City of Los Angeles
Department of Recreation and Parks

Request for Proposal

RANCHO PARK GOLF COURSE
FOOD AND BEVERAGE CONCESSION
(CON-G18-002)

Release Date: March 16, 2018
Pre-Proposal Conference: March 22, 2018 (see Exhibit A)
Due Date: April 11, 2018 (see Exhibit A)

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS
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REQUEST FOR PROPOSAL
FOR THE OPERATION AND MAINTENANCE OF
RANCHO PARK GOLF COURSE
FOOD AND BEVERAGE CONCESSION

I. INTRODUCTION
The City of Los Angeles (City) Department of Recreation and Parks (RAP) seeks well-qualified business entities to redevelop, operate and maintain a golf course food and beverage concession. A summary description of the opportunity is as follows:

Term
Ten years plus one five-year extension option.

Facility
Rancho Park Golf Course Restaurant located at 10460 W. Pico Blvd. Los Angeles, CA 90064-2342.

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

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

II. BACKGROUND
The RAP Golf Division operates thirteen golf courses, including seven eighteen-hole, three nine-hole, two par-threes, and a training facility. The Golf Division also operates five driving ranges, pro-shops, a golf reservations office, and food and beverage services. This RFP seeks food and beverage services at Rancho Park Golf Course.

The facility is dated and will require upgrades and/or complete refurbishment. Minimum capital investment requirements can be found in Section V below. Please see Exhibit F for a detailed description.

III. OBJECTIVE
The objective of this RFP is to award a ten year agreement, with one five-year extension option exercisable at the sole discretion of the RAP General Manager, to a successful Proposer (Concessionaire) who will provide the following:

• Food and Beverage service at Rancho Park golf course 365 days a year.

• A vibrant, relaxed dining experience for golf course patrons and the general public.

• High quality food served with minimum wait times at affordable prices

• Five star customer service.
• A fair and respectful employment environment.

• Improvements and equipment required to operate the concessions.

As the crown jewel of the RAP Golf portfolio Rancho Park offers a prime opportunity for the concessionaire to serve golfers as well as non-golfers. RAP expects proposers to offer a unique and exciting concept that will enhance the property and provide an ambient, relaxing dining experience with banquet facility to be added.

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

IV. CONCESSION RENT

The concession fee for Rancho Park is the greater of a MAG or a percentage of gross receipts as proposed by the Concessionaire. Proposers are to complete the Financial Offer Form (Exhibit K) and specify the MAG and percentage of gross receipts offered for food and non-alcoholic beverages, and a separate percentage for alcohol and banquets. The minimum acceptable MAG for Year 1, is $100,000.

The minimum acceptable MAG for years two through ten is the greater of 103% of the previous year’s MAG, or ninety percent (90%) of the actual paid rent for the previous contract year.

V. MINIMUM CAPITAL INVESTMENT REQUIREMENTS

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

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

The proposed capital investment and mid-term refurbishment dollar amounts must be spent on capital improvements or the Concessionaire will pay the unspent difference to RAP at the end of the Agreement term. Proposers must complete and submit a Capital Investment Proposal Form which specifies the dollar amounts for each. The form may be found in Exhibit L.
The Concessionaire must offer a full service kitchen, serving freshly prepared food, and bar serving alcohol and non-alcoholic beverages, and snacks. Additionally, the Concessionaire must provide WiFi access at the premises which is accessible to patrons. The WiFi network must support 80% or more of the concession facility’s maximum customer capacity as concurrent WiFi users, simultaneously providing 3 megabits per second internet download speed for each concurrent user. For example, if the concessionaire’s venue has a maximum capacity of 100 customers, the WiFi network must support 80 or more concurrent WiFi users while simultaneously providing each of these concurrent users the download speed of 3 megabits per second.

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

VI. PROPOSAL ITEMS

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

1. Business Plan

The Business Plan must describe how the Proposer will meet the Objective stated in Section III of this RFP. Proposals must include operating hours which at a minimum should be thirty minutes before the first tee time until thirty minutes after sunset. Proposers are required to also offer food and beverage sales, including alcoholic beverages, via mobile unit(s). Proposers are encouraged to offer innovative mobile solutions to facilitate food and beverage delivery to golfer’s location.

Proposals should include operational hours and operating plan for the halfway house, which at a minimum must be open on weekends from one hour after the first tee time until 9:00 p.m. or later.

Menus must include high quality food and beverage items with reasonable pricing, including but not limited to, “grab and go” local cuisine and beverages that reflect the cultural diversity of the golf clientele and surrounding communities. All menus must comply with the Los Angeles Food Policy Council’s Good Food Purchasing Guidelines (Exhibit G). All proposals must include menus and pricing. Proposed menu should also describe pre-set offerings for golf tournaments, which would be provided in bulk; and a value priced package meal for golfers.
Proposals must detail Capital Improvements, including restaurant concepts, suggested construction/reconfiguration, including design and décor, and illustrations which will enhance the venue’s ambience and create an attractive environment as well as plans to maintain the facility in an attractive condition throughout the term of the Agreement. Please see Section V for details on the Minimum Capital Investment Requirements for Rancho Park.

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

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

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

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

1.1 Additional Services and/or Amenities

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

1.2 Financial Projections and Planning

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

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

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

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

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

  1.2.1. **One hardcopy of the completed** Submittal Form
  
  1.2.2. **A USB flash drive or CDR which contains the completed** Submittal Form

2. **Management and Operations Plan**

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

2.1 **Organizational Structure**

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

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

2.2 **Staffing Plan**

  2.2.1 **Resumes of key staff members must be provided to the extent known at time of submittal.**
2.2.2 Description of proposed staffing requirements with a summary of duties of each position in detail as they relate to responsibilities.

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

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

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

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

2.3 Customer Service Plan

2.3.1 Customer Service goals and policies.

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

2.3.3 Speed of service guidelines.

2.3.4 Quality assurance program.

2.3.5 Customer guarantees, exchange or refund policies.

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

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

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

2.4.2 Describe any motivational programs and/or employee incentives.

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

2.5 Facility Maintenance Plan

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

2.5.2 Provide a plan to handle deliveries, storage, trash removal and recycling.

2.5.3 Describe pest and rodent mitigation plans.

VII. EXPERIENCE AND REFERENCES

Proposers must have at least three years of experience in the last five years actively operating and managing a similar business generating annual sales of at least $1 Million.

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

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

VIII. EVALUATION AND AWARD

A. Evaluation Process and Criteria

Evaluation of proposals will consist of two levels. Each proposer must pass Level I in order to advance to Level II.

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

• Cover Letter (Exhibit A)
• Proposal Deposit of $25,000. (Exhibit A)
• Compliance Documents (Exhibit D)
• Experience and References (Exhibit B)
Level II – Evaluation and Scoring Criteria:

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

<table>
<thead>
<tr>
<th>CRITERIA DESCRIPTION</th>
<th>CRITERIA WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAPITAL INVESTMENT</td>
<td>25%</td>
</tr>
<tr>
<td>BUSINESS PLAN</td>
<td>20%</td>
</tr>
<tr>
<td>COMPENSATION PLAN</td>
<td>20%</td>
</tr>
<tr>
<td>EXPERIENCE and REFERENCES</td>
<td>15%</td>
</tr>
<tr>
<td>MANAGEMENT AND OPERATIONS PLAN</td>
<td>20%</td>
</tr>
<tr>
<td>TOTAL EVALUATION WEIGHT</td>
<td>100%</td>
</tr>
</tbody>
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Proposers must provide documentation/narrative demonstrating compliance with the listed requirements and will be evaluated on their ability to satisfactorily meet or exceed the requirements stated in this RFP.

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

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

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

B. Award

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

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

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

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

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

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

Charter Section 371(e)(10)

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

IX. EXHIBITS

A. Instructions to Proposers
B. Level I Requirements
C. Sample Agreement and Standard Provisions for City Contracts (Rev. 10/17)
D. Compliance Documents
E. Insurance Requirements
F. Premises Maps
G. Good Food Purchasing Guidelines
H. Historical Sales Data – Gross Sales and Rounds Played
I. City-Owned Equipment List
J. Pro Forma Template
K. Financial Offer Form
L. Capital Investment Requirements and Offer Form
M. Terms and Conditions Acceptance Form
INSTRUCTIONS TO PROPOSERS

A. Submitting a Written Proposal

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

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

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

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

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

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

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

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

B. Submitted Proposals

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

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

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

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

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

• Complete mailing addresses.

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

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

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

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

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

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

C. Proposal Submittal Information

Deadline for Submission
To be considered, proposals must be received on or before April 11, 2018 at 10:00 AM.

Where to Submit your Proposal
The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled “Rancho Park Golf Course Food and Beverage Concession” Said envelope or box shall have the name and address of the Proposer on the outside and be delivered to:

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

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

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

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

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

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

Mandatory Pre-Proposal Conference

Pre-Proposal Conference (Conference):

Date: March 22, 2018
Time: 10:00 a.m.
Location: City of Los Angeles
Central Service Yard
The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs of RAP’s Concessions and Golf Divisions. Attendance is mandatory. It is highly recommended that prospective proposers read the complete RFP prior to the Conference and begin preparation of their proposal in order to maximize the benefits of the Conference.

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

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

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

Additional questions may be accepted, in writing, at the Conference. However, responses may be deferred and provided as addenda to the RFP at a later date. All questions must be in writing. Responses to questions will be posted to RAP’s website and to www.labavn.org. It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after March 28, 2018 at 5:00 PM.

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

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

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

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

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

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

E. Contractual Arrangements

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

F. Verification of Information

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

G. Cost of Preparation

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

1. Compliance Documents and Additional Forms

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

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

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

The following compliance documents MUST be included with your proposal:

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

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

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

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

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

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

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

The anticipated participation levels are as follows:

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

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

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

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

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

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

---

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

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

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

u. Financial Offer Form (RFP Exhibit K)  
   Complete and submit the form.

v. Capital Investment Form (RFP Exhibit L)  
   Read the Capital Investment Requirement document. Complete and submit the Capital Investment Form.

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

2. Minimum Qualifications

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

**Proposers must have at least three years of experience in the last five years actively operating and managing a similar business generating annual sales of at least $1 Million.**

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

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

2.1 Ownership Description

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

1. Address
2. Length in business (in years and months)
3. Type: Sole Proprietorship, Partnership, Joint Venture, Corporation or a Limited Liability Company (LLC), etc.
4. Size of company (includes total number of employees and annual gross revenue)
5. Names of persons responsible for operations
6. Any pending mergers (if none, so state in response to this section)
7. Ownership information for all proposed subcontractors
2.2 Description of proposing entity’s experience in and knowledge of restaurant operations.
This section pertains to your business entity’s PAST experience and CURRENT operations, not your PROPOSED operation for this RFP.

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

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

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

2.3.1 ___ List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for the termination.
2.3.2 ___ List of all contracts which terminated during 2017, along with an explanation of the reasons for the termination.

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

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

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

2.5.1 ___ Business References: Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, email addresses, telephone numbers, and the scope of the business relationship.
2.5.2 ___ Financial References: Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, email addresses, telephone numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.)

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

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

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

3.2.1 Amount of Investment to begin operations as proposed (to include):
   ___ Performance Deposit
   ___ Inventory
   ___ Equipment
   ___ Operating Supplies
   ___ Improvements
   ___ Training
   ___ Others (list)

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

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

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

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

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

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

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

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

   ___ Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used (“Current” shall mean current as of January 2018 or later).
3.4.2 If loans are to be used to fund the operation, provide the following (if no loans are to be used, so state in your response to this section):
   ___ A copy of an unconditional, formal letter of commitment from the lender(s);

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

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**SECTION II – Compliance Documents to be submitted by Selected Proposer**

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

Compliance Documents to be Submitted with Proposals
RFP EXHIBIT D

PROPOSER’S SIGNATURE DECLARATION AND AFFIDAVIT
SECTION A
PROPOSER’S SIGNATURE DECLARATION AND AFFIDAVIT

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

INSTRUCTIONS:

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

Signatures:

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

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

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

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

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

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

is of ______________________________________________________________________________

(Name of firm / business entity)

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

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

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

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

(a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

(b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said
proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to
raise or fix any overhead, profit or cost element of its price or of that of anyone else;

(c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the
contents thereof, or divulge information or data relative thereto, to any corporation,
partnership, company, association, organization, proposal depository, or to any member or
agent thereof, or to any individual or group of individuals, except to the awarding authority or
to any person or persons who have a partnership or other financial interest with said proposer
in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or
cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

STATE OF CALIFORNIA
COUNTY OF __________________________

Subscribed and sworn to before me this ___________ day of ________________________________

(Signature)

________________________________________________ ________________________________
(Month / Year)        (Title)

________________________________________________ ________________________________
(Notary Public)       (Date)

PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY
EXECUTED, INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL
All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

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

**Signatures:**

The person signing must be authorized to bind the proposer.
Disposition of Proposals

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

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

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

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

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

________________________________________   ______________________
Signature of person authorized to bind proposer   Date
SECTION C

NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM

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

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

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

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

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


INSTRUCTIONS:

No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.
SECTION D
CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[bcacity.org](http://bca.lacity.org)

**INSTRUCTIONS:**

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

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

2. **When was the Ordinance adopted?**

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

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

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

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

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

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

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

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

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

5. When did the Ordinance become applicable?

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

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

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

7. What is a Responsibility Questionnaire?

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

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

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

9. Is a separate Questionnaire required for each IFB?

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

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

11. How long will the Questionnaires be posted?

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

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

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

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

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

14. Are contract amendments subject to the CRO?

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

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

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

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

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

17. What about subcontractors?

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

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

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

19. Are there any exemptions under the Ordinance?

Generally, two categories of exemptions exist under the CRO:

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

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.
• Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
• Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
• Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

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

All CRO-related information and documents can be found on the CRO website: http://www.lacity.org/bidresp.
CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

<table>
<thead>
<tr>
<th>City Department/Division Awarding Contract</th>
<th>City Contact Person</th>
<th>Phone</th>
</tr>
</thead>
</table>

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

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Contact Person, Title</th>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
</table>

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

☐ An initial submission of a completed Questionnaire.

☐ An update of a prior Questionnaire dated ______/______/______.

☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ______/______/______ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title

Signature

Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: ___________
B. BUSINESS ORGANIZATION/STRUCTURE

Indicate the organizational structure of your firm. “Firm” includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

☐ Corporation: Date incorporated: _____/_____/______ State of incorporation: ____________
  List the corporation’s current officers.
  President: ____________________________________________
  Vice President: _______________________________________
  Secretary: ____________________________________________
  Treasurer: ____________________________________________

☐ Check the box only if your firm is a publicly traded corporation.
List those who own 5% or more of the corporation’s stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation’s stocks.
__________________________________________________________________________
__________________________________________________________________________

☐ Limited Liability Company: Date of formation: _____/_____/______ State of formation: ____________
  List members who own 5% or more of the company. Use Attachment A if more space is needed.
__________________________________________________________________________
__________________________________________________________________________

☐ Partnership: Date formed: _____/_____/______ State of formation: ____________
  List all partners in your firm. Use Attachment A if more space is needed.
__________________________________________________________________________
__________________________________________________________________________

☐ Sole Proprietorship: Date started: _____/_____/______
  List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.
__________________________________________________________________________
__________________________________________________________________________

☐ Joint Venture: Date formed: _____/_____/______
  List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture’s submission to be considered as responsive to the invitation.
__________________________________________________________________________
__________________________________________________________________________
C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?
   □ Yes  □ No

   If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm’s owners, partners, or officers operated a similar business in the past five years?
   □ Yes  □ No

   If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?
   □ Yes  □ No

   If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm’s licenses held in the name of a corporation or partnership?
   □ Yes  □ No

   If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.

The responses in this Questionnaire will not be made available to the public for review. This is not a public document. [ CPCC §20101(a) ]
D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?
   □ Yes   □ No

   If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your company in the process of, or in negotiations toward, being sold?
   □ Yes   □ No

   If Yes, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

7. How many years has your firm been in business?   _________ Years.

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?
   □ Yes   □ No

   If, Yes, list on an Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.
   □ Check the box if you have not had any similar contracts in the last five years.

10. In the past five years, has a governmental or private entity or individual terminated your firm’s contract prior to completion of the contract?
    □ Yes   □ No

    If Yes, explain on Attachment B the circumstances surrounding each instance.

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?
    □ Yes   □ No

    If Yes, explain on Attachment B the circumstances surrounding each instance.

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?
    □ Yes   □ No

    If Yes, explain on Attachment B the circumstances surrounding each instance.
F. DISPUTES

13. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check Yes even if the matter proceeded to arbitration without court litigation. For part (c), check Yes only if the matter proceeded to court litigation. If you answer Yes to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

(a) Payment to subcontractors?
☐ Yes ☐ No

(b) Work performance on a contract?
☐ Yes ☐ No

(c) Employment-related litigation brought by an employee?
☐ Yes ☐ No

14. Does your firm have any outstanding judgements pending against it?
☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

15. In the past five years, has your firm been assessed liquidated damages on a contract?
☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.
☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?
☐ Yes ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.
18. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance in the last five years.

H. BUSINESS INTEGRITY

19. For questions (a), (b), and (c) below, check Yes if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if the firm is a publicly traded corporation. If you check Yes to any of the questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

☐ Yes  ☐ No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

☐ Yes  ☐ No

(c) In the past five years, has your firm been convicted or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

☐ Yes  ☐ No

20. In the past five years, has your firm or any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of fraud, theft, embezzlement, perjury, bribery? For this question, the term “owner” does not include those who own stock in a publicly traded corporation.

☐ Yes  ☐ No

If Yes, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

Print Name, Title

Signature

Date
ATTACHMENT A FOR SECTIONS A THROUGH C

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page _____
ATTACHMENT B FOR SECTIONS D THROUGH H

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

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

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

**FEDERAL ENTITIES**

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

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

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

Federal Environmental Protection Agency
- Environmental Protection Act

National Labor Relations Board
- National Labor Relations Act

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

**STATE ENTITIES**

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

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

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

California’s Department of Justice

**LOCAL ENTITIES**

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

**OTHERS**

Any other federal, state, local governmental entity for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.
EQUAL BENEFITS ORDINANCE / FIRST SOURCE HIRING ORDINANCE
Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

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

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

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

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

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

**INSTRUCTIONS:**

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

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

INSTRUCTIONS:

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

If no exemption is claimed, do not submit the abovementioned forms with the proposal.
1. **What is the Living Wage Ordinance?**

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

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

2. **When was the Ordinance adopted?**

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.
LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION
OCC DETERMINATION/APPROVAL REQUIRED

This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

<table>
<thead>
<tr>
<th>COMPANY INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Name:</td>
</tr>
<tr>
<td>2. Company Address:</td>
</tr>
<tr>
<td>3. Are you a Subcontractor? □Yes □No If YES, state the name of your Prime Contractor:</td>
</tr>
<tr>
<td>4. Type of Service Provided:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NON-COVERAGE INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS</td>
</tr>
<tr>
<td>PER SECTION 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of “City financial assistance recipient”, “public lease/license”, or “service contract”.</td>
</tr>
<tr>
<td>A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXEMPTION INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO BE REQUESTED BY AWARDING DEPARTMENTS ONLY</td>
</tr>
<tr>
<td>□ Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.</td>
</tr>
<tr>
<td>Provide a copy of grant-funding agency’s determination to the OCC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXEMPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>TO BE REQUESTED BY CONTRACTORS ONLY</td>
</tr>
<tr>
<td>□ Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.</td>
</tr>
<tr>
<td>A copy of the CBA with the superseding language clearly marked OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.</td>
</tr>
</tbody>
</table>

| □ Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt. |
| A listing of the employees required to possess occupational licenses to perform services to or for the City AND Copies of each of these employees’ occupational licenses. |

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor’s knowledge.

---

Print Name of Person (Contractor) Completing This Form
Signature of Person (Contractor) Completing This Form

Title                  Phone #                   Date

ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept:                       Dept Contact:                          Contract Phone:                     Contract #: 

OCC USE ONLY:

Approved / Not Approved – Reason:

By OCC Analyst:               Date:

Form OCC/LW-10, Rev. 11/09  OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625
LWO – DEPARTMENTAL EXEMPTION APPLICATION
EXEMPTIONS THAT REQUIRE AWARISING DEPARTMENT APPROVAL

This application for exemption must be submitted along with your bid or proposal to the
AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: ____________________________ Phone Number: ____________________________
2. Company Address: ____________________________
3. Are you a Subcontractor? ☐ Yes ☐ No If YES, state the name of your Prime Contractor: ____________________________
4. Type of Service Provided: ____________________________

EXEMPTION INFORMATION:

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

<table>
<thead>
<tr>
<th>EXEMPTION</th>
<th>SUPPORTING DOCUMENTATION REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ 501(c)(3) Non-Profit Organizations:</td>
<td>1. ATTACH a copy of your 501(c)(3) letter from the IRS.</td>
</tr>
<tr>
<td>• A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</td>
<td>2. ANSWER the following questions:</td>
</tr>
<tr>
<td>• The exemption is valid for all employees except Child Care Workers.</td>
<td>A. STATE the hourly wage of HIGHEST paid employee in the organization: $ ________</td>
</tr>
<tr>
<td>• Therefore, even if a 501(c)(3) organization meets the salary test, Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</td>
<td>B. STATE the hourly wage of LOWEST paid employee in the organization: $ ________</td>
</tr>
<tr>
<td>• Under the LWO’s Rules and Regulations, a Child Care Worker is an employee “whose work on an agreement involves the care or supervision of children 12 years of age and under.”</td>
<td>C. MULTIPLY B by 8: $ ________</td>
</tr>
<tr>
<td>• This is read broadly so that the term would include, for example, tutors working with children 12 or under.</td>
<td></td>
</tr>
<tr>
<td>☐ One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.</td>
<td>3. Based on Question 2 above, is A less than C? ☐ YES ☐ NO</td>
</tr>
<tr>
<td>If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval.</td>
<td></td>
</tr>
<tr>
<td>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? ☐ YES ☐ NO</td>
<td></td>
</tr>
<tr>
<td>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</td>
<td>Fill and Submit the LW-18 Form.</td>
</tr>
</tbody>
</table>

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that should the entity listed above cease to qualify for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, the entity will notify the Awarding Department and the OCC of such change and comply with the LWO’s wage and time off requirements.

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title

Phone #

Date

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

AWARDING DEPARTMENT USE ONLY:

Dept: ____________________________ Dept Contact: ____________________________ Contact Phone: ____________________________ Contract #: ____________________________

Approved / Not Approved – Reason: ____________________________

By Analyst: ____________________________ Date: ____________________________

Form OCC/LW-13, Rev. 06/09

OFFICE OF CONTRACT COMPLIANCE, EEOCE SECTION: (213) 847-2625
This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**SECTION I: BUSINESS INFORMATION**

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

If you DID NOT check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION.
If you checked off ANY boxes in PART A, continue to Section II.

**SECTION II: EMPLOYEE INFORMATION**

<table>
<thead>
<tr>
<th>CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PART C</strong></td>
</tr>
<tr>
<td>☐ I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).</td>
</tr>
<tr>
<td>☐ My company’s workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.</td>
</tr>
</tbody>
</table>

If you DID NOT check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION.
If you checked off ANY box in PART C, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

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

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.

**AWARDING DEPARTMENT USE ONLY:**

Dept: ____________________________
Dept Contact: ____________________________
Contact Phone: ____________________________
Contract #: ____________________________

**OCC USE ONLY:**

Approved / Not Approved – Reason: ____________________________
By OCC Analyst: ____________________________
Date: ____________________________

Form OCC/LW-26A, Rev. 6/16

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625
LWO – OCC SMALL BUSINESS EXEMPTION EMPLOYEE WORKSHEET
EXEMPTION THAT REQUIRES OCC APPROVAL TO BE VALID

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

1. Company Name: ___________________________ Company Phone: ___________________________

2. Company Address: ___________________________

3. Enter # of Hours worked:

<table>
<thead>
<tr>
<th>EMPLOYEE NAME</th>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
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4. TOTAL HOURS

<table>
<thead>
<tr>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
<th>TOTAL</th>
</tr>
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</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>JAN</th>
<th>FEB</th>
<th>MAR</th>
<th>APR</th>
<th>MAY</th>
<th>JUN</th>
<th>JUL</th>
<th>AUG</th>
<th>SEP</th>
<th>OCT</th>
<th>NOV</th>
<th>DEC</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

6a. TOTAL HOURS for the nine (9) months selected in 5 above: _____________
6b. DIVIDE 6a by 9: _____________
6c. Is 6b less than 1,214? ☐ YES ☐ NO

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

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

Print Name of Person Completing this Form ___________________________
Signature of Person Completing this Form ___________________________
Title ___________________________ Phone # ___________________________
Date ___________________________

ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.
CITY OF LOS ANGELES
Service Contractor Worker Retention Ordinance
(Los Angeles Administrative Code Section 10.36 et seq.)

1. What is the Service Contractor Worker Retention Ordinance?

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

2. What is a successor contractor?

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS:

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


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

The Recreation and Parks anticipated levels of

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

NOTE: BIP outreach information and/or assistance may be obtained through the Contract Coordinator listed in the RFP.
CITY OF LOS ANGELES’ POLICY
BUSINESS INCLUSION PROGRAM (BIP) FOR A REQUEST FOR PROPOSAL (RFP)

SUMMARY

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

A. GENERAL

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

B. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.

   a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

   b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.

   c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,
unless the vendor manufactures or substantially alters the materials/supplies.

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

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

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

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

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

C. BIP OUTREACH DOCUMENTATION

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

Rev. 07/01/11 (Citywide RFP – BAVN BIP)
Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

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

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

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

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

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

**2 ATTENDED PRE-BID MEETING**

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

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

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

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

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

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

4 | **WRITTEN NOTICES TO SUBCONSULTANTS**

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

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

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

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

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

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

5 PLANS, SPECIFICATIONS AND REQUIREMENTS

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

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

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

6 NEGOTIATED IN GOOD FAITH

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

**Required Documentation:**

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

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

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

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

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

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

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

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

**D. AWARD OF CONTRACT**

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

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

**E. SUBCONSULTANT SUBSTITUTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

F. SUB-AGREEMENT FALSIFICATION

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

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

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

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

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

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

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

H. **RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

I. **AWARD OF CONTRACT**

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

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

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

<table>
<thead>
<tr>
<th>Project Title</th>
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<table>
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<tr>
<th>Proposer</th>
<th>Address</th>
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<table>
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<tr>
<th>Contact Person</th>
<th>Phone/Fax</th>
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## LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)

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

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<thead>
<tr>
<th></th>
<th>DOLLARS</th>
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<tbody>
<tr>
<td>TOTAL MBE AMOUNT</td>
<td>$</td>
<td>%</td>
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<tr>
<td>TOTAL WBE AMOUNT</td>
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<td>%</td>
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<tr>
<td>TOTAL SBE AMOUNT</td>
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<td>TOTAL EBE AMOUNT</td>
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<td>TOTAL DVBE AMOUNT</td>
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<td>TOTAL OBE AMOUNT</td>
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<td>%</td>
</tr>
<tr>
<td>BASE BID AMOUNT</td>
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_______________________________
Signature of Person Completing this Form

_______________________________
Printed Name of Person Completing this Form

_______________________________
Title Date

# MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B**  
**CITY OF LOS ANGELES**

Rev. 07/01/11 (Citywide RFP – BAVN BIP)
<table>
<thead>
<tr>
<th><strong>MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE</strong></th>
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<tbody>
<tr>
<td><strong>Project Title</strong></td>
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<tr>
<td><strong>Consultant</strong></td>
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<td><strong>Contact Person</strong></td>
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<tr>
<td><strong>MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE</strong></td>
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<tr>
<td><strong>Contract Amount</strong></td>
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<td>(Including Amendments)</td>
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**MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors (List All Subs)**

<table>
<thead>
<tr>
<th><strong>NAME OF SUBCONTRACTOR</strong></th>
<th><strong>MBE/WBE/SBE/EBE/DVBE/OBE</strong></th>
<th><strong>ORIGINAL SUBCONTRACT AMOUNT</strong></th>
<th><strong>THIS INVOICE (AMOUNT NOW DUE)</strong></th>
<th><strong>INVOICED TO DATE (INCLUDE THIS INVOICE)</strong></th>
<th><strong>SCHEDULED PARTICIPATION TO DATE</strong></th>
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**CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE**

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<tr>
<th><strong>Dollars</strong></th>
<th><strong>Percent</strong></th>
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<td>TOTAL MBE PARTICIPATION</td>
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<td>TOTAL OBE PARTICIPATION</td>
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Signature of Person Completing this Form:

Printed Name of Person Completing this Form:

Title: __________ Date: __________

Rev. 07/01/11 (Citywide RFP – BAVN BIP)
# SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT

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

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<th>Achieved Levels</th>
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<th>WBE Participation</th>
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<th>Pledged Levels</th>
<th>OBE Participation</th>
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Signature of Person Completing this Form ___________________________  Printed Name ___________________________  Title ___________________________  Date ___________________________

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

Rev. 07/01/11 (Citywide RFP – BAVN BIP)
MUNICIPAL LOBBYING ORDINANCE (MLO)
The City’s Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than $25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at:


INSTRUCTIONS:

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

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

<table>
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<tr>
<th>Original filing</th>
<th>Amended filing (original signed on ___________; last amendment signed on ___________;</th>
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<tr>
<th>Bid/Contract/BAVN Number:</th>
<th>Awarding Authority (Department):</th>
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<th>Name of Bidder:</th>
<th>Phone:</th>
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CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

A. I am a person or entity that is applying for a contract with the City of Los Angeles.

B. The contract for which I am applying is an agreement for one of the following:
   1. The performance of work or service to the City or the public;
   2. The provision of goods, equipment, materials, or supplies;
   3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
   4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(j):
      a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
         i. Are provided on premises that are visited frequently by substantial numbers of the public; or
         ii. Could be provided by City employees if the awarding authority had the resources; or
      iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
      b. I am not eligible for exemption from the City’s living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(j)(b).

C. The value and duration of the contract for which I am applying is one of the following:
   1. For goods or services contracts—a value of more than $25,000 and a term of at least three months;
   2. For financial assistance contracts—a value of at least $100,000 and a term of any duration; or
   3. For construction contracts, public leases, or licenses—any value and duration.

D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: ____________________  Signature: ____________________

Name: ____________________  Title: ____________________
Los Angeles Administrative Code § 10.40.1

(h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars ($100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1

(l) “Public lease or license”.

(a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:

1. The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
2. Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
3. The DAA has determined in writing that coverage would further the proprietary interests of the City.

(b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:

1. The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars ($350,000), from business conducted on City property;
2. The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
3. To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company’s entire workforce to the awarding authority as required by regulation;
4. Whether annual gross revenues are less than three hundred fifty thousand dollars ($350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
5. The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
6. A lessee or licensee shall be deemed to employ no more than seven (7) people if the company’s entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
7. Public leases and licenses shall be deemed to include public subleases and sublicenses;
8. If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.
PROHIBITED CONTRIBUTORS – CEC FORM 55
SECTION I

PROHIBITED CONTRIBUTORS – CEC FORM 55

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

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

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

INSTRUCTIONS:

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

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

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.

- [ ] Original filing
- [ ] Amended filing (original signed on ___________; last amendment signed on ___________)

<table>
<thead>
<tr>
<th>Reference Number (bid or contract number, if applicable):</th>
<th>Date Bid Submitted:</th>
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| Description of Contract (title of RFP and services to be provided): |

| City Department Awarding the Contract: |

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**BIDDER INFORMATION**

Name: __________________________

Address: __________________________

Email: __________________________   Phone: __________________________

---

**SCHEDULE SUMMARY**

Please complete all three of the following:

1. **SCHEDULE A — Bidder’s Principals (check one)**
   - [ ] The bidder is the individual listed above and has no other principals (Schedule A is not required).
   - [ ] The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

2. **SCHEDULE B — Subcontractors and Their Principals (check one)**
   - [ ] The bidder has no subcontractors on this bid or proposal whose subcontracts are worth $100,000 or more (Schedule B is not required).
   - [ ] The bidder has one or more subcontractors on this bid or proposal with subcontracts worth $100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. **TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): ________**

---

**BIDDER’S CERTIFICATION**

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: __________________________   Signature: __________________________

Name: __________________________   Title: __________________________

---

Revised February 2016

Los Angeles City Charter § 470(c)(12)
Los Angeles Municipal Code §§ 49.7.35(B)(3), (4)
SCHEDULE A — BIDDER’S PRINCIPALS

Please identify the names and titles of all of the bidder’s principals (attach additional sheets if necessary). Principals include a bidder’s board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

[ ] Check this box if additional Schedule A pages are attached.

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SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

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

Subcontractor: ____________________________________________________________

Address: __________________________________________________________________

Check one of the following:

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

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

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

Name: __________________________ Title: __________________________

Address: ________________________

Name: __________________________ Title: __________________________

Address: ________________________

Name: __________________________ Title: __________________________

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Name: __________________________ Title: __________________________

Address: ________________________

Name: __________________________ Title: __________________________

Address: ________________________

Name: __________________________ Title: __________________________

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

**INSTRUCTIONS:**

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

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

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

INSTRUCTIONS:

a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.
IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is not identified on the DGS list of ineligible businesses or persons and that the bidder is not engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BRTC) if available, in completing ONE of the options shown below.

OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is not on the current DGS list of persons engaged in investment activities in Iran and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) BTRC (or n/a)
By (Authorized Signature)
Print Name and Title of Person Signing
Date Executed City Approval (Signature) (Print Name)

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed) BTRC (or n/a)
By (Authorized Signature)
Print Name and Title of Person Signing
Date Executed City Approval (Signature) (Print Name)
SECTION II

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

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

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

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

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

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

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

AGREEMENT NUMBER: _________________________________________

CONTRACTOR: ________________________________________________

________________________________________________________________

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

_____________________________________               ____________________

SIGNATURE                          DATE
BUSINESS TAX REGISTRATION CERTIFICATE NUMBER
OR BUSINESS TAX EXEMPTION NUMBER FORM

All persons who do business with or within the City of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit Division located at 200 N. Spring St., Rm 101, Los Angeles, CA 90012 (213) 473-6901.

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

Company Name: ____________________________________________

Enter your current Business Tax Registration or Vendor Registration Number:

Old format:

New format:

State effective dates here: ________________ to ________________

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

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

Exemption Number: ____________________________________________

Explanation:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

BTRC Rev. 04/07
City of Los Angeles

CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS

The undersigned hereby agrees that ____________________________ will:

Name of Business

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

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

________________________________________
City/County/State

________________________________________
Date

Name of Business ____________________________ Address ____________________________

Signature of Authorized Office or Representative ____________________________
Print Name ____________________________

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

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

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

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

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

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

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

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

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

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

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

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department Contract Number

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

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

Organization: __________________________________________

I. Corporate or Main Office Address

_____________________________________________________

_____________________________________________________

II. Total Number of Employees in the Organization: __________

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

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

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

_____________________________________________________

V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within the City: ________________; Percentage Residing in the City: ________________
LIVING WAGE ORDINANCE AND SERVICE CONTRACT
WORKER RETENTION ORDINANCE

LIVING WAGE ORDINANCE AND SERVICE CONTRACT
WORKER RETENTION ORDINANCE
LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM
REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

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

<table>
<thead>
<tr>
<th>TO BE FILLED OUT BY THE PRIME CONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Name: ______________________</td>
</tr>
<tr>
<td>Company Phone Number: __________________</td>
</tr>
<tr>
<td>2. Company Address: _____________________</td>
</tr>
<tr>
<td>3. Awarding Department: ________________</td>
</tr>
<tr>
<td>4. Project Name: ________________________</td>
</tr>
</tbody>
</table>

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

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE (LWO) REQUIRES:

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

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

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

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

<table>
<thead>
<tr>
<th>TO BE FILLED OUT BY THE SUBCONTRACTOR:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Name: ______________________</td>
</tr>
<tr>
<td>Company Phone Number: __________________</td>
</tr>
<tr>
<td>2. Company Address: ____________________</td>
</tr>
<tr>
<td>3. Type of Service Provided by Subcontractor to Prime: ____________________________</td>
</tr>
<tr>
<td>4. Amount of Subcontract: ______________</td>
</tr>
<tr>
<td>Subcontract Start Date: <strong>/</strong>/____</td>
</tr>
<tr>
<td>End Date: <strong>/</strong>/____</td>
</tr>
</tbody>
</table>

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

Print Name of Person Completing This Form __________________________|
Signature of Person Completing This Form __________________________

Title __________________________|
Phone # __________________________|
Date __________________________|
LWO – EMPLOYEE INFORMATION FORM
REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

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

THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: __________________________ Email Address: __________________________

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

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

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

5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? □ Yes □ No

   If YES, STATE how much, if any, employees pay for co-premiums: $ __________

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

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

Print Name of Person Completing This Form __________________________

Signature of Person Completing This Form __________________________

Title __________________________ Phone # __________________________ Date __________________________

AWARDING DEPARTMENT USE ONLY:

Dept: __________ Dept Contact: __________ Contact Phone: __________ Contract #: __________

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

OFFICE OF CONTRACT COMPLIANCE, EEOE SECTION: (213) 847-2625
**LWO – SUBCONTRACTOR INFORMATION FORM**

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

**SECTION I: CONTRACTOR INFORMATION**

1) Company Name: ____________________________  Contact Person: ____________________________  Phone Number: ____________________________

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

**SECTION II: SUBCONTRACTOR INFORMATION**

**PART A**

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

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

**PART B**

<table>
<thead>
<tr>
<th>CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:</th>
</tr>
</thead>
<tbody>
<tr>
<td>I 501 (e)(3)</td>
</tr>
</tbody>
</table>

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

1. Subcontractor Name: ____________________________  Phone #: ____________________________
   Address: ____________________________
   Purpose of Subcontract: ____________________________
   Amount of Subcontract: $ ____________________________
   Term: Start Date /_________/  End Date /_________/
   Does the subcontract exceed $25,000?  ☐ Yes  ☐ No
   Is the length of the subcontract at least three (3) months?  ☐ Yes  ☐ No

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

PART A

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

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

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

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

PART B

CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:

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

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

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

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

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

EXEMPTION | SUPPORTING DOCUMENTATION REQUIRED
---|---
One-person contractors, lessee, licensee 501(c)(3) non-profit organization | LW 13 – Departmental Exemption Form http://boa.laclty.com/index.cfm?n=see&nxt_body=dly_oc/on_lwo_forms.cfm
Occupational license required Collective bargaining agreement w/supersession language | LW 10 – OCC Exemption Form http://boa.laclty.com/index.cfm?n=see&nxt_body=dly_oc/lwo_forms.cfm
Small Business | LW 26 – Small Business Exemption Form (English & Spanish) http://boa.laclty.com/index.cfm?n=see&nxt_body=dly_oc/lwo_forms.cfm
Governmental Entity | NONE REQUIRED.

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

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

1) Employee Information Form  
2) Subcontractor Information Form  
3) Subcontractor Declaration of Compliance Form (retain)  

AWARDING DEPARTMENT USE ONLY:

Title ____________________________ Phone #: ____________________________ Date ____________________________  

SIGNATURE

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

Print Name of Person Completing This Form ____________________________  
Signature of Person Completing This Form ____________________________
Non-Profit 501(c)(3) Organizations: A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

(A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.

(B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation’s chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration’s web site at [www.bca.lacity.org](http://www.bca.lacity.org).
# Required Insurance and Minimum Limits

**Name:**

**Date:** 09/12/2017

**Agreement/Reference:** Request for Proposal - Golf Food and Beverage Concessions

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

<table>
<thead>
<tr>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Workers’ Compensation - Workers’ Compensation (WC) and Employer’s Liability (EL)</strong></td>
</tr>
<tr>
<td>✔ Waiver of Subrogation in favor of City</td>
</tr>
<tr>
<td>✔ General Liability with $2,000,000 aggregate; City of Los Angeles must be named as an Additional Insured</td>
</tr>
<tr>
<td>✔ Products/Completed Operations</td>
</tr>
<tr>
<td>✔ Fire Legal Liability $1,000,000</td>
</tr>
<tr>
<td>✔ Broad Form Liquor Liability; and</td>
</tr>
<tr>
<td>with Rental Interruption of 180 days</td>
</tr>
<tr>
<td>✔ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</td>
</tr>
<tr>
<td>✔ Professional Liability (Errors and Omissions)</td>
</tr>
<tr>
<td>Discovery Period 12 Months After Completion of Work or Date of Termination</td>
</tr>
<tr>
<td>✔ Property Insurance (to cover replacement cost of building - as determined by insurance company)</td>
</tr>
<tr>
<td>✔ All Risk Coverage</td>
</tr>
<tr>
<td>✔ Flood</td>
</tr>
<tr>
<td>✔ Earthquake</td>
</tr>
<tr>
<td>✔ Boiler and Machinery</td>
</tr>
<tr>
<td>✔ Builder’s Risk</td>
</tr>
<tr>
<td>✔ Pollution Liability</td>
</tr>
<tr>
<td>✔ Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price</td>
</tr>
<tr>
<td>✔ Crime Insurance</td>
</tr>
</tbody>
</table>

**Other:** Submitted to Stanley Woo @ RAP
GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for Food Service Institutions

SEPTEMBER 2017
“GOVERNMENTS HAVE FEW SOURCES OF LEVERAGE OVER INCREASINGLY GLOBALIZED FOOD SYSTEMS, BUT PUBLIC PROCUREMENT IS ONE OF THEM.

When sourcing food for schools, hospitals, and public administrations, governments have a rare opportunity to support more nutritious diets and more sustainable food systems in one fell swoop.”

OLIVIER DE SCHUTTER
Former U.N. Special Rapporteur on the Right to Food (2014)
ACKNOWLEDGEMENTS

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CONTRIBUTORS

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The Center for Good Food Purchasing is a project of Community Partners.
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Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

By exercising their buying power and building Good Food purchasing practices into their work, food service institutions can influence supply chains and lead the movement for a values-based food system - a food system that is healthy, ecologically sound, economically viable, socially responsible, and humane.

While many institutions recognize that their food purchases can have a major impact on improving the food system and have the will to buy better food, often they have no idea where their food is coming from or how it was produced. And this is information that matters.

Creating a values-based food system begins with increasing transparency along the entire supply chain to better understand relationships between vendors, distributors and their suppliers.

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.
Public institutions, in particular, play a critical role in increasing access to Good Food.

Public institutions often provide food to communities with the least access to Good Food. Through their reach to some of the most vulnerable populations, public programs help ensure that all residents have access to healthy, high quality food. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. They provide a buffer against hunger and also serve as a primary source of nutrition for many residents, including children and seniors. By engaging in Good Food purchasing practices, public institutions that serve large numbers of low-income people can guarantee that Good Food is a right and not a privilege.

Public institutions spend taxpayer dollars to purchase food and as policymakers, they have the responsibility to ensure that public food contracts reflect a community’s values. They have an opportunity to use the public contracting process to create greater accountability along their supply chains, by asking for companies with whom they work for strong commitments to transparency and the institution’s values.

**Public institutions are community leaders – when they take a stand for their values, others follow.**
GOOD FOOD PURCHASING PROGRAM® OVERVIEW

The Center for Good Food Purchasing’s Good Food Purchasing Program provides a metric-based, flexible framework that encourages large institutions to direct their buying power toward five core values:

1. local economies,
2. environmental sustainability,
3. valued workforce,
4. animal welfare, and
5. nutrition

Through the Program, the Center works with institutions to establish supply chain transparency from farm to fork, evaluate how current purchasing practices align with the Good Food Purchasing Standards, set goals, measure progress, and celebrate successes in using institutional purchasing power to improve the food system.

PARTICIPATION COMMITMENTS

Good Food Purchasing Program participants commit to the following core components:

1. Meet at least the baseline standard in each of the five value categories, as outlined in the Good Food Purchasing Standards;
2. Incorporate the Good Food Purchasing Standards and reporting requirements into new RFPs and contracts;
3. Establish supply chain transparency to the farm of origin that enables the commitment to be verified and tracked over time;
4. Commit to annual verification of food purchases by the Center to monitor compliance, measure progress, and celebrate success.

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.
GOOD FOOD VALUES
Improving equity, affordability, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

LOCAL ECONOMIES
Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

ENVIRONMENTAL SUSTAINABILITY
Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.

VALUED WORKFORCE
Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

ANIMAL WELFARE
Source from producers that provide healthy and humane conditions for farm animals.

NUTRITION
Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.
The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

1. measuring an institution’s baseline;
2. identifying goals and developing an action plan;
3. improving impact and tracking progress;
4. institutionalizing Good Food Purchasing goals; and
5. celebrating success.

The following overview outlines the primary activities over two phases of an institution’s Good Food Purchasing Program participation.
“WE DIDN’T HAVE TO INVENT THE PROCESS FROM SCRATCH. WE COULD HAVE ASSISTANCE FROM A TRIED-AND-TRUE process, and at the same time, develop our own goals and processes that would reflect our values in our community.”

EDWIN MARTY
Food Policy Manager, City of Austin Office of Sustainability
Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

**STEP 1: BASELINE ASSESSMENT**

**Conduct Good Food Purchasing Program Overview Briefing:**
- Introductory meeting with institution and the Center.

**Notify Vendors & Begin Data Collection:**
- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

**Collect & Submit Data:**
- Vendors submit data to institution. Institution shares data with the Center for review.

**Conduct Baseline Assessment:**
- The Center analyzes purchasing data and provides a detailed evaluation of institution’s current alignment with each value category.

**STEP 2: GOAL SETTING**

**Discuss Baseline Assessment:**
- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

**Develop Action Plan:**
- Institution, with technical support from the Center and any additional local partners, develops a multi-year Good Food Purchasing action plan roadmap.

Phase Two involves commitment to improving Good Food Purchasing practices over time, which is documented through annual verification and celebration of achievements. The Center issues a Good Food Provider verification seal to an institution once it meets at least a baseline standard in each of the five value categories.

**STEP 3: IMPROVE IMPACT & MEASURE PROGRESS**

**Make Purchasing Shifts to Meet Action Plan Milestones**
- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

**Collect Updated Purchasing Data from Vendors:**
- Institution collects purchasing data from vendors annually.

**Track Progress & Award Star Rating:**
- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.
ANNUAL REPORTING REQUIREMENTS

1) Submit Food Service Operations Overview form (i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served).
2) Submit Baseline Nutrition Self-Assessment.
3) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
4) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
   i. Product name;
   ii. Unit type purchased (e.g. cases, bunches, packs);
   iii. Number of units purchased;
   iv. Volume per unit (e.g. ounces, lbs);
   v. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
   vi. Amount spent by institution for each product, to include:
      i. Price per unit;
      ii. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts
• Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

STEP 5: CELEBRATE SUCCESS

Issue Verification Seal and Branded Materials (When Applicable)
• The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

Publicly Recognize Leadership
• Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.
GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

The Good Food Purchasing Standards are a central component of the Good Food Purchasing Program. The Standards provide institutions with a roadmap for working towards a more sustainable and equitable food system. An institution is expected to meet a baseline in each value category by sourcing a certain percentage of food from producers that reflect each of the five values. The Standards set a basic minimum in each value category, but encourage institutions to earn higher levels of achievement through a flexible, points-based scoring system. Key aspects of the scoring system include:
BASELINE STANDARD
Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

CERTIFICATION-BASED
Standards are primarily based off of third-party certifications that have been identified as meaningful and ranked by national experts in each category.

FLEXIBLE, TIERED POINT SYSTEM
Performance is measured using a points-based formula in which points are accumulated based on level of achievement. There are three levels in each category, with higher levels worth more points. Points are awarded for each category individually, allowing institutions to accommodate their priorities and constraints by participating at the baseline in some categories and earning additional points by going above and beyond in other categories.

AGGREGATION OF POINTS AND STAR RATING
Points earned in each category are added together to determine the overall number of points. A star rating is awarded based on the total number of points earned. The minimum score needed to earn One Star and the Good Food Provider seal is five (one point in each category). As points accumulate, higher star ratings are awarded according to the chart below. A participant that earns five or more points only receives the Good Food Provider seal if they meet the baseline standard in each category.

INCREASED COMMITMENT OVER TIME
To maintain the star rating, an institution increases the amount of Good Food purchased each year.

GOOD FOOD PURCHASING AWARD LEVELS

<table>
<thead>
<tr>
<th>STAR RATING</th>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>★</td>
<td>5-9</td>
</tr>
<tr>
<td>★★</td>
<td>10-14</td>
</tr>
<tr>
<td>★★★</td>
<td>15-19</td>
</tr>
<tr>
<td>★★★★</td>
<td>20-24</td>
</tr>
<tr>
<td>★★★★★</td>
<td>25+</td>
</tr>
</tbody>
</table>
**SAMPLE SCORESHEET**

*Example: Institution A serves nutritious meals to low-income children. They use their purchasing power to support local businesses and well-paying jobs, so they have prioritized Local Economies, Valued Workforce, and Nutrition. They are satisfied meeting the baseline standard in Environmental Sustainability and Animal Welfare.*

<table>
<thead>
<tr>
<th>Category</th>
<th>Points</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LOCAL ECONOMIES</strong></td>
<td>6</td>
<td>We create opportunities for businesses in our community to thrive. We purchase over 50% of our food from producers within 250 miles, including very small farmers and businesses owned by women and entrepreneurs of color.</td>
</tr>
<tr>
<td><strong>ENVIRONMENTAL SUSTAINABILITY</strong></td>
<td>1</td>
<td>We purchase over 15% of food from producers with high environmental stewardship standards, including organic practices and chicken produced without routine antibiotics. We have also adopted a less meat, better meat strategy to decrease our carbon and water footprint.</td>
</tr>
<tr>
<td><strong>VALUED WORKFORCE</strong></td>
<td>6</td>
<td>We purchase over 10% of our food from suppliers who pay their workers living wages and respect health and safety regulations. Many of the workers in our supply chain are represented by a union contract. This is a high bar by industry standards and something we work actively with our suppliers to improve even further.</td>
</tr>
<tr>
<td><strong>ANIMAL WELFARE</strong></td>
<td>1</td>
<td>Our menus feature plant-forward dishes, which has led to a 15% reduction in the total volume of animal products purchased. At the same time, we purchase higher welfare meat products.</td>
</tr>
<tr>
<td><strong>NUTRITION</strong></td>
<td>3</td>
<td>We purchase whole, seasonal fruits and vegetables, prioritize plant based menu items and minimize added sugars and sodium. We feature our most nutritious menu times in high-visibility areas to make healthy choices easy.</td>
</tr>
</tbody>
</table>

**TOTAL:** 17 POINTS  
**STAR RATING:** ★★★
“THE GOOD FOOD PURCHASING PROGRAM PROVIDES US WITH A TOOL TO EVALUATE AND TALK IN CONCRETE TERMS ABOUT THE WORK WE'RE DOING TO IMPROVE OUR FOOD PROCUREMENT.

It demonstrates in dollar terms the magnitude of the improvements we have made. It also provides a framework for setting goals around issues we haven't been able to work on yet, like increasing our purchases from suppliers with fair and humane labor practices.”

JENNIFER LE BARRE
Nutrition Services Director, Oakland Unified School District
LOCAL ECONOMIES

Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
## LOCAL ECONOMIES
### PURCHASING GOALS

- **INCREASE SPEND ON LOCAL FOOD**

<table>
<thead>
<tr>
<th>STRATEGIES</th>
<th>SOURCING TARGETS, BY YEAR</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LEVEL 1</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BASELINE</strong></td>
<td></td>
<td><strong>Option 1: Increase Local Food Spend</strong></td>
<td><strong>Increase Local Food Spend:</strong></td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources).</td>
<td>26% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Option 2: Submit Plan for Baseline Achievement Within 1 Year</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Local Economies Category.</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LEVEL 2</strong></td>
<td></td>
<td><strong>Increase Local Food Spend:</strong></td>
<td><strong>Increase Local Food Spend:</strong></td>
<td>2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources).</td>
<td>26% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>OR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>LEVEL 3</strong></td>
<td></td>
<td><strong>Increase Local Food Spend</strong></td>
<td><strong>Increase Local Food Spend:</strong></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).</td>
<td>25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).</td>
<td></td>
</tr>
</tbody>
</table>
In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

1 At least 1% of food is purchased from small scale and family or cooperatively-owned farms (per the USDA definition of farm size in the most recent USDA Census of Agriculture) and located within 250 miles.

1 At least 5% of food is grown/raised AND processed in the same county as institution.

1 At least 1% of food is purchased directly from farmer-owned businesses.

1 At least 1% of food is purchased from Socially Disadvantaged, Beginning, Limited Resource, Veteran, Women, Minority, or Disabled Farmers/Ranchers.

1 An institution purchases product from suppliers outside 250 mile range, but from small-scale operations and certified by Fairtrade International (FLO) or Small Producer Symbol (SPP).

1-3 depending on rigor of program

Institution develops and implements long-term plan to encourage and invest in value-chain innovation among its suppliers.

Examples of qualifying initiatives:

• Help develop new distribution infrastructure to facilitate working with very small growers, processors or other food businesses.
• Guarantee a certain volume of purchases to small growers prior to each planting cycle.
• Work with suppliers to include alternate ingredients in processed food items that support the Good Food value categories.
• Finance suppliers’ certification processes to help them participate in Level 3 certification initiatives.\(^1\)

1-3 depending on rigor of program

Institution actively supports or sponsors initiatives that directly promote quality employment or business ownership opportunities for low-income entrepreneurs of color or disadvantaged communities.

Examples of qualifying initiatives:

• Establish a contract, MOU or other formal partnership to purchase food from a community-serving business/organization with a stated mission that includes providing jobs to people with barriers to employment such as those transitioning from homelessness, incarceration, substance abuse or foster care.
• For new facilities development, create a Community Benefits Agreement that considers the workforce, community development and environmental impact of the development.
• Establish a formal hiring policy, which prioritizes hiring local residents with barriers to employment.
• Establish a contract, MOU or other formal partnership to purchase food from a worker-owned cooperative that has a stated mission to serve or is majority-owned by disadvantaged populations.
• Support workforce development in the food industry for disadvantaged or vulnerable populations through scholarships for employees who participate in career pathway training programs or hire new employees directly from a workforce training program.

\(^1\) Food or monetary donations for charitable causes do not count.
LOCAL ECONOMIES
QUALIFYING CRITERIA

The geographic radius of local is defined by region, with agreement by the Center, depending on regional variation in food production patterns. Otherwise, local is defined as:

**LEVEL 1**

- **Size**
  - Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture)\(^2\) (> $5 million)
  - Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (> $50 million)\(^4\)
  
  AND

- **Ownership**
  - Family farm\(^5\) or cooperatively owned (or owner-operated boats for seafood)
  
  AND

- **Geographic Radius**
  - Within 250 miles\(^6\)

**LEVEL 2**

- **Size**
  - Produce: Large scale operations (Between $1 million and $5 million)
  - Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)
  
  AND

- **Ownership**
  - Family farm or cooperatively owned (or owner-operated boats for seafood)
  
  AND

- **Geographic Radius**
  - Within 250 miles\(^6\)

**LEVEL 3\(^7\)**

- **Size**
  - Produce: Large scale operations (Between $1 million and $5 million)
  - Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Large scale operations (Between $20 million and $50 million)
  
  AND

- **Ownership**
  - Family farm or cooperatively owned (or owner-operated boats for seafood)
  
  AND

- **Geographic Radius**
  - Within 250 miles\(^6\)

---

2 For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:
  - 100% credit if source farm meets Level 3 criteria,
  - 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria,
  - 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.


4 Sizing ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based on internal analysis of suppliers and align with Real Food Challenge’s definitions.

5 As defined by the USDA, a majority of the business is owned by the operator and individuals related to the operator. [https://www.ars.usda.gov/topics/farm-economy/farm-household-well-being/glossary.aspx#familyfarm](https://www.ars.usda.gov/topics/farm-economy/farm-household-well-being/glossary.aspx#familyfarm).

6 Note: this radius is 500 miles for meat.

7 Note: this radius is 600 miles for meat.

8 Note: this radius is 800 miles for meat.
Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant forward menus, which feature smaller portions of animal proteins in a supporting role.
ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND OR
- REDUCE CARBON AND WATER FOOTPRINT

LEVEL 1 BASELINE

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

Option 1: Increase Environmentally Sustainable Food Spend
15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 environmentally sustainable sources (see page 29 for qualifying criteria).

OR

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria).

Option 2: Reduce Carbon and Water Footprint
a) Reduce carbon footprint and water footprint of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years; 11, 12

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least two source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options). 13, 14

TARGET: YEAR 5

Option 1: Increase Environmentally Sustainable Food Spend
25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation in the Good Food Purchasing Program (see page 29 for qualifying criteria).

Option 2: Reduce Carbon and Water Footprint
a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year;

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).

ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

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9 See next page for conversion factors for carbon footprint.
10 See next page for conversion factors for water footprint.
11 The baseline year is the year in which institution initiates its meat reduction efforts.
12 Special calculations of water/energy for “better meat” will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.
13 Qualifying food resource recovery strategies will be determined based on adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.
14 An institution may choose to conduct waste audit at a select number of sample sites.
ENVIRONMENTAL SUSTAINABILITY
PURCHASING GOALS, CONT.

- INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND OR
- REDUCE CARBON AND WATER FOOTPRINT

SOURCING TARGETS, BY YEAR

TARGET: YEAR 1

ADDITIONAL LEVEL 1 REQUIREMENTS
No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 25% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.  

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Environmental Sustainability Category.

TARGET: YEAR 5

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

At least 60% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.

CONVERSION FACTORS FOR CARBON FOOTPRINT:

<table>
<thead>
<tr>
<th>Food Product</th>
<th>lb CO2/lb edible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beef</td>
<td>26.5</td>
</tr>
<tr>
<td>Cheese</td>
<td>9.8</td>
</tr>
<tr>
<td>Pork</td>
<td>6.9</td>
</tr>
<tr>
<td>Poultry</td>
<td>5.1</td>
</tr>
<tr>
<td>Fish</td>
<td>3.8</td>
</tr>
<tr>
<td>Other Dairy + Eggs</td>
<td>3.3</td>
</tr>
</tbody>
</table>


CONVERSION FACTORS FOR WATER FOOTPRINT:

<table>
<thead>
<tr>
<th>Food Product</th>
<th>Blue + Green gallons/lb edible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beef</td>
<td>1.590</td>
</tr>
<tr>
<td>Pork</td>
<td>475</td>
</tr>
<tr>
<td>Cheese</td>
<td>382</td>
</tr>
<tr>
<td>Poultry</td>
<td>230</td>
</tr>
<tr>
<td>Other Dairy + Eggs</td>
<td>139</td>
</tr>
<tr>
<td>Fish</td>
<td>Pending</td>
</tr>
</tbody>
</table>


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15 Animal product refers to any products derived from an animal, including meat, poultry, eggs, and dairy.
16 In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken (once 3rd party verified)). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the time, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.
17 Addressing antibiotic usage through third party verified certification processes such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.
18 See footnote 16 for definition.
# Environmental Sustainability Purchasing Goals, Cont.

## Strategies

**Level 2**

### Target: Year 1

**Option 1: Increase Environmentally Sustainable Food Spend**

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 environmentally sustainable sources (see page 29 for qualifying criteria).

**Option 2: Reduce Carbon and Water Footprint**

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years.\(^\text{19}\)

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies\(^\text{20}\) that address most wasted food items identified in audit and donate all recoverable food once per month.\(^\text{21}\)

### Target: Year 5

**Option 1: Increase Environmentally Sustainable Food Spend**

25% of the total dollars spent annually on food products will come from Level 1 environmentally sustainable sources by fifth year of participation (see page 29 for qualifying criteria).

**Option 2: Reduce Carbon and Water Footprint**

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by at least 20% per meal served from baseline year;

AND

b) Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance) and implement at least three source reduction strategies that address most wasted food items identified in audit. (See Appendix B for a menu of options).

### Level 2 Additional Requirements

At least 25% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.\(^\text{22, 23}\)

At least 60% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.\(^\text{24}\)

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\(^{19}\) The baseline year is the year in which institution initiates its meat reduction efforts.

\(^{20}\) Qualifying food resource recovery strategies will be determined based adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.

\(^{21}\) An institution may choose to conduct waste audit at a select number of sample sites.

\(^{22}\) In qualifying products, antimicrobial drugs (both medically important and otherwise) may be used for disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken (once 3rd party verified)). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Doctor for Food Purchasing may consider approval of additional narrowly defined, non customary uses upon request.

\(^{23}\) Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

\(^{24}\) Refer to footnote 22 for definition.
### ENVIRONMENTAL SUSTAINABILITY

#### PURCHASING GOALS, CONT.

- **INCREASE ENVIRONMENTALLY SUSTAINABLE FOOD SPEND**
  OR
- **REDUCE CARBON AND WATER FOOTPRINT**

<table>
<thead>
<tr>
<th>SOURCING TARGETS, BY YEAR</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria); AND Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;26 AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies26 that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).27</td>
<td></td>
<td>3</td>
</tr>
<tr>
<td></td>
<td>25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation; AND Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year; AND Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### LEVEL 3 ADDITIONAL REQUIREMENTS

- **LEVEL 3 ADDITIONAL REQUIREMENTS**

  At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.28 29

  All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.30

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25 The baseline year is the year in which institution initiates its meat reduction efforts.
26 Qualifying food resource recovery strategies will be determined based on adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.
27 An institution may choose to conduct waste audit at a select number of sample sites.
28 Refer to footnote 22.
29 Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because the labels do not necessarily lead to improved environmental outcomes.
30 Refer to footnote 22.
In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

1. Institution participates in “Meatless Mondays” campaign or any equivalent meatless day program.

1. 100% of disposable flatware, dishes, cups, napkins and other service items are compostable.

1. No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.
# ENVIRONMENTAL SUSTAINABILITY QUALIFYING CRITERIA

## LEVEL 1

**FRUITS & VEGETABLES**
- Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods’ Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or
- Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.

## LEVEL 2

**FRUITS & VEGETABLES**
- Protected Harvest certified; or
- Food Alliance certified; or
- Rain Forest Alliance certified; or
- Enrolled in Whole Foods Responsibly Grown program; or
- Platinum certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy; or
- USDA Transitional Organic Standard; or
- Sustainably Grown certified; or
- Salmon Safe; or
- LEAF (Linking Environment and Farming)

## LEVEL 3

**FRUITS & VEGETABLES**
- USDA Organic; or
- Demeter Certified Biodynamic; or
- Produce grown in a farm or garden at the institution using organic practices

## MILK & DAIRY
- AOA Grassfed

## POULTRY
- Animal Welfare Approved; or
- Food Alliance Certified

## EGGS
- Certified Humane Raised and Handled

## MEAT
- AOA Grassfed

## FISH (WILD)
- No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide
- Fish listed as “Best” choice in Monterey Bay Aquarium’s Seafood Watch Guide

## FISH (FARM-RAISED)
- No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide
- Fish listed as “Best” choice in Monterey Bay Aquarium’s Seafood Watch Guide

## GRAINS
- Pesticide-free

## THIRD-PARTY CERTIFICATIONS

![Certification Logos]

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31 Other certifications for farm-raised fish may be accepted on a species-by-species basis, if endorsed by Seafood Watch.
Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
# VALUED WORKFORCE

## PURCHASING GOALS

- Increase spend on fair food
- Support labor law compliance along the supply chain

### SOURCING TARGETS, BY YEAR

<table>
<thead>
<tr>
<th>LEVEL 1</th>
<th>BASELINE</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers</td>
<td>Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>See page 32 for additional details.</td>
<td>See page 32 for additional details.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>AND</strong></td>
<td><strong>AND</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Increase Fair Food Spend</strong>&lt;br&gt;5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources).</td>
<td><strong>Increase Fair Food Spend</strong>&lt;br&gt;15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1.</td>
<td>To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Valued Workforce Category.</td>
<td></td>
</tr>
</tbody>
</table>

| LEVEL 2 | Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers | Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers | 2 |
|         | See page 32 for additional details. | See page 32 for additional details. | |
|         | **AND** | **AND** | |
|         | **Increase Fair Food Spend**<br>5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources). | **Increase Fair Food Spend**<br>15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources). | |

| LEVEL 3 | Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers | Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers | 3 |
|         | See page 32 for additional details. | See page 32 for additional details. | |
|         | **AND** | **AND** | |
|         | **Increase Fair Food Spend**<br>5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources). | **Increase Fair Food Spend**<br>15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources). | |
VALUED WORKFORCE
PURCHASING GOALS, CONT.

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

<table>
<thead>
<tr>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
</tr>
</thead>
</table>

**DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS**

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

(1) Freedom of association and the right to collective bargaining.
(2) Elimination of all forms of forced or compulsory labor.
(3) Abolition of child labor.
(4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**
Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

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32 Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor’s supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.
In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2  Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.

1  Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages.

1  Institution’s food service contractor meets Level 3 Valued Workforce criteria.

2  An institution or vendor has a Labor Peace policy or agreement.
VALUED WORKFORCE QUALIFYING CRITERIA

LEVEL 1

Vendor and Suppliers
Have a social responsibility policy, which includes:
(1) union or non-poverty wages;
(2) respect for freedom of association and collective bargaining;
(3) safe and healthy working conditions;
(4) proactive policy on preventing sexual harassment and assault;
(5) prohibition of child labor, as defined by the International Labour Organization (ILO)\(^{33}\) and at least one additional employment benefit such as:
(6) employer-paid health insurance
(7) paid sick days;
(8) profit-sharing with all employees;

OR

Vendor and Suppliers
Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

• Are certified by Fair for Life; or
• Are certified by Fairtrade America (Fairtrade International FLO); or
• Are certified by Fairtrade USA

LEVEL 2

Vendor and Supplier
• Are Food Justice-Certified by the Agricultural Justice Project; or
• Are certified by the Equitable Food Initiative

LEVEL 3\(^{33,34}\)

Vendor and Supplier
• Have a union contract with their employees\(^{36}\), or
• Are a worker cooperative\(^{37}\)

THIRD-PARTY CERTIFICATIONS

Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- Use of slave or forced labor;
- Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;
- Use of child labor\(^{38}\)

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33 Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 5 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:
• 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
• 66% credit if two of three companies meet Level 3 criteria.
• 50% credit if one of three companies meets Level 3 criteria.

34 Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and chart progress toward a living wage, safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement; and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers, and a focus on enforcement, with binding legal agreements to ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.


36 Unions cannot be controlled or backed by government or the employer.

37 As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the Cooperative Principles and Values. The two central characteristics of worker cooperatives are (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

38 Federal and/or state law defines child labor for the supplier’s industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the ILO standard.
Source from producers that provide healthy and humane conditions for farm animals.
ANIMAL WELFARE
PURCHASING GOALS

- **INCREASE HIGH ANIMAL WELFARE FOOD SPEND OR**
- **REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED**

**SOURCING TARGETS, BY YEAR**

**TARGET: YEAR 1**

**Option 1: Increase High Animal Welfare Food Spend**
15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria).

OR

5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

**Option 2: Reduce Total Volume of Animal Products Purchased**
Replace 15% of the total volume of animal products purchased with plant-based protein.

**TARGET: YEAR 5**

**Option 1: Increase High Animal Welfare Food Spend**
25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria).

**Option 2: Reduce Total Volume of Animal Products Purchased**
Replace 25% of the total volume of animal products purchased with plant-based protein.

To be recognized as a Good Food Provider, an institution at least meets the baseline standard in the Animal Welfare Category.

**LEVEL 2**

**Option 1: Increase High Animal Welfare Food Spend**
15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

OR

10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

**Option 2: Reduce Total Volume of Animal Products Purchased**
Replace 25% of the total volume of animal products purchased with plant-based protein.

**LEVEL 1 BASELINE**

**Option 1: Increase High Animal Welfare Food Spend**
36% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

**Option 2: Reduce Total Volume of Animal Products Purchased**
Replace 36% of the total volume of animal products purchased with plant-based protein.

**POINTS AWARDED**

1
2
### ANIMAL WELFARE PURCHASING GOALS, CONT.

- Increase High Animal Welfare Food Spend OR
- Reduce Total Volume of Animal Products Purchased

#### LEVEL 3

<table>
<thead>
<tr>
<th>STRATEGIES</th>
<th>SOURCE TARGETS, BY YEAR</th>
<th>TARGET: YEAR 1</th>
<th>TARGET: YEAR 5</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Option 1: Increase High Animal Welfare Food Spend</strong></td>
<td>15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).</td>
<td><strong>Option 1: Increase High Animal Welfare Food Spend</strong></td>
<td>45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).</td>
<td>3</td>
</tr>
<tr>
<td><strong>Option 2: Reduce Total Volume of Animal Products Purchased</strong></td>
<td>Replace 35% of the total volume of animal products purchased with plant-based protein.</td>
<td><strong>Option 2: Reduce Total Volume of Animal Products Purchased</strong></td>
<td>Replace 40% of the total volume of animal products purchased with plant-based protein.</td>
<td></td>
</tr>
</tbody>
</table>
In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

2. Institution encourages plant-based diets by offering only vegan options.

1. Institution encourages plant-based diets by offering only vegetarian options.

1. 50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).
# ANIMAL WELFARE QUALIFYING CRITERIA

<table>
<thead>
<tr>
<th>LEVEL 1</th>
<th>LEVEL 2</th>
<th>LEVEL 3</th>
</tr>
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<tbody>
<tr>
<td><strong>DAIRY</strong></td>
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<td><strong>LEVEL 3</strong></td>
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<tr>
<td>• Certified Humane; or</td>
<td>• PCO 100% Grassfed</td>
<td>• Animal Welfare Approved</td>
</tr>
<tr>
<td>• USDA Organic&lt;sup&gt;39&lt;/sup&gt;</td>
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<td></td>
</tr>
<tr>
<td><strong>EGGS&lt;sup&gt;40&lt;/sup&gt;</strong></td>
<td><strong>LEVEL 2</strong></td>
<td><strong>LEVEL 3</strong></td>
</tr>
<tr>
<td>• Certified Humane Cage Free; or</td>
<td>• American Humane Certified Pasture Raised&lt;sup&gt;42&lt;/sup&gt;; or</td>
<td>• Animal Welfare Approved</td>
</tr>
<tr>
<td>• GAP Step 1, 2; or</td>
<td>• Certified Humane Free Range; or</td>
<td>• Certified Humane Pasture Raised; or</td>
</tr>
<tr>
<td>• USDA Organic&lt;sup&gt;41&lt;/sup&gt;</td>
<td>• GAP Step 3</td>
<td>• GAP Step 4, 5, 5+</td>
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<tr>
<td><strong>POULTRY</strong></td>
<td><strong>LEVEL 2</strong></td>
<td><strong>LEVEL 3</strong></td>
</tr>
<tr>
<td>• Certified Humane; or</td>
<td>• Certified Humane Free Range&lt;sup&gt;46&lt;/sup&gt;</td>
<td>• Animal Welfare Approved</td>
</tr>
<tr>
<td>• GAP&lt;sup&gt;43&lt;/sup&gt; Step 2, 3; or</td>
<td></td>
<td>• GAP Step 4, 5, 5+</td>
</tr>
<tr>
<td>• USDA Organic&lt;sup&gt;44&lt;/sup&gt;</td>
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<td></td>
</tr>
<tr>
<td><strong>BEEF</strong></td>
<td><strong>LEVEL 2</strong></td>
<td><strong>LEVEL 3</strong></td>
</tr>
<tr>
<td>• Approved American Grassfed Association Producer; or</td>
<td>• PCO 100% Grassfed</td>
<td>• Animal Welfare Approved</td>
</tr>
<tr>
<td>• Certified Humane; or</td>
<td></td>
<td>• Certified Grassfed by A Greener World; or</td>
</tr>
<tr>
<td>• GAP Step 1, 2; or</td>
<td></td>
<td>• GAP Step 4, 5, 5+</td>
</tr>
<tr>
<td>• USDA Organic&lt;sup&gt;46&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>POUR</strong></td>
<td><strong>LEVEL 2</strong></td>
<td><strong>LEVEL 3</strong></td>
</tr>
<tr>
<td>• Certified Humane; or</td>
<td>• Gap Step 3</td>
<td>• Animal Welfare Approved</td>
</tr>
<tr>
<td>• GAP Step 1, 2; or</td>
<td></td>
<td>• GAP Step 4, 5, 5+</td>
</tr>
<tr>
<td>• USDA Organic&lt;sup&gt;47&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>FISH&lt;sup&gt;48&lt;/sup&gt;</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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<sup>39</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>40</sup> AMA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.

<sup>41</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>42</sup> Because American Humane Certified does not have a set of “Core Criteria” that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.

<sup>43</sup> GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.

<sup>44</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>45</sup> Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.

<sup>46</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>47</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>48</sup> Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.
NUTRITION

Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.
NUTRITION PURCHASING GOALS

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

HEALTHY PROCUREMENT

- Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.\(^{49}\)
- If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.\(^ {50, 61} \)
- Fruits, vegetables, and whole grains account for at least 60% of total food purchases by volume.\(^ {52} \)
- All individual food items contain ≤ 480 mg sodium per serving.\(^ {54} \) Purchase “low sodium” (≤ 140 mg sodium per serving) whenever possible.
- Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

HEALTHY FOOD SERVICE ENVIRONMENT

- Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.\(^ {54} \)
- Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- Offer plant-based main dishes at each meal service.\(^ {56} \)

HEALTH EQUITY

- Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.\(^ {56} \) Examples of qualifying initiatives:
  - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT.

\(^{49}\) See Appendix C for definitions for whole (minimally processed), processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

\(^{50}\) Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per oz.

\(^{51}\) One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-amount for meat, poultry, and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is 7-9 oz. per meal). See the USDA Food Patterns: Healthy U.S. Style Eating Pattern for more information.

\(^{52}\) Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

\(^{53}\) Sodium Standards for Purchased Food:
  - Canned and frozen seafood: ≤ 290 mg sodium per serving;
  - Canned and frozen poultry: ≤ 290 mg sodium per serving;
  - Sliced sandwich bread: ≤ 180 mg sodium per serving;
  - Baked goods (e.g., dinner rolls, muffins, bagels, tortillas): ≤ 290 mg sodium per serving;
  - Cereal: ≤ 218 mg sodium per serving;
  - Canned or frozen vegetables: ≤ 290 mg sodium per serving;
  - Recommend “reduced” sodium (per FDA definition) sauce and other condiments;
  - Recommend purchasing cheese: ≤ 215 mg sodium per serving.

\(^{54}\) Health Care Without Harm. Healthy Beverage Defined: Water (filtered tap, unsweetened, salt-free or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unsweetened); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

\(^{56}\) To the best possible extent, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

\(^{56}\) Food or monetary donations for charitable causes do not count.
HEALTHY PROCUREMENT

☐ All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.  

☐ If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).  

☐ All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).  

☐ At least 50% of grain products purchased are whole grain rich.  

☐ Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing. Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

HEALTHY FOOD PREPARATION

☐ Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.  

☐ Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming).

HEALTHY FOOD SERVICE ENVIRONMENT

☐ If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.  

☐ Adopt one or more product placement strategies such as:  
  ▪ Prominently feature fruit and/or non-fried vegetables in high-visibility locations.  
  ▪ Display healthy beverages in eye level sections of beverage cases (if applicable).  
  ▪ Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).  

☐ Healthy food and beverage items are priced competitively with non-healthy alternatives.  

☐ Adopt one or more marketing/promotion/signage strategies, such as:  
  ▪ Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

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67 Low Sodium is ≤140 mg or less per RACC.
68 Fat-Free is 0 g or less per RACC; Low-Fat is 3 g or less per RACC and per 60g if RACC is small (<30g); Reduced Fat is 26% less fat per RACC when compared to the original food. Low Sodium is ≤140 mg or less per RACC and per 60g if RACC is small (<30g).
69 Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. 3 grams or more of fiber/serving.
60 Low Fat is 3 g or less per RACC and per 60g if RACC is small (<30g); Low Sodium is ≤140 mg or less per RACC and per 60g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 60g if RACC is small (<30g).
61 A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.
EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

1. **MENU LABELING**
   Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.

1. **PORTION CONTROL**
   Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines). 62

1. **CULTURALLY APPROPRIATE MENUS**
   Offer menu items that are culturally appropriate for institution’s demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.

1. **NUTRITION & FOOD SYSTEMS EDUCATION**
   For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:
   - Interactive/educational garden program
   - District-wide required nutrition curriculum
   - Farm/processing site visits to regional producers

1. **WORKSITE WELLNESS**
   Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.

1. **HEALTHY VENDING**
   Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard. 63

<table>
<thead>
<tr>
<th>PERCENTAGE OF CHECKLIST ITEMS MET</th>
<th>SCORING TARGET</th>
<th>POINTS AWARDED</th>
</tr>
</thead>
<tbody>
<tr>
<td>51 - 64.9%</td>
<td>LEVEL 1</td>
<td>1</td>
</tr>
<tr>
<td>65 - 79.9%</td>
<td>LEVEL 2</td>
<td>2</td>
</tr>
<tr>
<td>80 - 100%</td>
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<td>3</td>
</tr>
<tr>
<td></td>
<td>UP TO 6</td>
<td>EXTRA POINTS</td>
</tr>
</tbody>
</table>

62 Reduced-sized portions are at least 1/10 smaller than the full-size item and are offered in addition to the full-size versions.

APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [a food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy, Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

Local Economies: support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
Environmental Sustainability: source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature smaller portions of animal proteins in a supporting role.
Valued Workforce: Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
Animal Welfare: Source from producers that provide healthy and humane conditions for farm animals.
Nutrition: Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.
RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:

(1) Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.

(2) Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.

(3) Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.

(4) Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

RESOLVED, that [Institution] commits to the following reporting requirements:

(1) Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.

(2) Submit Baseline Nutrition Assessment.

(3) Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
   1. Product name;
   2. Unit type purchased (e.g. cases, bunches, packs);
   3. Number of units purchased;
   4. Volume per unit (e.g. ounces, lbs);
   5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
   6. Amount spent by institution for each product, to include:
      a. Price per unit;
      b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.

(4) Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.

(5) Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.

(6) Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.
APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD

The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
   - Feed Animals – divert food scraps to animal feed
   - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recyle oils/grease (for rendering or biodiesel)
   - Composting

According to the EPA, “each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy.”

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA’s Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.
APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA’s Food Recovery Hierarchy website.

SOURCE REDUCTION

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- “Offer vs serve”
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don’t get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

RECOVERY

FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

RECYCLING

FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

64 This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant
65 LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste, http://www.leanpath.com
66 From Food Bus: http://foodbus.org/toolkit/
## APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

<table>
<thead>
<tr>
<th>Processing Category</th>
<th>Definition</th>
<th>Examples</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unprocessed and minimally processed foods and beverages</td>
<td>Include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.</td>
<td>Examples include, but are not limited to fresh, chilled, frozen, vacuum-packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water.</td>
</tr>
<tr>
<td>Moderately processed foods and beverages</td>
<td>Simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients. Additives are sometimes added to foods in this group.</td>
<td>Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.</td>
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</tbody>
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67 Courtesy of San Diego County Department of Public Health  
72 Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.  
78 Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leaving agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.
APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

<table>
<thead>
<tr>
<th>PROCESSING CATEGORY</th>
<th>DEFINITION</th>
<th>EXAMPLES</th>
</tr>
</thead>
<tbody>
<tr>
<td>ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS</td>
<td>Ultra-processed food and beverage products are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensory qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products.⁷⁹, ⁸⁰, ⁸¹, ⁸²</td>
<td>Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&amp;C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.</td>
</tr>
<tr>
<td>CULINARY INGREDIENTS</td>
<td>Culinary ingredients are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages.⁸³, ⁸⁴, ⁸⁵, ⁸⁶</td>
<td>Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.</td>
</tr>
<tr>
<td>FRESHLY PREPARED FOODS AND BEVERAGES</td>
<td>Freshly prepared foods and beverages are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients.⁸⁷</td>
<td>Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.</td>
</tr>
</tbody>
</table>

⁸⁷ Nutrient Profile Model (2016), Pan American Health Organization.
Golf Food and Beverage Gross Sales  
(Does not include merchandise sales or equipment rental)

<table>
<thead>
<tr>
<th>Location</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rancho Park</td>
<td>$765,372</td>
<td>$842,478</td>
<td>$873,934</td>
<td>$918,428</td>
</tr>
</tbody>
</table>

Golf Rounds Played

<table>
<thead>
<tr>
<th>Location</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rancho Park</td>
<td>97,936</td>
<td>96,204</td>
<td>91,813</td>
<td>93,303</td>
</tr>
</tbody>
</table>
As of 5/1/17  
Rancho Park Golf Restaurant  
City-Owned Equipment

### BANQUET ROOM

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(6) 8’ Banquet tables</td>
<td></td>
<td>Folding legs</td>
</tr>
<tr>
<td>2</td>
<td>Air conditioner</td>
<td></td>
<td>Wall unit, attached - not working</td>
</tr>
<tr>
<td>3</td>
<td>3-compartment sink s/s</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FRONT DINING AREA

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>(19) Dining booths and tables</td>
<td></td>
<td>Burgundy</td>
</tr>
<tr>
<td>2</td>
<td>(2) Dining Counters</td>
<td></td>
<td>Attached to floor</td>
</tr>
<tr>
<td>3</td>
<td>(9) Bar stools</td>
<td></td>
<td>Burgundy</td>
</tr>
<tr>
<td>4</td>
<td>(8) Dining tables</td>
<td></td>
<td>Tan</td>
</tr>
<tr>
<td>5</td>
<td>(16) Dining Chairs</td>
<td></td>
<td>Located down center of dining room. Facing each other. Seats 8 each.</td>
</tr>
<tr>
<td>6</td>
<td>(2) Bench seats</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### FRONT KITCHEN

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2-Drawer warmer</td>
<td>General Electric</td>
<td>Sometimes not working</td>
</tr>
<tr>
<td>2</td>
<td>Display pie case with 2-door refrigerator</td>
<td></td>
<td>Each end of &quot;island&quot;</td>
</tr>
<tr>
<td>3</td>
<td>(2) 2-Door attached refrigerato</td>
<td>Kelvinator</td>
<td>Reach down</td>
</tr>
<tr>
<td>5</td>
<td>Ice storage</td>
<td>Wells</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Milk dispenser and milk shake machine</td>
<td>Bunnar stove top</td>
<td>Wolf</td>
</tr>
<tr>
<td>7</td>
<td>Double soup warmer and sink</td>
<td>Wells</td>
<td>Wolf</td>
</tr>
<tr>
<td>8</td>
<td>4-Burner stove top</td>
<td>Wolf</td>
<td>48&quot;</td>
</tr>
<tr>
<td>9</td>
<td>Grill</td>
<td>Wolf</td>
<td>48&quot;</td>
</tr>
<tr>
<td>10</td>
<td>Griddle</td>
<td>Fry master</td>
<td>Reach In</td>
</tr>
<tr>
<td>11</td>
<td>(2) Deep fryer</td>
<td></td>
<td>Above stove, grill, griddle, deep fryers. Chemical tanks mounted to wall on opposite side of hood (rear kitchen).</td>
</tr>
<tr>
<td>12</td>
<td>Freezer</td>
<td></td>
<td>Attached</td>
</tr>
<tr>
<td>13</td>
<td>Ventilation hood</td>
<td></td>
<td>Insert bins (cooled), under storage drawers (cooled), under storage shelves, back splash, order ticket holder.</td>
</tr>
<tr>
<td>14</td>
<td>Hood / Fire suppression system</td>
<td></td>
<td>Located under pie display</td>
</tr>
<tr>
<td>15</td>
<td>(2) Wall shelf s/s</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### REAR KITCHEN

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6-Door freezer</td>
<td>Traulsen</td>
<td>11 feet approx.</td>
</tr>
<tr>
<td>2</td>
<td>Griddle</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>6-Burnier stove</td>
<td>Garrand</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Prep work counter</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>3-Compartment sink, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Meat slicer</td>
<td>Hobart</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Walk-in refrigerator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>8-foot, double-sided work surfaces with raised center shelf, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Dishwasher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Stainless steel counter, wash area</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>(7) Wire storage racks</td>
<td></td>
<td>same in storage room</td>
</tr>
<tr>
<td>12</td>
<td>Water heater</td>
<td></td>
<td>on loading dock</td>
</tr>
</tbody>
</table>

### HALFWAY HOUSE

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Manufacturer/Model</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tall refrigerator, s/s</td>
<td>Traulsen</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Air conditioner, mounted in wall</td>
<td>Fujitsu</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Prep table, 2 drawers, shelf under, s/s</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>3-Compartment sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Shelf racks above sink</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Water heater</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>26’ tall cart on wheels</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

<table>
<thead>
<tr>
<th>Proposer:</th>
<th>Operating Pro Forma - By Contract Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
</tr>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
</tr>
<tr>
<td>Food and Beverage Sales</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Revenue:</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Cost of Goods</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Gross Margin</strong></td>
<td>$</td>
</tr>
<tr>
<td>Gross Margin %</td>
<td>#DIV/0!</td>
</tr>
<tr>
<td><strong>Expenses:</strong></td>
<td></td>
</tr>
<tr>
<td>Concession Fee</td>
<td></td>
</tr>
<tr>
<td>Food and Beverage</td>
<td>$</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td><strong>Total Concession Fee:</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Payroll Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Wages</td>
<td></td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td></td>
</tr>
<tr>
<td>Health Insurance &amp; Benefits</td>
<td></td>
</tr>
<tr>
<td>Workers' Compensation Insurance</td>
<td></td>
</tr>
<tr>
<td><strong>Total Payroll Costs</strong></td>
<td>$</td>
</tr>
<tr>
<td><strong>Variable Costs</strong></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td></td>
</tr>
<tr>
<td>Advertising, Marketing &amp; Promotion</td>
<td></td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td></td>
</tr>
<tr>
<td>Environmental Costs</td>
<td></td>
</tr>
<tr>
<td>Equipment Replacement - Small</td>
<td></td>
</tr>
<tr>
<td>Equipment Replacement - Large</td>
<td></td>
</tr>
<tr>
<td>Legal</td>
<td></td>
</tr>
<tr>
<td>Office Expenses</td>
<td></td>
</tr>
<tr>
<td>Payroll Processing Fees</td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td></td>
</tr>
<tr>
<td>Repair &amp; Maint. - FF&amp;E</td>
<td></td>
</tr>
<tr>
<td>Repair &amp; Maint. - Building</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td>Start up Expenses - Yr 1</td>
<td></td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Travel &amp; Entertainment</td>
<td></td>
</tr>
<tr>
<td>Utilities</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
<tr>
<td><strong>Total Variable Expenses</strong></td>
<td>$</td>
</tr>
</tbody>
</table>
FINANCIAL OFFER FORM
Rancho Park

Monthly Rent Commitment
In Year One of this Concession Agreement, for and in consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a monthly concession fee of the greater of:

One twelfth of a Minimum Annual Guarantee of (amount entered below must be at least $100,000):

$ ____________________________

or

A percentage of gross sales by category as shown below:

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>PERCENTAGE OFFERED BY PROPOSER</th>
</tr>
</thead>
<tbody>
<tr>
<td>(not all may apply)</td>
<td>(spell out percentage)</td>
</tr>
<tr>
<td>Food and non-alcoholic beverages</td>
<td>( %)</td>
</tr>
<tr>
<td>Alcohol</td>
<td>( %)</td>
</tr>
<tr>
<td>Special Events</td>
<td>( %)</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #1 (Define:__________)</td>
<td>( %)</td>
</tr>
<tr>
<td>Other #2 (Define:__________)</td>
<td>( %)</td>
</tr>
</tbody>
</table>

THE MINIMUM ANNUAL GUARANTEE FOR YEARS TWO THROUGH TEN IS THE GREATER OF 103% OF THE PREVIOUS YEAR’S MAG OR 90% OF THE ACTUAL PAID RENT FOR THE PREVIOUS CONTRACT YEAR.

Prepared By: ____________________________ (Authorized Signature) ____________________________ (Print Name)

______________________________ (Company Name) ____________________________ (Title)

______________________________ (Date)
COURSE DESCRIPTION
Rancho Park is a par 71 championship course playing at a deceptive 6,630 yards. This course is a very challenging undulating track that requires a great deal of finesse and skill. A premium is placed on approach shots to smallish greens from a variety of lies. It is a purist shot-making course, sure to please. Virtually all the legends of golf have played Rancho sometime during their career.

RESTAURANT DESCRIPTION
The historic club house contains a full service restaurant, bar and banquet hall as well as locker rooms that may be converted to provide additional banquet space and/or other amenities. The facility is at a prime intersection of Pico Blvd. in West LA and offers plenty of free parking. Located across the street from Fox studios, this restaurant serves as a popular breakfast and lunch spot for non-golfers as well. Rancho boasts the busiest driving range in the City’s golf system and the range is lighted for nighttime use, which presents an excellent opportunity for evening bar service. This concession also includes a halfway house.

MINIMUM REQUIRED CAPITAL IMPROVEMENTS TO BE COMPLETED IN CONTRACT YEARS 1 AND 2

1. Subject to all standards set by the City of Los Angeles Department of Building and Safety (LADBS) to comply with the Americans with Disabilities Act (ADA), upgrade the following: seating in both restaurant and bar area, cash transaction counter, and doors.

2. Aesthetic upgrades to include paint, flooring, furniture, and lighting fixtures.

3. Remodel/reconfiguration of main lobby and restrooms.

4. Install electrical sub-meters, if necessary.

5. Install Wi-Fi service according to RAP Systems Division standards.

ADDITIONAL SUGGESTED IMPROVEMENTS

1. Remodel locker rooms to be converted into banquet rooms or other amenities.

2. Reconfiguration of bar area to integrate into main restaurant.

3. Relocate starter window and pro shop and develop banquet facilities and terrace.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>98,000</td>
<td>200</td>
<td>903</td>
<td>1,526</td>
<td>N/A</td>
<td>1119</td>
<td>155</td>
<td>350</td>
<td>240-260</td>
</tr>
</tbody>
</table>
CAPITAL INVESTMENT FORM

Rancho Park

Proposer

Capital Investment Offer

1. Proposed Capital Investment for Leasehold Improvements
   (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)
   $__________(A)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Proposed Capital Investment for Furniture, Fixtures, and Equipment
   (EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)
   $__________(B)

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Architectural, engineering, and in-house fees (not to exceed 15%)
   $__________(C)

Total Capital Investment Commitment (add A + B + C above) =
$__________

Total Mid-term Refurbishment Commitment
$__________

Signature of Authorized Person: __________________________ Date: _____

Printed Name: __________________________ Title: __________________________

Note: please use a separate form for each package on which you are proposing and attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.
DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
RANCHO PARK GOLF COURSE FOOD AND BEVERAGE
(CON-G18-002)

TERMS AND CONDITIONS ACCEPTANCE FORM

Proposing Entity: ____________________________________________
(Complete legal name/include DBA if applicable)

Entity Address: _____________________________________________

Organization Type: __________________________________________
(Corporation, partnership, sole proprietor, etc.)

Contact Name: _____________________________________________

Contact Telephone: __________________________________________

Contact Fax: _______________________________________________

Email Address: ______________________________________________

________________________________________  ________________
Authorized Signature  Date

By signing, the proposer confirms and acknowledges acceptance of the terms and
conditions set forth in this Request for Proposal and the resulting contract, without
exception.

Instructions:

1) Complete the above

2) Provide the appropriate signature of a person/officer authorized to bind the proposer

3) Submit one original wet signature with the original proposal and copies with all other
copies of proposal

PLEASE NOTE: FAILURE TO COMPLETE AND SIGN THIS FORM WITHOUT
EXCEPTION WILL BE GROUNDS FOR ELIMINATION FROM THIS COMPETITIVE
PROCESS.