



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposal PUBLIC WI-FI SYSTEM AT MULTIPLE FACILITIES (CON-M25-007)

**Release Date:**

**September 3, 2025**

**Pre-Proposal Conference:**

**October 1, 2025**

**Due Date:**

**November 10, 2025**

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REQUEST FOR PROPOSAL  
LOS ANGELES DEPARTMENT OF RECREATION AND PARKS  
PUBLIC WI-FI SYSTEM AT MULTIPLE FACILITIES

**I. INTRODUCTION**

The City of Los Angeles Department of Recreation and Parks (RAP), seeks proposals from interested and qualified firms to design, deploy and manage a non-exclusive Wi-Fi System (Concession) at various parks throughout the City, including Griffith Park, Venice Beach and Lake Balboa/Anthony C. Beilenson Park. The operation of the Concession will be in accordance with this Request for Proposal (RFP) and the draft Concession agreement (Agreement).

**Term** Five (5) years with one five-year extension option at RAP's sole discretion.

**Compensation** The minimum acceptable fee to be paid by the Operator to RAP is forty percent (40%) of gross revenue. See Section IV. Compensation Plan of this RFP.

The proposing individual or company (hereinafter "Proposer") shall demonstrate their experience of having successfully designed, deployed, managed and maintained a public Wi-Fi system as well as show their proven ability to perform business, clearly articulate achievable plans for an innovative and profitable operation, and the ability to document compliance with appropriate laws and regulations.

**II. OBJECTIVES**

The Concessionaire will design, deploy, manage and maintain a Wi-Fi system, at its own expense, and provide reliable Wi-Fi services to park patrons. The Concessionaire must provide service options that include complimentary and paid Wi-Fi as defined in this RFP, and will be permitted to sell advertising or secure sponsorship on the complimentary Wi-Fi system. The Concessionaire will also be permitted to provide contractual Wi-Fi services to RAP tenants, concessionaires, and other businesses operating on park property.

The Concessionaire will:

- At a minimum, provide IEEE Standard 802.11ac/ax Wi-Fi access for use by park patrons.
- Provide all infrastructure to support the Wi-Fi system.
- Ensure minimum download speeds of 10 Mbps and upload speeds of 2 Mbps per connected device in any given time and coverage area.
- Offer an option of free Wi-Fi access which may be supported through advertising.
- Provide on-going maintenance of the Wi-Fi system.
- Establish, develop and increase a strong customer base through the use of marketing and advertising tools and outreach to the community.
- Implement, maintain and enforce all security rules and regulations related to the Wi-Fi system.
- Inform RAP of changes to legal requirements that will affect the Wi-Fi system.
- Ensure the Wi-Fi system includes the latest security features.

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

### **III. DESCRIPTION OF THE OPPORTUNITY**

RAP is dedicated to enhancing quality of life for its constituents and the community by providing accessible and diverse recreational programs, maintaining beautiful parks, and preserving natural resources. A functional, user-friendly public Wi-Fi system will play an important role in supporting these goals by promoting community engagement and enriching the visitor experience, while generating revenue for the Concessionaire and RAP.

A. The concessionaire will have rights to provide Wi-Fi in the following areas:

- Venice Beach
- Griffith Park
- Lake Balboa/Anthony C. Beilenson Park
- Elysian Park
- Echo Park
- MacArthur Park
- Warner Park
- Other RAP parks equipped with band shells
- Other RAP facilities suggested by Concessionaire and approved by RAP

B. Standard of Performance:

All Services required must be performed with the degree of skill, care, and diligence normally shown by a professional Concessionaire performing work of comparable scope, purpose and magnitude.

The Concessionaire must at all times use its best efforts to assure timely and satisfactory rendering and completion of its Services. The Concessionaire must at all times act in a manner consistent with the Concessionaire's professional obligations assumed by it in entering into this Agreement. Concessionaire must perform all Services in accordance with the terms and conditions of the Concession Agreement.

The Concessionaire must assure that all services that require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in providing Wi-Fi services and appropriately licensed, as required herein, and by law if applicable. The Concessionaire remains responsible for the professional and technical accuracy of all services and deliverables furnished, whether by the Concessionaire or subcontractor or others on its behalf.

The Concessionaire shall establish and maintain procedures and controls that are acceptable to RAP for the purpose of assuring that no information contained in its records or obtained from RAP shall be used by or disclosed by Concessionaire or subcontractors, except as required to efficiently perform duties under the Contract.

### C. Advertising and Sponsorship

The Concessionaire will be permitted to sell advertising and/or secure sponsorship for the complimentary Wi-Fi system. Pop-up and interactive advertising are not allowed at any time. Non-interactive advertising/sponsorship will only be permitted on the initial splash page and customers will only be required to watch one advertisement or sponsorship clip of a maximum length of 30 seconds per 60-minute use of the Complimentary Service.

### D. Services Provided

The Concessionaire will be required to provide Wi-Fi service options to the public as follows:

- Complimentary (Free, with advertising/sponsorship)

The Concessionaire will be required to provide park patrons with complimentary Wi-Fi service at a minimum bandwidth of 100 Mbps. Users will watch no more than one 30-second advertisement or sponsorship clip per 60-minute session.

- Standard Pay-For-Use

The Concessionaire must include in their proposal an option for park patrons to use Pay-for-Use Wi-Fi service which provides faster upload and download speeds with no advertisements. Session times and corresponding fees should be proposed by the Concessionaire and are subject to RAP approval.

RAP will evaluate minimum download and upload speeds on an annual basis with the Concessionaire and adjust minimum speeds in order to ensure that the RAP Wi-Fi system remains current with advancing Wi-Fi technology.

The Concessionaire may also provide services to its subscribers and/or roaming partners, if applicable, with no direct charge to the customer and without any sponsorship/ advertising splash page. Proposers should detail these types of existing arrangements in their response to this RFP.

### E. Coordination of Design and Construction

The Concessionaire will be responsible for managing all aspects of construction activities required to deploy and maintain the Wi-Fi system. The Concessionaire will be required to coordinate with RAP and other CITY departments, including obtaining all necessary permits required to execute its proposed business plan and Wi-Fi solution. Concessionaire will be required to manage all of its activities in a highly professional manner with minimum disruption to RAP operations and activities.

## IV. PROPOSAL ITEMS

Proposers should include detailed responses to each Proposal Item. The highest ranked proposer will be awarded a Concession Agreement (Agreement) and will be expected to deliver all Proposal Items as described in their proposal and in the Agreement. 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 D), including the Standard Provisions for City Contracts (Rev. 1/25) [v.2] attached as Exhibit A to the Sample Agreement. The contents of the winning proposal will be deemed a binding commitment and will 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. PROPOSALS WHICH INCLUDE MULTIPLE PLAN OPTIONS WILL BE FOUND NON-RESPONSIVE TO THIS RFP.**

**A. Background and Experience (Refer to Exhibit B: Administrative Requirements)**

Proposers must provide a written explanation of their background and experience in operating a Wi-Fi system similar to that desired as a result of this RFP. A minimum of three years of experience in managing a Wi-Fi system within the last five years is required. Refer to Instructions to Proposers (Exhibit A) 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 – Objectives)**

The Business Plan must describe the goals, strategies, and tactics the proposer plans to use to achieve the Objectives stated in Section II of this RFP. It should include information about the target market, competition, marketing strategies, financial projections, funding information, and organizational structure. The Concessionaire shall coordinate with RAP staff in order to provide seamless service. Proposers are to provide detailed responses to the following:

- Describe the goals, strategies, and tactics that will be implemented to achieve the objectives of this RFP and describe how your experience operating a similar Wi-Fi system will help to achieve the stated goals.
- Include staffing and management considerations, at a minimum:
  - An organization chart or list identifying all key personnel and their functions.
  - Background and qualifications of key personnel, including licenses and certifications.

- Include a market analysis and describe a sales and marketing plan which details methods of customer acquisition and increasing and maintaining customers and sales.
- Identify available capital and any needed resources to support your operation.
- Provide a specific plan to maintain and monitor customer satisfaction.
- Provide a minimum of three business references.

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

Proposers are encouraged to consider and propose additional creative revenue streams and/or services, 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 activity.

#### **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 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 F. An electronic version of the Pro Forma is available at [Concession Opportunities | City of Los Angeles Department of Recreation and Parks](#). Click on the link and look for the Pro Forma link for this opportunity. 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 ten-year term, including projected revenues for each category of sales; variable costs (e.g., cost of goods sold); fixed costs (e.g., salaries, advertising and marketing, 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 operational 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 the Concession. The plan should include market analysis,

pricing strategy, partner relations, marketing and promotions, staff training, performance monitoring, technology integration, and customer service and feedback. Proposers are to discuss and display the following information:

- **Wi-Fi System Operation and Maintenance Plan**

- Describe all concession-related equipment required for system deployment. RAP may provide assistance in accessing utilities infrastructure required for deployment.
- Describe plan for ongoing maintenance of the system and repair/replacement of equipment, if needed. All equipment must be in good working condition throughout the term of the Agreement.
- List all required permits and licenses including, but not limited to, any permits required by the City of Los Angeles Department of Building and Safety (LADBS) and a Los Angeles Business Tax Registration Certificate. All permits and licenses must be maintained throughout the term of the Agreement.

- **Staffing Plan**

- Include the number of staff members required, during the deployment, management and maintenance of the Wi-Fi system.

A minimum of one contact person must be available at all times to address any operational or customer service issues.

**Note: The contact person must have a minimum of three years of experience in overseeing a Wi-Fi system operation.**

- **Staff Training**

- 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.

- **Customer Service Plan**

- Identify customer service goals and policies.
- Describe the 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 a quality assurance program that will be applied.
- List customer guarantees 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 service surveys.



## **D. Compensation Plan**

Proposers are to complete the Financial Offer Form (Exhibit G) and specify their proposed percentage of gross receipts (PGR). 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) is forty percent (40%).

- PGR must be stated as a percentage of gross receipts. Refer to Exhibit D, Section 7.C, for the definition of gross receipts.
- The revenue-sharing terms must be indicated in the Pro Forma Financial Statement Submittal Form.
- Proposals 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.

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

## **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 A)
- Proposal Deposit - \$5,000.00 (Exhibit A)
- Experience and References (Exhibit A)
- Financial Capacity (Exhibit A)
- Compliance Documents (Exhibit C)
- Financial Offer Form (Exhibit G)
- Terms and Conditions Acceptance Form (Exhibit H)

## **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>PROPOSAL EVALUATION CRITERIA</b>	
<b>DESCRIPTION</b>	<b>WEIGHT</b>
BACKGROUND AND EXPERIENCE	20 %
BUSINESS PLAN	25 %
MANAGEMENT AND OPERATIONS PLAN	25 %
COMPENSATION PLAN	30 %
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 the proposer in writing of the General Manager's recommendation. An agreement is deemed to be effective upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

The awarded Proposer 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 must be submitted.

The performance deposit for this Agreement is Ten Thousand Dollars (\$10,000.00).

### **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.

#### **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 the City-wide Wi-Fi concession. 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.

#### **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."

## **VI. EXHIBITS**

- A. Instructions to Proposers
- B. Administrative Requirements
- C. Compliance Documents
- D. Sample Concession Agreement with Standard Provisions for City Contracts (Rev. 1/25)  
[v.2]
- E. Insurance Requirements
- F. Pro-Forma Template
- G. Financial Offer Form
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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. **Proposals must contain ALL of the following:**

**1. Cover Letter**

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

- Proposing company's legal name (to be used on all documentation associated with this RFP and the resultant Agreement).
- Type of business (corporation, partnership, or sole proprietorship).
- Key names, including title and position.

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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).
- E-mail addresses, and any other information needed by City staff to contact proposers.
- A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth 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 it's 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)

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Proposers must have at least **three years** of experience in the last five years actively operating and managing a similar business.

- 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 actively operating and managing a similar business.**

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 operating and managing a similar business
- 2.2.2** Proposer's years of above experience
- 2.2.3** Extent of any related experience
- 2.2.4** Additional information that demonstrates your qualifications

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

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

- 2.3.1** List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for the termination.
- 2.3.2** List of all contracts which terminated during 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

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numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.)

**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 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):

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

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

**2.6.3 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):

- ☐ Bank statements for the proposing entity for the twelve (12) months preceding the release date of this RFP.

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\_\_\_\_ 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 July 2025 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 B for Administrative Requirements. Documents in Section I and Section II are to be submitted by ALL proposers. Documents listed in Section III are to be submitted only by the proposer selected for the award of the agreement.

**4. Proposal and Performance Deposits**

The Proposal Deposit required for this Request for Proposal is Five Thousand Dollars (\$5,000.00). The selected proposer will have thirty (30) calendar days from the date the Agreement award is approved by City Council, to review, sign and return it to RAP. In the event the selected proposer fails to return the signed Agreement and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied. 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 Ten Thousand Dollars (\$10,000.00), in the form of a cashier's check only, payable to the **City of Los Angeles**, will be required from the successful proposer. 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.

**C. Proposal Submittal Information**

**Deadline for Submission**

To be considered, proposals must be received on or before **November 10, 2025** at 2:00 p.m.



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**Where to Submit your Proposal**

The complete proposal package shall be submitted electronically no later than **2:00p.m. on November 10, 2025**. Proposals will only be accepted electronically - no hard copy or hand delivery of proposals. Proposals must be received by the deadline stated above delivered via email to: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org) or via Dropbox. 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 day and time appointed, all timely submitted proposals will be opened and the name of the proposer(s) announced. No other information about the proposals will be made public until such time as a recommendation concerning proposals is made to the Board of Recreation and Park Commissioners (Board).

RAP reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn, by written request 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.

**Mandatory Pre-Proposal Conference (Conference)**

Date: October 1, 2025

Time: 11:00 a.m.

Location: Via zoom at the following link:

<https://us02web.zoom.us/j/81207256135> or Telephonically at (669)900-6833,  
Meeting ID 81207256135#

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.**

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**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: [Latricia.Jones@lacity.org](mailto:Latricia.Jones@lacity.org)

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. 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 October 20, 2025 at 5:00 PM.**

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

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

If City requirements or the specifications prevent proposers from submitting a proposal that would be beneficial to the City, please address the concern to the Contract Coordinator.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage proposers or, due to unclear instructions, may result in RAP not receiving the best possible responses from proposers.

**D. Document Check**

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

The complete RFP package and all forms and information are 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**

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PUBLIC WI-FI SYSTEM AT MULTIPLE FACILITIES  
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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.

## **PROPOSAL CHECKLIST**

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

- ☐ 1. Cover Letter (Exh. A)
- ☐ 2. Proposer's Signature Declaration and Affidavit (Exh. C)
- ☐ 3. Disposition of Proposals (Exh. C)
- ☐ 4. Pro-Forma Template (Exh. F)
- ☐ 5. Financial Offer Form (Exh. G)
- ☐ 6. Terms and Conditions Acceptance Form (Exh. H)
- ☐ 7. Proposal Deposit (Exh. A)

### **PART II – Additional Items to be completed on RAMP by ALL proposers**

- ☐ 8. Business Inclusion Program Requirements (BIP) (Exh. C)
- ☐ 9. Municipal Lobbying Ordinance/Bidder's Certification – CEC Form 50 (Exh. C)
- ☐ 10. Prohibited Contributors – CEC Form 55 (Exh. C)
- ☐ 11. Contractor's Responsibility Ordinance Statement (Exh. C)
- ☐ 12. Los Angeles Residence Information (Exh. C)
- ☐ 13. Certification of Compliance with Child Support Obligations (Exh. C)
- ☐ 14. Iran Contracting Act of 2010 Compliance Affidavit (Exh. C)
- ☐ 15. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (WRO) (Exh. C Exemption Only)
- ☐ 16. Equal Benefits Ordinance Statement (EBO)/First Source Hiring Ordinance (FSHO) (Exh. C)
- ☐ 17. Disclosure Ordinance Affidavit (Exh. C)
- ☐ 18. Contractor's Responsibility Ordinance Pledge of Compliance (Exh. C)
- ☐ 19. Americans with Disabilities Act Certification (Exh. C)

☐

### **PART III - (Additional Items to be submitted ONLY by selected Proposer Prior to Award of Contract.)**

- ☐ 20. City-Approved Proof of Insurance (Exh. E)
- ☐ 21. Financial Guarantee: Performance Deposit (Exh. C)
- ☐ 22. Business Tax Registration Certificate (Exh. C)
- ☐ 23. Federal Tax ID Number and Form W-9 (Exh. C)

## PROPOSAL SUBMISSION AND MEETING ATTENDANCE INSTRUCTIONS

## IMPORTANT DATES

<p><b>OCTOBER 1, 2025</b></p>	<p><b><u>MANDATORY</u> PRE-PROPOSAL MEETING</b></p> <p>A Mandatory pre-proposal meeting will be conducted at <b>11:00 A.M.</b>, on <b>October 1, 2025</b> via zoom at the following link <a href="https://us02web.zoom.us/j/81207256135">https://us02web.zoom.us/j/81207256135</a> or telephonically at (669) 900-6833; Webinar ID: 812 0725 6135.</p>
<p><b>NOVEMBER 10, 2025</b></p>	<p><b>DEADLINE AND SUBMISSION INFORMATION</b></p> <p>Proposals must be received no later than <b>2:00 P.M.</b> on <b>November 10, 2025</b>. 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-M25-007 Public Wi-Fi System at Multiple Facilities 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 part one of X number total (for example <b><u>CON-M25-007 Public Wi-Fi System at Multiple Facilities RFP – Part 1 of 3</u></b>). 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/k0vao2LGhAlcMTtyrTs7">https://www.dropbox.com/request/k0vao2LGhAlcMTtyrTs7</a>. Please have <b><u>CON-M25-007 Public Wi-Fi System at Multiple Facilities 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, “Public Wi-Fi System at Multiple Facilities RFP”, 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/88582644485">https://us02web.zoom.us/j/88582644485</a> or via phone at: 669 900 6833 Webinar ID: 885 8264 4485. <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>

**PROPOSAL DEPOSIT**

As part of the required proposal submission items, proposal deposits must also be received no later than **2:00 P.M. on November 10, 2025**. 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: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org). to arrange and confirm a day and time to drop off deposit.

Proposers may also have proposal deposits delivered by UPS/FedEx to the address above. Please **do not** 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 **must** 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: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org).

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**ADMINISTRATIVE REQUIREMENTS**

As part of the RFP process, all proposers are to review, complete, and submit both administrative and compliance documents.

Information, related forms, and instructions are located in Exhibit C 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.

**PART I (These items are to be submitted with the Response by all Proposers)**

The following items MUST be included with your proposal:

1. Cover Letter (Exhibit A)
2. Proposer's Signature Declaration and Affidavit (Section A of Exhibit C)  
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.
3. Disposition of Proposals (Section B of Exhibit C)  
The document must be signed by an individual authorized to bind the proposer.
4. Pro-Forma Template (Exhibit F)
5. Financial Offer Form (Exhibit G)
6. Terms and Conditions Acceptance Form (Exhibit H)
7. Proposal Deposit (Exhibit A)

**PART II (These items are to be completed and submitted in RAMP by all Proposer)**

8. Business Inclusion Program (BIP) Requirements (Section C of Exhibit C)  
It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described

**REQUEST FOR PROPOSAL  
PUBLIC WI-FI SYSTEM AT MULTIPLE FACILITIES  
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in Business Inclusion Program (BIP) Requirements (Section C of Exhibit C), 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 C of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([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 C of Exhibit C) 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>

9. Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission (CEC) Form 50 (Section D of Exhibit C)  
Please read the instructions in Exhibit C.
10. Prohibited Contributors – Compliance with Los Angeles City Charter Section 470(c)(12) - CEC Form 55 - (Measure H) (Section E of Exhibit C)  
Please read the instructions in Exhibit C.
11. Contractor Responsibility Ordinance Statement (Section F of Exhibit C)  
Pages 1 through 6 of the document must be completed and submitted on RAMP.
12. Los Angeles Residence Information – Percentage of Workforce Residing in Los Angeles (Section G of Exhibit C)  
Please complete and submit on RAMP.
13. Certification of Compliance with Child Support Obligations (Section H of Exhibit C)  
Please complete and submit on RAMP.
14. Iran Contracting Act of 2010 Compliance Affidavit (Section I of Exhibit C)  
Please complete and submit on RAMP.
15. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section J of Exhibit C). Documents only required to be completed and submitted on RAMP if the proposer is applying for an exemption to the ordinance requirements.
16. Equal Benefits Ordinance Affidavit/First Source Hiring Ordinance (FSHO) (Section K of Exhibit C). Please read the instructions in Exhibit C. Please complete and submit on RAMP.



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17. Disclosure Ordinance Affidavit (Section L of Exhibit C)  
Please read the instructions in Exhibit C. Please complete and submit on RAMP.
18. Contractor Responsibility Ordinance – Pledge of Compliance (Section M of Exhibit C)  
Please complete and submit on RAMP.
19. Americans with Disabilities Act Certification (Section N of Exhibit C)  
Please complete and submit on RAMP.

**PART III (These items are to only be submitted by the selected Proposer prior to Award of the Contract)**

*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.*

20. City-approved Proof of Insurance. (Section O of Exhibit C and Exhibit E)  
Please submit a copy of documentation showing proof of insurance. Also, upload insurance to Track4LA™ (now known as KwikComply™) 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>.
21. Financial Guarantee: Performance Deposit (Section P of Exhibit C). Please submit when requested.
22. Business Tax Registration Certificate (Section Q of Exhibit C).  
Please complete and submit when requested.
23. Federal Tax ID Number and Form W-9 (Section R of Exhibit C)  
Complete and submit an original Form W-9. The name on the W-9 must match the proposer's legal business name, as listed on the Proposer's Signature Declaration and Affidavit.

Failure of the selected proposer to submit all the required documents (specified as items numbered 20 – 23 above) and submit a signed Agreement within thirty (30) calendar days from the date the contract award is approved by City Council shall cause the proposal to be deemed non-responsive, and a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the date the contract is approved by City Council, the contract is not signed and compliance documents not submitted and received by the Board Office, the City maintains the right to move on to the proposer with the next highest selection ranking.

**PART IV (These items are provisions that will be part of the contract. No forms or documents are required to be submitted)**

24. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Section S of Exhibit C). Please read Section S in Exhibit C.

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25. Contractor's Performance Evaluation Ordinance (Section T of Exhibit C). Please read Section T in Exhibit C.
26. Contractor's Use of Criminal History for Consideration of Employment Applications Ordinance (Fair Chance Initiative for Hiring) (Section U of Exhibit C). Please read Section U in Exhibit C.
27. Standard Provision for City Contracts (Section V of Exhibit C). Please read Section V in Exhibit C.

# 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: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)



# **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	Proposer's Signature Declaration and Affidavit	
B	Disposition of Proposals	

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

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

C	Business Inclusion Program (BIP) - Schedule A	
D	Bidder Certification CEC Form 50 (Municipal Lobbying Ordinance)	
E	Prohibited Contributors (Bidders) CEC Form 55 (Campaign Finance Ordinance)	
F	Contractor Responsibility Ordinance Questionnaire	
G	Contractor Workforce Information Form (LA Residence Information)	
H	Certification of Compliance with Child Support Obligations	
I	Iran Contracting Act of 2010 Compliance Affidavit	
J	Living Wage Ordinance (LWO) / Worker Retention Ordinance (WRO)	
K	Equal Benefits Ordinance (EBO) / First Source Hiring Ordinance (FSHO)	
L	Disclosure Ordinances (Slavery and Border Wall Contracting)	
M	Contractor Responsibility Ordinance Pledge of Compliance	
N	Certification of Compliance with the Americans with Disabilities Act	

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

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

O	Insurance Requirements: Workers' Compensation, General Liability, Auto Liability <i>Proposer's insurance agent must submit Acord 25 Form to CAO Risk Management at <a href="https://kwikcomply.org">https://kwikcomply.org</a></i>	
P	Financial Guarantee: Performance Deposit. <b>ONLY</b> if required by the solicitation.	
Q	Business Tax Registration Certificate (BTRC)	
R	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.**

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

### **PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

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

#### **INSTRUCTIONS:**

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

#### **Signatures:**

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

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

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

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

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_

being first duly sworn, deposes and states: That the undersigned

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

Is of \_\_\_\_\_

(Name of firm / business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, include 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)

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

## **SECTION B**

### **DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

#### **INSTRUCTIONS:**

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

#### **Signatures:**

The person signing must be authorized to bind the proposer.



## **Disposition of Proposals**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles (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.”

\_\_\_\_\_  
Signature of person authorized to bind proposer

\_\_\_\_\_  
Date

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION II**

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

All Compliance Documents listed in this Section must be submitted via RAMP by the proposal deadline. Refer to the link below on 'How to Successfully Submit Your Proposal on RAMP.' This step-by-step video will assist you through the submission process.

[www.youtube.com/watch?v=mgCUq8c4IIA](http://www.youtube.com/watch?v=mgCUq8c4IIA)

## Section C

### 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** the BIP Schedule A on RAMP by the deadline date.

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	18 %
WBE Participation	4 %
SBE Participation	25 %
EBE Participation	8 %
DVBE Participation	3 %

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.

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

**SUMMARY**

This policy sets forth the City of Los Angeles' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Failure to demonstrate an outreach on the 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 the 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 the Contract Coordinator listed in the RFP.
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call the Contract Coordinator listed in the RFP.

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

***Each indicator (2-7) 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 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+

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 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.

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
MBE Participation	\$	%	WBE Participation	\$	%
SBE Participation	\$	%	EBE Participation	\$	%
DVBE Participation	\$	%	OBE Participation	\$	%

<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**  
**MBE/ WBE/ SBE/ DVBE/ OBE UTILIZATION PROFILE**

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

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>	\$
--	----

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

**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>	

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

**\*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 D

### 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.gov/publications/bidders-contractors-brochure>

<https://ethics.lacity.org/pdf/forms/city/CEC50.pdf>

### INSTRUCTIONS

All Proposers **MUST complete** the [Bidder Certification CEC Form 50](#) on RAMP by the deadline date.

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

## Section E

### 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** the [Prohibited Contributors \(Bidders\) Form 55](#) on RAMP by the deadline date. Detailed instructions on proper completion of the form are provided here: [Prohibited Contributors \(Bidders\) Form 55 Instructions](#).

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

## 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** an initial submission of the [Service Contractor Responsibility Ordinance \(CRO\) Questionnaire](#) on RAMP by the deadline date.

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

## Section G

### 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** the enclosed City of Los Angeles Contractor Business Locations and Workforce Information Form on RAMP by the deadline date.

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 H

### 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** the enclosed Certification of Compliance with Child Support Obligations on RAMP by the deadline date.

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 I

### 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** the [Iran Contracting Act of 2010 Compliance Affidavit](#) on RAMP by the deadline date.

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

**Section J**  
**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 and on RAMPLA.org:

[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 claimed, Proposer must complete and submit the appropriate exemption form on RAMP by the deadline date. Additional forms will be required from the successful Proposer within 30 days of contract execution as described above.

**Section K**  
**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 L</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>.

## **Section M**

### **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**

Proposer **MUST complete** the [Pledge of Compliance with Contractor Responsibility Ordinance](#) on RAMP by the deadline date.

## **Section N**

### **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**

Proposer **MUST complete** the Certification of Compliance with the Americans with Disabilities Act on RAMP by the deadline date.



## **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

# **REQUEST FOR PROPOSALS CITY CONTRACTING REQUIREMENTS**

## **SECTION III**

**Required Items Prior to Award of Contract**

## Section O

### 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 P**

**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 Q**

### **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 R**

### **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 S**

### **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 T**

### **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 U**

### **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 V**

### **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 \(Rev. 1/25\) \[v.2\]](#)

CONCESSION AGREEMENT  
FOR THE DESIGN, DEPLOYMENT AND MANAGEMENT OF  
THE PUBLIC WI-FI SYSTEM

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

[NAME OF CONCESSIONAIRE]

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**CONCESSION AGREEMENT FOR THE DESIGN, DEPLOYMENT AND MANAGEMENT OF  
THE PUBLIC WI-FI SYSTEM FOR THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

THIS Agreement (hereinafter "AGREEMENT" or "CONTRACT") 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 Name of Contractor. (hereinafter referred to as "CONCESSIONAIRE").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing wireless fidelity (Wi-Fi) internet access through this concession (hereinafter "CONCESSION"); and

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

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

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

**WHEREAS**, RAP advertised for proposals for the design, deployment and management of the CONCESSION; and

**WHEREAS**, RAP received and evaluated XXX (XXX) proposal which were received on XXXXXX; and

**WHEREAS**, CONCESSIONAIRE was a responsive proposer, and selected to provide Wi-Fi service in accordance with the terms and conditions of this AGREEMENT; and

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

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

**SECTION 1. DEFINITIONS**

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

AGREEMENT:	This CONCESSION AGREEMENT consisting of twenty-two (22) pages and nine (9) exhibits (A-I) attached hereto
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BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Design, deployment and management of the public Wi-Fi system for the City of Los Angeles Department of Recreation and Parks
CONCESSIONAIRE:	[CONCESSIONAIRE NAME]
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
LOCATION:	Various Park Locations listed on page 3
RAP:	Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 01/25 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 to design, deploy and manage the RAP Wi-Fi system and offer related services as approved by the GENERAL MANAGER. Use and activities by the CONCESSIONAIRE are identified in Exhibit B, and the Wi-Fi system shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

The CONCESSION rights herein granted shall be carried out solely within the limits and confines of said areas designated as Wi-Fi service locations (SECTION 3) in this AGREEMENT. CONCESSIONAIRE, by accepting the AGREEMENT, agrees for itself, and its successors and assigns, that it will not make use of the Wi-Fi system in any other manner than designated and approved.

While CONCESSIONAIRE is granted the right to design, deploy and manage the Wi-Fi system, this right does not prohibit RAP from hiring other internet service providers for other RAP projects.

In the event of a conflict between CONCESSIONAIRE and any other concessionaire or any lessee 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.

### **SECTION 3. TECHNICAL REQUIREMENTS**

CONCESSIONAIRE shall provide a functional, user-friendly public Wi-Fi system in the following areas:

- Venice Beach
- Griffith Park
- Lake Balboa/Anthony C. Beilenson Park
- Elysian Park
- Echo Park
- MacArthur Park
- Warner Park
- Other RAP parks equipped with band shells
- Other RAP facilities suggested by Concessionaire and approved by RAP

CONCESSIONAIRE shall not use or allow the Wi-Fi service to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies, departments or officers thereof, including CITY.

CONCESSIONAIRE will coordinate with RAP Information Technology staff on Wi-Fi access technical requirements.

#### **A. Standard of Performance:**

CONCESSIONAIRE shall perform all services with the degree of skill, care, and diligence normally shown by a professional performing work of comparable scope, purpose and magnitude.

CONCESSIONAIRE must at all times use its best efforts to assure timely and satisfactory rendering and completion of its services and act in a manner consistent with the professional obligations assumed by it in entering into this Agreement.

CONCESSIONAIRE must perform all services in accordance with the terms and conditions of the Concession Agreement.

CONCESSIONAIRE must assure that all services that require the exercise of professional skills or judgment must be accomplished by professionals qualified and competent in providing Wi-Fi services and appropriately licensed, as required herein, and by law if applicable. The CONCESSIONAIRE remains responsible for the professional and technical accuracy of all services and deliverables furnished, whether by the CONCESSIONAIRE or subcontractor or others on its behalf.

CONCESSIONAIRE shall establish and maintain procedures and controls that are acceptable to RAP for the purpose of assuring that no information contained in its records or obtained from RAP shall be used by or disclosed by Concessionaire or subcontractors, except as required to efficiently perform duties under the Contract.

#### **B. Services Provided:**



CONCESSIONAIRE must provide IEEE Standard 802.11ac/ax Wi-Fi access for use by park patrons where the total bandwidth per coverage area ensures minimum download speeds of 10 Mbps and upload speeds of 2 Mbps per concurrent device in use. CONCESSIONAIRE shall use Traffic Management tools to deliver Quality of Service for the best user experience. CONCESSIONAIRE shall implement a Fair Sharing policy to prevent overconsumption by a small number of concurrent devices.

#### Service Options:

- Complimentary (Free, with advertising/sponsorship)

CONCESSIONAIRE must provide park patrons with complimentary Wi-Fi service at a minimum bandwidth of 10 Mbps download and 2 Mbps upload speed per concurrent device in use. Users will watch no more than one 30-second advertisement or sponsorship clip per 60-minute session.

- Standard Pay-For-Use

CONCESSIONAIRE must provide an option for park patrons to use Pay-for-Use Wi-Fi service which provides faster upload and download speeds with no advertisements. Session times and corresponding fees will be (as proposed by the Concessionaire) and are subject to RAP approval.

RAP will evaluate minimum download and upload speeds on an annual basis with the CONCESSIONAIRE and adjust minimum speeds in order to ensure that the RAP Wi-Fi system remains current with advancing Wi-Fi technology.

CONCESSIONAIRE may also provide services to its subscribers and/or Roaming Partners, if applicable, with no direct charge to the customer and without any sponsorship/advertising splash page. [These types of existing arrangements as proposed in response inserted here].

#### C. Coordination of Design and Construction

CONCESSIONAIRE will be responsible for managing all aspects of construction activities required to deploy and maintain the Wi-Fi system. The CONCESSIONAIRE shall be required to coordinate with RAP and other CITY departments, including obtaining all necessary permits required to execute its business plan and Wi-Fi solution. CONCESSIONAIRE shall manage all of its activities in a highly professional manner with minimum disruption to RAP operations and activities.

CONCESSIONAIRE may request to use the RAP logo and the RAP website address for the Wi-Fi system, subject to RAP approval. RAP owns the RAP logo, domain names, and all assets.

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the deployment of the Wi-Fi system, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such services. Any breach of this condition shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the Wi-Fi system is not deployed, not deployed as stipulated, or not deployed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the deployment and services from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in SECTION 13, "Performance Deposit," herein. Failure to complete deployment of the Wi-Fi system within [insert timeline agreed upon], shall subject CONCESSIONAIRE to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit.

RAP reserves the right to further develop or improve Wi-Fi service as it sees fit, and without interference or hindrance, however RAP shall consider the desire and views of CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the Wi-Fi system.

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

The term of the AGREEMENT shall be five years, with one (1) five-year extension option, exercisable at the sole discretion of RAP's General Manager, effective on [INSERT COMMENCEMENT DATE]. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT.

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

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

**A. Conduct**

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

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

1. CONCESSIONAIRE, in its operations of the Wi-Fi system, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the Wi-Fi system covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the Wi-Fi system authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.
2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Exhibit A Section PSC-9, CITY shall have the right to terminate the AGREEMENT and hold the same as if said AGREEMENT had never been executed.
3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

**C. Services**

CONCESSIONAIRE shall provide Wi-Fi services which reflect RAP's intent and are consistent with RAP's initiatives. Offerings shall be derived from the best quality services available. All services shall be in accordance with RAP and pre-approved by RAP. All services must be fulfilled in a timely manner, and as advertised.

All internet access service fees shall be comparable with fees at other first class, high quality, Los Angeles area institutions. Fees shall be determined with a goal of high perceived value. All fees must be displayed to users of the Wi-Fi system.

RAP agrees that CONCESSIONAIRE'S Wi-Fi services, including its schedule of fees, charges and rates for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the services offered are inadequate, of inferior quality, or if any of said fees, charges and rates are excessively high or low. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. After initial approval of Wi-Fi service fees by RAP, CONCESSIONAIRE shall provide RAP with an updated list of fees for review and consideration whenever changes are proposed.

**D. Personnel****1. 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, shall be courteous at all times. No person employed by CONCESSIONAIRE 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 CONCESSION.

**2. Account Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP, a designated Account Manager who will oversee the Wi-Fi service CONCESSION.

Such person must be qualified and experienced; 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 services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees assigned to work on this CONCESSION. The Account 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 Account Manager shall devote sufficient working time and attention to the operation of the CONCESSION in order to promote, increase and develop the CONCESSION.

If, for reasons of ill health, incapacitation, or death, the Account Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Account Manager, subject to RAP approval. If a new Account Manager is not assigned within ten business

days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

**E. Diversion of Business**

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

**F. Equipment, Software, and Expendables**

All electronic equipment, software, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense. CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, software, and expendables in good repair. All maintenance, repairs and replacement shall be performed at the sole expense of CONCESSIONAIRE.

**G. Claims for Labor and Materials**

The CONCESSIONAIRE shall promptly pay when due all amounts payable in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP (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.

**H. Marketing and Advertisements**

CONCESSIONAIRE shall take all reasonable measures, in every proper manner, to develop, maintain, and increase the business conducted by it under this AGREEMENT and as proposed in CONCESSIONAIRE'S marketing plan contained in their proposal, Exhibit B to the AGREEMENT.

CONCESSIONAIRE may sell advertising and/or secure sponsorship for the complimentary Wi-Fi system. Pop-up and interactive advertising are not allowed at any time. Non-interactive advertising/sponsorship is only permitted on the initial splash page and customers will only be required to watch one advertisement or sponsorship clip of a maximum length of 30 seconds per 60-minute use of the Complimentary Service.

CONCESSIONAIRE shall not place any physical banners, ads, or displays of any kind whatsoever without the prior written approval from RAP. RAP reserves the right to review all promotional campaigns through its Public Relations team prior to deployment.

Except as may be otherwise provided in the AGREEMENT, the CONCESSIONAIRE shall not refer to RAP or its facilities in any manner or through any medium, whether written, oral, or visual, for any purpose whatsoever, including, but not limited to, advertising, promotion, publicity, solicitation or fund-raising without the prior written permission of RAP. For purposes of soliciting new business, CONCESSIONAIRE shall have the right to use the RAP logo pending prior written approval from the DEPARTMENT.

CONCESSIONAIRE shall place a notice on the splash page indicating that CONCESSIONAIRE operates the Wi-Fi system. The email address and phone number of CONCESSIONAIRE shall be shown along with the notation that all complaints should be referred directly to CONCESSIONAIRE.

CONCESSIONAIRE shall provide the following credit, or a similar credit as approved by RAP in writing:

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

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall remove, as RAP may direct, any and all of its wording.

**I. Customer Surveys**

RAP reserves the right to instruct CONCESSIONAIRE to conduct customer survey programs covering its Wi-Fi service. The forms and techniques will be subject to prior review and approval of RAP. CONCESSIONAIRE shall provide the results from these activities to RAP in a timely manner.

**J. Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for electricity, and other utility services required to operate the Wi-Fi system, and shall be paid by CONCESSIONAIRE. CONCESSIONAIRE will pay directly for electrical, telephone and other needed services, which will be in the name of CONCESSIONAIRE.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the rental payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the electrical apparatus, or wires furnished to the Wi-Fi system; and CONCESSIONAIRE hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

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

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

**K. 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 misconduct occurring while using the Wi-Fi system. In the event of a customer complaint, CONCESSIONAIRE shall reasonably ensure that the customer receives prompt attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit C) - (see SECTION 19, "NOTICES," for mailing address). If CONCESSIONAIRE fails to rectify the conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead to further protest, RAP may, in addition to all other remedies which may be available to RAP, correct the conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

- L. 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 of environmentally unsafe products to provide Wi-Fi service.
- M. Fund Raising And/Or Special Events 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.
- N. Community Outreach**  
CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.
- O. Receipts**  
CONCESSIONAIRE shall offer invoices/receipts to customers for every transaction.

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

Wi-Fi service must be operational 365 days a year to adequately serve public demand. Hours of operation may not be changed without prior written approval of RAP. Any deviation from such days and hours shall be subject to the prior written approval of RAP.

#### **SECTION 7. COMPENSATION PLAN**

**A. Rental Payment Calculation**

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

- A percentage of gross receipts of XXX percent (XX%) on all transactions.

Refer to SECTION 7.C for the definition of "Gross Receipts."

**B. Payment Due**

Said payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit D) for the month for which a payment is submitted. The payment and Monthly Revenue Report shall be addressed to:

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

**C. Gross Receipts Defined**

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

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

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

12. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;

13. Any losses resulting from bad checks received from consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser;
14. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customers.

**D. Late Payment Fee**

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

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

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

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

**E. Compliance with Identity Theft Laws and Payment Card Data Security Standards:**

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

**SECTION 8. ADDITIONAL FEES AND CHARGES**

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative



overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.

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

## **SECTION 9. INSURANCE**

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

## **SECTION 10. MAINTENANCE OF WI-FI SYSTEM**

During all periods that the Wi-Fi system is used or under the control of CONCESSIONAIRE for the uses, purposes aforesaid, CONCESSIONAIRE shall be responsible for all damage/maintenance to the satisfaction of RAP.

- A. CONCESSIONAIRE shall provide all maintenance and service required for the Wi-Fi system and keep the CONCESSION in a professional and organized condition and appearance. RAP may direct CONCESSIONAIRE to perform necessary maintenance of the Wi-Fi system that may be required to properly maintain service in an operable and attractive condition. CONCESSIONAIRE shall provide for such replacements as may be required by or given prior written approval by RAP to comply with the requirements hereof.
- B. **Correction of Conditions Leading to Damage**  
If CONCESSIONAIRE fails, after written notice, to correct 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, any such Wi-Fi system included in said notice, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand. If, for any reason, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.
- D. **Property Damage and Theft Reporting**  
CONCESSIONAIRE shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit F) in the event that the Wi-Fi system 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 Wi-Fi system. Blank forms for this purpose shall be provided by RAP.

**E. Damage or Destruction to Wi-Fi System**

**1. Partial Damage**

If all or a portion of the Wi-Fi system is partially damaged by malware, software failure, viruses, security hacks, or other related cyber security vulnerabilities, the same will be repaired by CONCESSIONAIRE, with due diligence, at CONCESSIONAIRE'S cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for the cost and expense incurred in making such repairs. Should damage to the Wi-Fi system occur due to vandalism, CONCESSIONAIRE shall make the necessary repairs and RAP may reimburse CONCESSIONAIRE via rent credit, upon verification that such damage was due to vandalism.

**2. Extensive Damage**

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

**3. Complete Destruction**

In the event all or a substantial portion of the Wi-Fi system becomes unavailable or is destroyed by malware, software failure, viruses, security hacks, or other related cyber security vulnerabilities, or are so damaged and cannot be replaced except after more than sixty (60) days, RAP shall be under no obligation to repair, replace or reconstruct said Wi-Fi system, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said Wi-Fi system is fully restored. If within four (4) months after the time of such damage or destruction said Wi-Fi system has not been repaired or reconstructed, RAP may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if said Wi-Fi system, or a substantial portion thereof, is completely unavailable as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and RAP may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within six (6) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying RAP rent as determined above during the rebuilding of the Wi-Fi system.

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

In the application of the foregoing provisions, RAP may, but shall not be obligated to, repair or reconstruct the Wi-Fi system. If RAP chooses to do so, CONCESSIONAIRE must repair or reconstruct the Wi-Fi system to the same extent and of equal quality as obtained by RAP at the commencement of its operations hereunder. Replacement of equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such reequipping shall be equivalent in quality to that originally installed.

## **SECTION 11. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the Wi-Fi system to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or permit to be done any act or thing upon the Wi-Fi system which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT;
3. Provide Wi-Fi service in any manner that will constitute waste;
4. Use or allow the Wi-Fi system 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 Ten Thousand Dollars (\$10,000) 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 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, 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 provide Wi-Fi service, 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.

**SECTION 15. ASSIGNMENT, SUBCONTRACT, BANKRUPTCY**

CONCESSIONAIRE shall not subcontract the operation of the subject Wi-Fi system or any part thereof or allow the same to be used 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 CONCESSION upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 15, 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. Copies of invoices shall be retained so that day to day sales can be identified. Customers must receive an electronic record of their purchase.
5. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

**C. Method of Recording Gross Receipts**

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

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

CONCESSIONAIRE shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations as specified in the AGREEMENT,

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

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

## **SECTION 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 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,
3. Any and all applicable local, state and federal laws and regulations relative to the design 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 inspect, evaluate, and observe the CONCESSIONAIRE'S operation. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the CONCESSION. 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 Wi-Fi system:

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 of service sold.
3. To ensure quality control and verify the validity of mandatory operating permits

**E. Control of Wi-Fi System**

RAP shall have absolute and full access to the Wi-Fi system during the term of the AGREEMENT and may require changes and alterations therein, as may be determined by RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

**F. Business Inclusion Program**

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

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit H) when submitting the Monthly Revenue Report. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit I) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

**G. First Source Hiring Ordinance**

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to

perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.

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

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

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

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

CONCESSIONAIRE agrees to yield possession of the Wi-Fi system to RAP on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in good order and condition.

CONCESSIONAIRE shall coordinate with RAP IT staff to ensure that the Wi-Fi system can be easily accessed and maintained by RAP.

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 Wi-Fi system provided by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the Wi-Fi system to RAP, without cost to RAP.

## **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 NAME*  
Attn: CONCESSION MANAGER  
STREET ADDRESS  
CITY, STATE ZIP

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. 01/25 V.2)
- B. Proposal submitted by CONCESSIONAIRE
- C. Form General No. 87 "Non-Employee Accident or Illness Report"
- D. Remittance Advice Form
- E. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- F. Special Occurrence and Loss Report
- G. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- H. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- I. Schedule C, Final Subcontracting Report

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

CONCESSIONAIRE

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

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

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

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

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

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

## **ATTACHMENT 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
<hr/> <hr/>		
<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 _____ <i>Statutor</i> y EL _____
<hr/> <hr/>		
<b>General Liability</b>		
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____	
<hr/> <hr/>		
<b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/> <hr/>		
<b>Professional Liability</b> (Errors and Omissions)		
Discovery Period _____		
<hr/> <hr/>		
<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"/> _____	
<hr/> <hr/>		
<b>Pollution Liability</b>		
<input type="checkbox"/> _____		
<hr/> <hr/>		
<b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds		
<b>Crime Insurance</b>		
<hr/> <hr/>		
<b>Other:</b> _____ _____ _____ _____		



Exhibit B  
of  
Agreement

Proposal in Response to  
RFP No. CON-M25-007  
(to be submitted by Proposer)

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  
PUBLIC WI-FI SYSTEM AT MULTIPLE FACILITIES**

PERIOD COVERED: From: \_\_\_\_\_ To: \_\_\_\_\_

CATEGORY	GROSS SALES	Less	SALES TAX	Less	NO COMMISSION SALES	=	NET SALES	x	REVENUE SHARING RATE	=	AMOUNT DUE
Sales:	\$ -		\$ -		\$ -		\$ -		x%		\$ -
Sales:	\$ -		\$ -		\$ -		\$ -		x%		\$ -
Sales: Others	\$ -		\$ -		\$ -		\$ -		x%		\$ -
<hr/>											
Utilities:	All payments are due by the 15th calendar day of each month for the previous month.										\$ -
Late Rent Fee:											\$ -
<b>SUB-TOTAL DUE:</b>	Explain:										
Adjustments*:	<hr/>										
<hr/>											\$ -
<p>*NOTE: All adjustments and/or amortizations (allowance for rent reduction for any expenditure) must be approved <u>in writing</u> 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.</p>											
<b>TOTAL AMOUNT DUE:</b>											\$ -

I hereby certify that this is a true and correct record of the period stated above:

Signature: \_\_\_\_\_

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

(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: \$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

---

**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					AMOUNT
LOCATION					
9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL
					\$0.00
10 WHO DISCOVERED LOSS?		TITLE	DATE	TIME	A.M.
NAME					P.M.
11 HOW WAS ENTRANCE GAINED?					
12 WHO SECURED BLDG PRIOR TO OCCURENCE?		TITLE	DATE	TIME	A.M.
NAME					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		LICENSE NO OWNERS NAME, ADDRESS AND INSURANCE CO			
YEAR	MAKE				
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.

**SCHEDULE A  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

<b>Project Title</b>				
----------------------	--	--	--	--

<b>Proposer</b>	<b>Address</b>
<b>Contact Person</b>	<b>Phone/Fax</b>

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/ SBE/EBE/ DVBE/OBE	CALTRANS/ CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-bottom: 1px solid black; margin-bottom: 20px; text-align: center;">Signature of Person Completing this Form</div> <div style="border-bottom: 1px solid black; margin-bottom: 20px; text-align: center;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between;"> <div style="border-bottom: 1px solid black; width: 40%; text-align: center;">Title</div> <div style="border-bottom: 1px solid black; width: 40%; text-align: center;">Date</div> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

**MUST BE SUBMITTED WITH PROPOSAL**

**SCHEDULE B  
CITY OF LOS ANGELES  
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
---------------	--------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:	
TOTAL WBE PARTICIPATION	\$	%		
TOTAL SBE PARTICIPATION	\$	%	Title: _____ Date: _____	
TOTAL EBE PARTICIPATON	\$	%		
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

**SCHEDULE C  
CITY OF LOS ANGELES  
FINAL SUBCONTRACTING REPORT**

<b>Project Title</b>		<b>Contract No.</b>	
<b>Company Name</b>		<b>Address</b>	
<b>Contact Person</b>		<b>Phone</b>	

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

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

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form

Printed Name

Title

Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

(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.

---

### 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: \$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:

---

### Professional Liability (Errors and Omissions): No

---

### 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**

---

**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.



## Proposer Input Instructions

**General:**

- 1) Use this form to capture the financial components for all of your proposal
- 2) If there are elements of your proposal that cannot be adequately presented in this workbook, please contact us to help re-design the forms to capture your proposal. Please do not change the forms without first contacting us.
- 3) This Excel workbook is divided into multiple tabs that you can see along the bottom of the page. Simply move the computer cursor/pointer over the tab and click to move from sheet to sheet.
- 4) Please complete the sheets as thoroughly as possible to properly convey your financial proposal.
- 5) We recommend completing the Tabs from left to right, but is not mandatory and they can be completed in any order.

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

PUBLIC WI-FI SYSTEM AT MULTIPLE FACILITIES

Year 1 Forecast													
SALES	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
Services													\$0.00
Services													-
<b>Total Sales</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL INCOME</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>COST OF GOODS</b>													<b>Total Annual Inc. \$0.00</b>
Cost of Services													\$0.00
Cost of Services													
<b>Total Cost of Goods</b>	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Gross Profit from Sales</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
<b>OPERATING EXPENSES</b>													
Wage Expense													\$0.00
<b>Total Labor</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
FICA													-
CA EDD													-
Worker's comp													-
Insurance and Benefits													-
<b>Total Labor Expenses</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
<b>Varriable Expenses</b>													
Acctg/Legal													-
Cleaning & Paper Supplies													-
Credit Card Expense													-
Entertainment/Music													-
Equipment Rental													-
Laundry & Linens													-
Office Expense													-
Telephone													-
Trash Removal													-
Utilities													-
Marketing													-
<b>Subtotal Variable</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Fixed Expenses</b>													
Insurance													-
Licenses & Permits													
Replacement Reserve													
<b>Subtotal Fixed</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Occupancy Expenses (MAG)</b>													
Special Events													
MAG Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Operating Exp.</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>NET INCOME</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
<b>Annual Total Net Income</b>												<b>\$0.00</b>	

# Spreadsheet

RFP Exhibit F

## PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

### 10 Year Forecast

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>SALES</b>										
Services										
<b>Services</b>										
Total Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL INCOME</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>COST OF GOODS</b>										
Cost of Services										
<b>Cost of Services</b>										
<b>Total Cost of Goods</b>	-	-	-	-	-	-	-	-	-	-
<b>Gross Profit from Sales</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OPERATING EXPENSES</b>										
Wage Expense										
<b>Total Labor</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FICA										
CA EDD										
Worker's comp										
Insurance and Benefits										
<b>Total Labor Expenses</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Variable Expenses</b>										
Acctg/Legal										
Credit Card Expense										
Equipment Rental										
Office Expense										
Telephone										
Trash Removal										
Utilities										
Marketing										
<b>Subtotal Variable</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Fixed Expenses</b>										
Insurance										
Licenses & Permits										
Repalcement Reserve										
<b>Subtotal Fixed</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Occupancy Expenses</b>										
Special Events										
Revenue Payment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Operating Exp.</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>NET INCOME</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Debt and Tax Expense</b>										
Debt Expense										
Taxes										
Other										
<b>NET PROFIT</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

	Detail Assumptions used for developing proposed Revenues and Expenses
<b>Revenue:</b>	
Sales	
Other	
<b>Cost of Goods</b>	
<b>Expenses:</b>	
Concession Fee	
Merchandise	
Merchandise	
Other	
<b>Payroll Costs</b>	
Wages	
Payroll Taxes	
Health Insurance & Benefits	
Workers' Compensation Insurance	
<b>Variable Costs</b>	
Accounting	
Advertising, Marketing & Promotion	
Dues & Subscriptions	
Environmental Costs	
Equipment Replacement - Small	
Equipment Replacement - Large	
Legal	
Office Expenses	
Payroll Processing Fees	
Professional Services	
Repair & Maint. - FF&E	
Repair & Maint. - Building	
Supplies	
Start up Expenses - Yr 1	
Telephone	
Travel & Entertainment	
Utilities	
Other	
<b>Fixed Costs</b>	
Depreciation	
Insurance & Liability	
Service Contracts	
Licenses	
Other	
Debt Expense	
Taxes	
Other	

# PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

	Cash Flow - Years 1-10									
	1	2	3	4	5	6	7	8	9	10
<b>Sources of Cash</b>										
Capital Loan	\$ -					\$ -				
Private Funds	\$ -					\$ -				
Operating Profits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plus:										
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Payable	\$ -					\$ -				
Change in Payroll Payable	\$ -					\$ -				
Other	\$ -					\$ -				
Other	\$ -					\$ -				
<b>Total Sources Of Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Uses of Cash</b>										
Capital Investment	\$ -					\$ -				
Change in Accounts Receivables	\$ -					\$ -				
Change in Inventory	\$ -					\$ -				
Repayment of Loan Principal	\$ -					\$ -				
Other										
<b>Total Uses of Cash</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Change in Cash Flow</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Break Even Cash Flow</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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:

CATEGORY	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage) (Minimum is 40%)
Sales	(        %)

(Authorized Signature)	(Print Name)
(Company Name)	(Title)

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

**DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSAL  
TERMS AND CONDITIONS ACCEPTANCE FORM**

**PUBLIC WI-FI SYSTEM AT MULTIPLE FACILITIES**

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.**