATIONS

Should the CONCESSIONAIRE desire time extensions of the Agreement or additional work to be performed, etc., requests for said modifications and/or additions shall be submitted, in writing or email, to:

Cesar Valera, Special Events Coordinator

Special Operations Branch – Pershing Square

532 South Olive Street (Mail Stop # 701)

Los Angeles, CA 90013

Telephone: (213) 847-4970 Email: cesar.valera@lacity.org

10. RESTORATION AND FINAL INSPECTION

Upon the termination or expiration of this Agreement, CONCESSIONAIRE shall restore all park property that is damaged, moved or altered as a result of the Concession work at the Concession Area to its original condition. Said restoration shall take place within ten (10) days of said termination or expiration and shall be performed to the satisfaction of the DEPARTMENT representative named in Condition No. 6.

Upon completion of the site restoration, CONCESSIONAIRE shall contact the representative named in Condition No. 6 to arrange a final DEPARTMENT inspection of the Concession Area.

11. CONCESSIONAIRE AND CONTRACTOR CONTACT

Name

Address

Phone number

email

CONCESSIONAIRE is required to keep the DEPARTMENT updated on current name and contact information.

## 12. WAIVER, INDEMNITY AND RELEASE OF CLAIMS

CONCESSIONAIRE hereby expressly agrees on its behalf and that of its officers, employees, agents, successors, assigns and legal representatives:

That the City of Los Angeles, its boards, officers, agents, employee, assigns, successors and volunteers shall not be responsible or liable for any injury (physical or mental), death, damage, loss or expense (including legal costs and responsible attorney fees) either to CONCESSIONAIRE, its subcontractors, its invitees, or either party's property incurred while CONCESSIONAIRE is exercising the above permission or is engaged in activities related thereto. CONCESSIONAIRE HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY AND ALL RISK OF INJURY, DEATH OR PROPERTY DAMAGE arising out of said activities. CONCESSIONAIRE further agree to indemnify and hold harmless the City, its boards, officers, agents, employees, assigns, successors and volunteers from all loss or liability, actual or alleged, that may arise from CONCESSIONAIRE'S acts or omission, either intentional or negligent, while participating in the above described activities. CONCESSIONAIRE'S obligations herein include, but are not limited to, covering all reasonable attorney's fees (both house and outside counsel), reasonable costs of litigation incurred by the City or its attorneys (including all actual, costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Company's obligations to the City under this indemnification provision shall be due and payable on a monthly, ongoing basis within thirty (30) days after each submission to Company of the City's invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature. However, neither the waiver nor the indemnity agreement exempts the City or its boards, officers, agents, employees, assigns, successors or volunteers from acts or active negligence or willful misconduct of the City.

CONCESSIONAIRE is aware of the condition of the public premises and accepts the premises in its present condition. CONCESSIONAIRE agrees to abide by all safety regulations. CONCESSIONAIRE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

## 13. INSURANCE

CONCESSIONAIRE shall obtain, or shall cause to be obtained, the following insurance coverages specified on the 146 I/R Form- Insurance Requirements, See

## ATTACHMENT C.

CONCESSIONAIRE, at their own cost and expense, and in the name of CONCESSIONAIRE, shall, prior to any possession or other use of the premises, obtain insurance in the amount of TWO MILLION DOLLARS of General Liability, ONE MILLION DOLLARS of Worker's Compensation/Employers Liability (with Waiver of Subrogation), ONE MILLION DOLLARS of Automobile Liability, and furnish CITY with evidence of such insurance from insurers acceptable to CITY and in a form acceptable to CAO, Risk Management for the coverages and minimum limits of insurance indicated on the 146 I/R Form, attached to this Agreement, which shall be maintained by CONCESSIONAIRE at their sole cost and expense throughout the term of this Agreement and any extension thereof for the Concession Area.

CONCESSIONAIRE agrees that any authorized contractor or subcontractor working in the Concession Area shall obtain and keep in force during the term of this Agreement the insurance coverages in the types and amounts approved by the CAO, Risk Manager. CONCESSIONAIRE will maintain written evidence of said insurance. CONCESSIONAIRE and authorized contractor(s) or subcontractor(s) will also list the City of Los Angeles, the City of Los Angeles Department of Recreation and Parks and the Board of Recreation and Parks Commissioners as additional insureds. CONCESSIONAIRE shall deliver a copy of the certificate of insurance with additional insured listings to the DEPARTMENT prior to load in.

Please indicate your acceptance of the foregoing in the section below the signature block of this letter, and return the signed original copy to the DEPARTMENT office noted in Condition No. 9.

#### 14. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns, and successors in interest, CONCESSIONAIRE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CONCESSIONAIRE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by CONCESSIONAIRE, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this Agreement. Additional indemnification language, as outlined in the *Standard Provision for City Contracts (Rev. 1/25) [v.2]*, is incorporated by reference

15. REVOCATION OF AGREEMENT

The Department may revoke this Agreement if Concessionaire does not comply with the conditions contained herein. Upon receipt of the written notice of Revocation, the parties will discuss methods and a time frame for correcting any deficiencies identified by the Department. Concessionaire will have the opportunity to correct the deficiencies and retain the Contracted Agreement within the mutually agreed upon parameters.

I HEREBY ACCEPT THESE ADDITIONAL TERMS TO THE CONTRACT SPECIFIC TO THE PERSHING SQUARE ICE RINK AND ALL CONDITIONS HEREIN

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Printed Name, Authorized Representative

CONCESSIONAIRE NAME.

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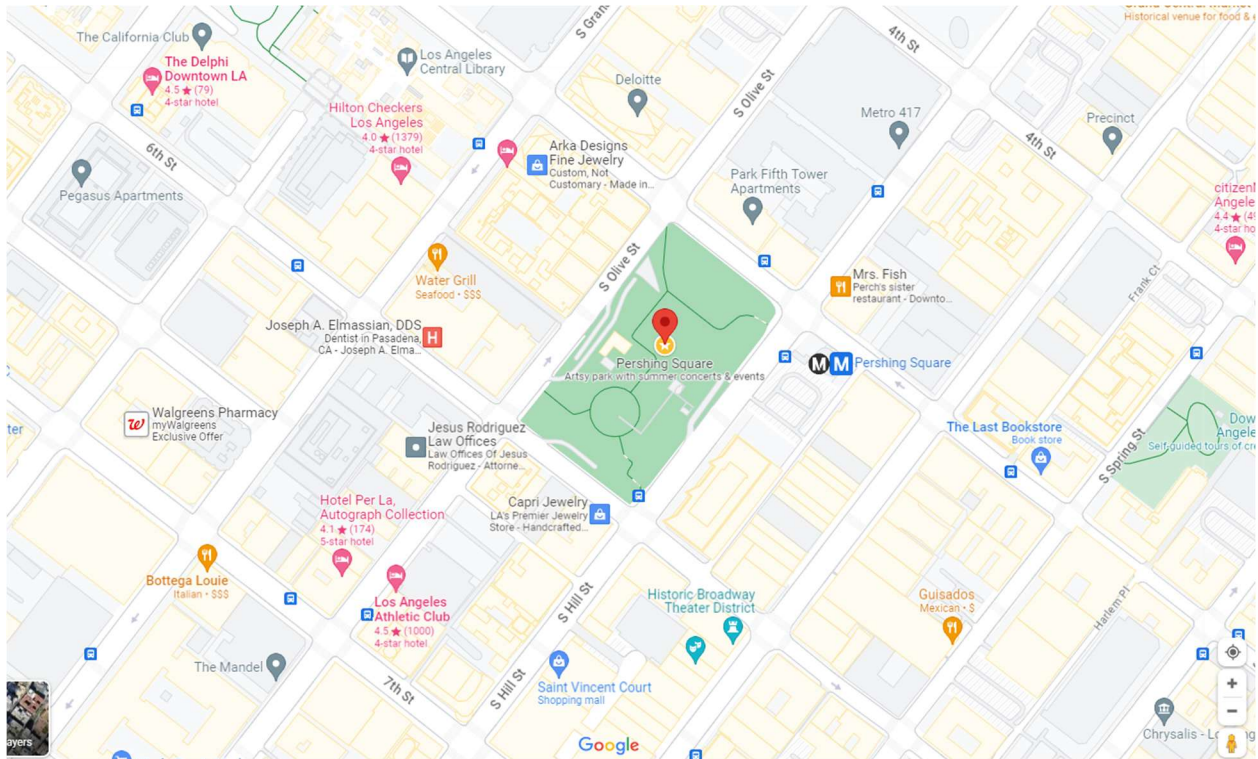
Signature, Authorized Representative

CONCESSIONAIRE NAME

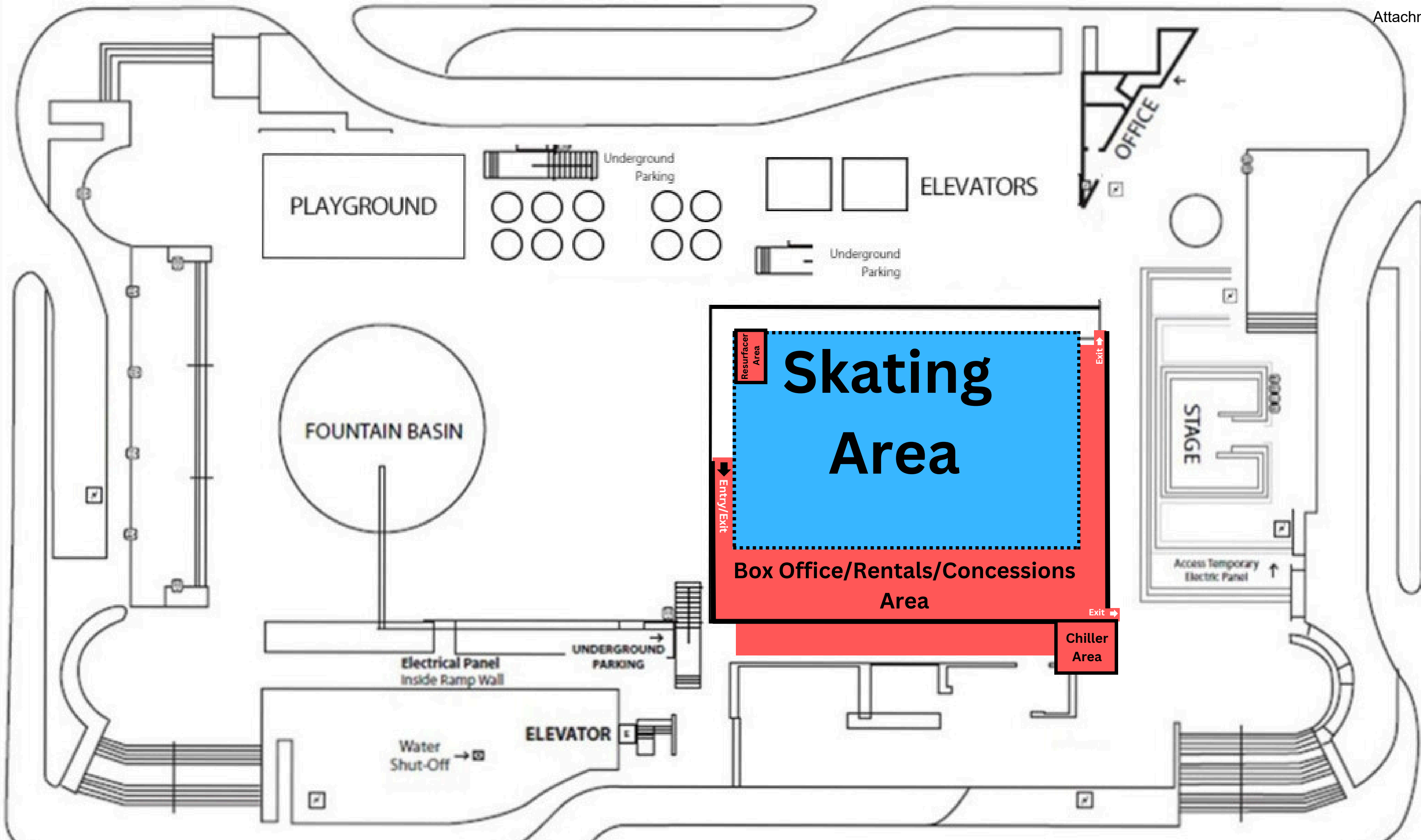
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Date

## ATTACHMENT A







(Rev. 05/18)

**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance should identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to Submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the required method of submitting your documents. **KwikComply** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format. **KwikComply** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

**Contractor must provide City** a thirty (30) day notice of cancellation (ten (10) days for nonpayment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through KwikComply at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self-Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct**

coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

## Required Insurance and Minimum Limits

Date:

Contractor/Vendor Name:

Agreement/Reference:

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations/commencement of ANY work. The 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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### Workers' Compensation (WC) and Employer's Liability (EL): Yes

Min. Limit of WC: Statutory

Min. Limit of EL: \$1000000

Waiver of Subrogation in favor of the City: Yes

Longshore & Harbor Workers: No

Jones Act: No

WC and EL Other:

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### General Liability - City of Los Angeles MUST be a named additional insured: Yes

Min. Limit: \$2000000

Products/Completed Operations: Yes

Sexual Misconduct: No

Fire Legal Liability: No

General Liability Other:

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

Min. Limit: \$1000000

Automobile Liability Other:

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### Professional Liability (Errors and Omissions): No

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### Property Insurance (to cover replacement cost of building - as determined by insurance company): No

---

### Pollution Liability: No

---

### Surety Bonds - Performance and Payment (Labor and Materials) Bonds: No

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**Crime Insurance: No**

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**Cyber Liability: No**

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**Other:** \*\*Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/> and be re-submitted throughout the entire contract term so all required insurance remains valid and not expired.

## ATTACHMENT D

# Ice Skating Session

1 Hour • All Ages • Sells out quickly!



**\$21.20** Admission - General All Ages • Includes Skate Rental

**\$6** Locker Rentals Can Hold Couple Pairs of Shoes, Medium-Size Handbag & Few Small Purchases

**\$6** Socks

Prices for [Thursday, November 21, 2024 at 11:30 AM](#) ›

## Ice Skate in Pershing Square!

### Duration

- 1 Hour Session



## RFP EXHIBIT L LIST OF LOCATIONS

### **WESTWOOD PARK/REC CENTER**

1350 Sepulveda Blvd., Los Angeles, CA 90025

#### **Facility Features**

Soccer Field (Lighted) , Baseball Diamond (Lighted) , Basketball Courts (Lighted / Outdoor) , Basketball Courts (Lighted / Indoor) , Childrens Play Area , Community Room , Barbecue Pits , Picnic Tables

Westwood Recreation Center is located one block south/east of the intersection of Wilshire and Sepulveda. Special features include: Aidan's Place Playground, Outdoor Turf soccer field, Indoor Racquetball Courts, Outdoor Basketball Courts, Two (2) Gymnasiums with Indoor Basketball Court and stage, Indoor Aquatics Facility, Tennis Court Concessions and Bad News Bears Ball Diamonds.

### **WESTCHESTER PARK/REC CENTER**

7000 W. Manchester Ave., Los Angeles, CA 90045

#### **Facility Features**

Auditorium , Barbecue Pits , Baseball Diamond (Lighted) , Basketball Courts (Lighted / Indoor) , Childrens Play Area , Indoor Gym (without Weights) , Picnic Tables , Multipurpose Field(lighted) , Skate Plaza

### **KEN MALLOY HARBOR REGIONAL PARK**

25820 Vermont Ave., Harbor City, CA 90710

Ken Malloy Harbor Regional Park Machado Lake is home to over 300 separate species of migratory birds. The lake is part of the natural water habitat of Southern California for native animals and plants.

#### **Facility Features**

Barbecue Pits , Childrens Play Area , Picnic Tables , Bike Path , Hiking Trail , Jogging Path , Fitness Zone , Fishing Lake/Piers , Disc Golf Course

### **CABRILLO BEACH**

3720 Stephen M. White Dr., San Pedro, CA 90731

#### **Facility Features**

Fishing Permitted (YES) , Barbecue Pits , Childrens Play Area , Picnic Tables , Beach Aquarium Behind Beach (CMA), Docking Facility, Jet Ski Area, Launch Ramp @ North End Of Beach, No Dogs Allowed On Beach!! Non-motorized Vehicle Area Outside Beach(belongs To County), Pier, Posts For Volleyball But Must Provide Own Net, Roped-off Swim Area, Trailer Parking

### **POINT FERMIN PARK**

807 Paseo Del Mar, San Pedro, CA 90731

#### **Facility Features**

Hiking Trails , Ocean Views , Walking Paths , Picnic Tables , Open Space , Shaded Space , Walking access to: Point Fermin Park , Angels Gate Park , Joan Milke Flores Park , Wilders Addition Park , Fort Mac Arthur Military Museum , Korean Friendship Bell and Point Fermin Lighthouse

### **MACARTHUR PARK**

2230 W. 6th St., Los Angeles, CA 90057

#### **Facility Features**

Baseball Diamond (Unlighted) , Childrens Play Area , Picnic Tables , Lake

### **ECHO PARK/REC CENTER**

751 N. Echo Park Ave., Los Angeles, CA 90026

#### **Facility Features**

Barbecue Pits , Baseball Diamond (Lighted) , Basketball Courts (Lighted / Indoor) , Basketball Courts (Lighted / Outdoor) , Childrens Play Area , Community Room , Soccer Field (Lighted) , Tennis Courts (Lighted) , Stage , Picnic Tables , Indoor Gym (without Weights) , Seasonal Pool (Outdoor / Unheated), Lake.

### **SOUTH SEAS HOUSE**

2301 W. 24th St., Los Angeles, CA 90018

#### **Facility Features**

South Seas House , Barbecue Pits , Basketball Courts (Lighted / Outdoor) , Childrens Play Area , Picnic Pavilion (by reservation only; must provide 2 week notice) , Benny Potter Memorial Park with playground area.

The South Seas House has stood in the Historic West Adams District for more than 100 years. Originally Built in 1902 by Los Angeles music patron Joseph DuPuy, the two-story house is a combination of several styles-- Victorian, Queen Anne, Colonial Revival and Craftsman, to name a few. The house has intrigued generations with its sharply peaked Polynesian-style gables (unlike any other constructed in that era), arroyo stone pillars, clapboard outer walls and triangular attic vents. Experts say it was one of Los Angeles' first tropical-themed houses, the precursor to the exotically eclectic architecture of the 1920s.

Joseph Dupuy died in 1922 and over the next 50 years a succession of owners took care of the house. In the 1970's however, the City of Los Angeles purchased the home for a street widening project that fell through. By the 1990's the house was empty except for squatters who vandalized the place and scavenged everything from doorknobs to banisters.

The South Seas House was brought back to life through the efforts of local community members after years of neglect and the doors were re-opened in June of 2003. It is operated by the City of Los Angeles, Department of Recreation and Parks and has been revitalized as a recreation and community center and serves the community with programs for both children and adults. While it is not your typical recreation center, we do offer Day camp programs, computer classes, after school programs, tutoring and small private functions.

### **RAMONA HALL**

4580 North Figueroa St., Los Angeles, CA 90065

#### **Facility Features**

Auditorium , Community Room , Ballroom , Kitchen , Stage , Banquet Hall , Meeting Space

**SYCAMORE GROVE PARK**

4702 N. Figueroa St., Los Angeles, CA 90042

**Facility Features**

Barbecue Pits , Childrens Play Area , Picnic Tables , Tennis Courts (Lighted)

**LINCOLN PARK**

3501 Valley Blvd., Los Angeles, CA 90031

**Facility Features**

Barbecue Pits , Baseball Diamond (Lighted) , Basketball Courts (Lighted / Indoor) , Childrens Play Area , Picnic Tables , Soccer Field (Unlighted) , Tennis Courts (Unlighted)

**OAKRIDGE ESTATE PARK**

18650 Devonshire St, Northridge, CA 91324

**PORTER RIDGE PARK**

Reseda Boulevard and Sesnon Boulevard, Northridge, CA 91326

**Facility Features**

Barbecue Pits , Basketball Courts (Unlighted / Outdoor) , Childrens Play Area , Picnic Tables

**SHADOW RANCH PARK/REC CENTER**

22633 Vanowen St., West Hills, CA 91307

**Facility Features**

Baseball Diamond (Unlighted) , Basketball Courts (Lighted / Outdoor) , Childrens Play Area , Football Field (Unlighted) , Picnic Tables , Soccer Field (Unlighted)

**LAKE VIEW TERRACE PARK/REC CENTER**

11075 Foothill Blvd., Lake View Terrace, CA 91342

**Facility Features**

Basketball Courts (Lighted / Indoor) , Basketball Courts (Lighted / Outdoor) , Childrens Play Area, Community Room , Picnic Tables , Tennis Courts (Lighted) , Dance Room , Equestrian Center , Kitchen , Stage

**HANSEN DAM**

11770 Foothill Blvd., Lake View Terrace, CA 91342

**WOODLEY PARK**

6350 Woodley Ave, Van Nuys, CA 91436

**Facility Features**

Barbecue Pits , Baseball Diamond (Unlighted) , Childrens Play Area , Picnic Tables , Restroom(s) , Archery Range , Cricket Field(s)

**ORCUTT RANCH**

23600 Roscoe Blvd., West Hills, CA 91304

Orcutt Ranch was the vacation and retirement estate of William Warren Orcutt, who purchased the property 1917. The 3,060-square-foot residence, with its Spanish Colonial Revival Style and Mission Revival Style architecture, was completed in approximately 1926. It features glazed tiles from Mexico and carved mahogany and walnut from the Philippines. Visitors are surprised to find that the design of the home prominently incorporates bas-relief Swastika architectural decoration. The symbol chosen due to its connection with Native American traditions, and well before the Nazis turned it into a symbol of anti-Semitism. The historic property features not only the Spanish-style adobe residence with an abundance of gorgeous, architectural features but extensive gardens including a seasonal rose garden, a large variety of plants and trees, including a historic 700 year old oak tree, creeks, nature trails, fruit orchards, a rustic barn, courtyard and gazebo. Orcutt Ranch is available to rent for the most picturesque weddings, special events and filming.

**WATTLES MANSION**

824 N Curson Ave., Los Angeles, CA 90046

Jualita", as it was then known, was the winter home of Gurdon Wattles, a businessman and banker from Omaha, Nebraska. Designed by noted architects Myron Hunt and Elmer Gray in 1907 (who also designed the Beverly Hills Hotel, Huntington Library and Rose Bowl in Pasadena). The property has been featured in many feature films over the years, hosted many weddings and special events, including interior design showcase houses which helped restore the property to its original luster. Wattles Mansion and Gardens is a designated City of Los Angeles Cultural Monument and features gorgeous landscaping, original architectural features and a wide variety of plants and shrubs including a seasonal rose garden.

NOTE CLOSED DUE TO FIRE.

**ERNEST DEBS PARK**

4235 Monterey Road, Los Angeles, CA 90032

**Facility Features**

Barbecue Pits , Picnic Tables , Bike Path , Hiking Trail , Pond

**GOLF COURSES**

Various available upon request

**ANY OTHER LOCATION THAT CONCESSIONAIRE FEELS IS VIABLE WITHIN THE CITY OF LOS ANGELES**