



# City of Los Angeles

Department of Recreation and Parks



## Request for Proposal

For the Design, Management and Operation of the

### **RANCHO PARK GOLF COURSE FOOD & BEVERAGE CONCESSION (CON-G25-003)**



**Release Date:** August 14, 2025  
**Pre-Proposal Conference:** September 3, 2025 (see Exhibit A)  
**Due Date:** October 7, 2025 (see Exhibit A)

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RANCHO PARK GOLF COURSE  
FOOD AND BEVERAGE CONCESSION

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REQUEST FOR PROPOSAL  
FOR THE DESIGN, OPERATION AND MANAGEMENT OF  
RANCHO PARK GOLF COURSE  
FOOD AND BEVERAGE CONCESSION

**I. INTRODUCTION**

The City of Los Angeles (City), through its Department of Recreation and Parks (RAP) is pleased to offer an opportunity for a well-qualified business entity or entities to provide design input, provide FF&Es, manage, operate and maintain the Rancho Park Golf Course Food and Beverage Concession (Concession). A summary description of the opportunity is as follows:

<b>Term</b>	Ten years plus one five-year extension option.
<b>Facility</b>	Rancho Park Golf Course Restaurant is located at 10460 W. Pico Blvd. Los Angeles, CA 90064-2342, within the golf clubhouse which is undergoing a complete renovation.
<b>Clubhouse Development</b>	RAP is overseeing the buildout of the clubhouse, including the restaurant and banquet space, golf starter office, pro shop, main lobby, and restrooms. The successful proposer (Concessionaire) from this RFP will provide design input for the restaurant, bar and banquet space. RAP will oversee the construction of the new restaurant and cover build out costs up to \$4 million (possibly more, at City's discretion). The Concessionaire shall fund and furnish the restaurant with furniture, fixtures and equipment (FF&E); obtain all required permits and licenses for a restaurant, bar, and event space; and oversee all aspects of food and beverage operations.
<b>Space Design</b>	RAP has secured the services of a top architectural firm who will design the clubhouse. The Concessionaire will provide input for the concession spaces, including infrastructure, design elements, layout and other potential aspects of the project. If preferred, the Concessionaire may utilize their own design team and architect at their cost.
<b>FF&amp;E</b>	The Concessionaire will be required to fund and provide all FF&E for the restaurant, bar, banquet space, halfway house, outdoor bar and any other spaces dedicated to the food and beverage operation. (Exhibit E)
<b>Utilities</b>	The Concessionaire will pay for utilities (electricity, natural gas) for the concession premises. RAP will provide separate metering devices for billing. The Concessionaire has the option to transfer trash to the golf facility dumpsters, or pay for their own trash dumpster service. The Concessionaire will pay their own land line telephone, internet, and other subscription-based services as proposed (e.g., POS system, commercial music streaming services and licenses, sports broadcasting) direct to the service providers.



**Concession Fee** The Concessionaire will be required to pay RAP a concession fee based on a Percentage of Gross Receipts (PGR) for the first two years of operations. For years three through ten, the concession fee will be a Minimum Annual Guarantee (MAG) or PGR, whichever is greater, calculated monthly. The MAG will be established based on the concession fee payable for year two. The minimum acceptable PGR fees and MAG are identified in Section V.D of this RFP.

## **II. OBJECTIVE**

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

Proposers must demonstrate the ability to operate a high-quality restaurant, bar, and special events business; clearly articulate achievable plans for a profitable operation; and be in full compliance with applicable laws and regulations. Proposers should include innovative design concepts, additional food & beverage services and/or points of sale, and related services to best utilize the premises, maximize revenue and provide excellent service to patrons, including non-golfers.

**Proposers must indicate in their proposal whether they wish to operate the concession during the interim term between the time their contract is executed and the completion of construction or if they prefer to assume operation of the concession only when the construction of the facility is complete. If a proposer elects to take over the temporary operation, they should include a plan for operating out of temporary units during construction and describe in detail how the business will operate – subject to RAP approval.**

The objective of this RFP is to award a ten-year Concession Agreement (Agreement), with one five-year extension option exercisable at the sole discretion of the RAP General Manager, to a successful Proposer who will:

- Collaborate with RAP and its contractors on the design of the restaurant, bar, special events space and other concession-related areas of the facility; and obtain all permits and licenses required to operate the concession.
- Provide food and beverage service, including alcohol, 365 days a year at the at Rancho Park golf course clubhouse restaurant, bar, and special events space, as well as the halfway house (snack stand), and outdoor cabana bar at the driving range which are included as part of the concession premises.
- Provide FF&E (Exhibit E,)
  - New commercial equipment (e.g., griddles/grill, ovens, burners, deep fryer, broiler, refrigerator & freezer, beverage equipment, prep tables, shelves), to outfit the kitchen. Note: certain equipment that is affixed to the building will be provided by RAP (e.g., walk-in cooler, exhaust hood with fire suppression system, fire sprinkler system).



- Food preparation equipment and small wares (e.g., small appliances, cookware, dinnerware, glassware, tableware).
- Equipment, furniture and fixtures for all other areas and needs to operate the Concession (e.g., tables, chairs, light fixtures, misc. décor, POS system, Wi-Fi system, audio/visual equipment).
- Provide a vibrant, relaxed dining experience and special event hosting for golf course patrons and the general public.
- Optimize patron experience by providing unique menu offerings, high quality food and beverages, served with minimum wait times, and high customer service.
- Provide reasonable pricing compared to like-establishments.
- Provide a fair and respectful employment environment.
- Maintain the cleanliness, appearance, and workings of the Concession to the satisfaction of RAP, meet industry standards, and provide on-going maintenance of structures, furnishings and equipment.
- Establish and increase a strong customer base through the use of marketing and advertising tools and outreach to the community.
- Implement, maintain, and enforce all health and safety rules and regulations as required by the Los Angeles City/County, and state and federal agencies.
- Demonstrate awareness of the demographics and special needs of the community.
- Work in partnership with RAP and the Rancho Park golf clubs during the normal course of business.

This RFP provides interested parties with information to prepare proposals to meet the requirements. **Proposers may provide information in addition to what is requested if deemed relevant or essential and are encouraged to suggest services in addition to those described in this RFP.** You are encouraged to propose in detail additional food and beverage service such as:

- Construct an outdoor patio connected to the restaurant on the driving range side for additional table service.
- Vending machines.
- Roaming service carts.
- Service at the adjacent Rancho 9-hole located at the opposite end of the parking lot.

### III. DESCRIPTION OF THE CONCESSION



## GOLF COURSE DESCRIPTION

Rancho Park Golf Course is a par 71 championship course, featuring an undulating track that requires a great deal of finesse and skill. It is a purist shot-making course, and most golf legends have played Rancho sometime in their career. RAP Golf Division staff operate the starter office, pro shop, and golf carts. They also maintain the golf course, driving range, common areas, exterior of the club house, and public restrooms within the clubhouse with assistance from the food and beverage concession operator.

Rancho Park Golf Rounds and Revenue						
	2019	2020	2021	2022	2023	2024
Annual Rounds	99,556	83,822	100,970	102,611	101,431	103,497
Golf Course Revenue	2019	2020	2021	2022	2023	2024
January	\$ 278,774	\$ 357,177	\$ 391,812	\$ 417,621	\$ 401,658	\$ 464,637
February	\$ 256,156	\$ 378,792	\$ 382,996	\$ 375,196	\$ 401,554	\$ 396,650
March	\$ 359,665	\$ 249,340	\$ 433,275	\$ 449,156	\$ 452,624	\$ 531,130
April	\$ 377,693	\$ -	\$ 455,228	\$ 490,721	\$ 560,464	\$ 594,573
May	\$ 452,844	\$ 302,935	\$ 530,693	\$ 562,391	\$ 606,713	\$ 665,614
June	\$ 484,586	\$ 390,915	\$ 515,410	\$ 556,542	\$ 629,833	\$ 685,885
July	\$ 499,968	\$ 424,616	\$ 563,760	\$ 596,389	\$ 651,196	\$ 668,664
August	\$ 496,520	\$ 458,856	\$ 543,372	\$ 571,382	\$ 574,974	\$ 643,780
September	\$ 409,483	\$ 421,945	\$ 478,065	\$ 514,483	\$ 548,571	\$ 563,539
October	\$ 373,463	\$ 428,118	\$ 444,597	\$ 510,941	\$ 512,046	\$ 542,134
November	\$ 332,588	\$ 393,219	\$ 412,469	\$ 441,344	\$ 466,443	\$ 508,075
December	\$ 299,952	\$ 337,821	\$ 309,041	\$ 404,792	\$ 444,753	\$ 423,276
<b>Total</b>	<b>\$ 4,621,694</b>	<b>\$ 4,143,734</b>	<b>\$ 5,460,718</b>	<b>\$ 5,890,957</b>	<b>\$ 6,250,827</b>	<b>\$ 6,687,956</b>

## CLUBHOUSE DESCRIPTION AND OTHER POINTS OF OPERATION

The clubhouse at Rancho Park Golf Course is being completely renovated by RAP and includes the following areas: Golf pro shop, office, meeting room, storage, public lobby and restrooms, and a full-service restaurant and special event space. While RAP is funding the design and construction of the facility, the concessionaire shall furnish all FF&Es and obtain all necessary permits and licenses for a full-service restaurant, bar, and special events operation.

The concession premises also includes a halfway house at the 12<sup>th</sup> tee box, which is currently operational and an outdoor cabana bar adjacent to the driving range. The cabana is currently closed due to permitting issues, which are being addressed in order to reopen it imminently.



The golf course is in a prime location on Pico Blvd. in West LA and offers plenty of free parking. Located across the street from Fox studios and FX Networks, the restaurant can serve as a popular dining destination for non-golfers as well as it is surrounded by a residential community. 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 a proposer's programming to include food, beverage, and bar service to golfers at the driving range.

The food and beverage concession has had various levels of use and service over the past several years. The chart below provides detail on sales generated by the concession.

#### **Food and Beverage Concession Sales History and Revenue to RAP**

	2019	2020	2021	2022	2023	2024
<b>Includes</b>	<b>R/HH</b>	<b>HH/FT/PRK</b>	<b>HH/FT/PRK</b>	<b>HH/FT</b>	<b>HH/FT/OB</b>	<b>HH/FT/OB</b>
<b>Gross Sales</b>	\$1,179,711	\$1,355,775	\$1,646,358	\$ 554,570	\$ 674,940	\$ 958,235
<b>Revenue to RAP</b>	\$ 44,000	\$ 88,500	\$ 112,575	\$ 48,083	\$ 54,213	\$ 82,736

R=restaurant HH=halfway house FT=food truck PRK=Project Room Key OB = outdoor bar

#### **Operations History**

**2019:** Last full year by previous operator Jan-Dec.

**2020:** Closed Jan-April. New operator (TRP) began in operating in May from a food truck. Pandemic in effect, kitchen used for Project Room Key (PRK) July-Dec whereas TRP earnings from PRK is not counted in their gross sales at Rancho but RAP received a revenue share from TRP and is counted in Revenue to RAP.

**2021:** Project Room Key continued Jan-June. Demolition perimeter fence installed in December.

**2022:** Operations include halfway house and food truck.

**2023:** Creation of outdoor cabana bar (OB) by the driving range in September.

**2024:** Outdoor bar off-line beginning August.

#### **IV. INVESTMENT PLAN**

Proposers must submit a description of planned FF&E, optional capital improvements, and refurbishment plan in order to respond to Section V.E below. Include estimated costs using the FF&E, Capital Improvements, and Refurbishment Plan form (Exhibit E). Indicate the source(s) of funding to be used for improvements and working capital within the Business Plan response of your proposal. (Exhibit C, B.10, C and D)

Note: Proposers are to provide Wi-Fi access at the concession premises which is accessible to patrons. (Respective details below). See minimum requirements of the Wi-Fi service in this RFP, Section V.E.



The proposed capital investment dollar amounts in the FF&E, Capital Improvements, and Refurbishments Plan must be spent on the Concession premises or the Concession operator will pay the unspent difference to RAP.

Note: All equipment required for the operation of the concession plus additional investments, as approved by RAP, will be provided by Concessionaire at Concessionaire's expense and become the property of RAP upon expiration or termination of the Concession Agreement. Proposers should specify any equipment that they deem should remain the Concessionaire's property at the end of the agreement term.

## **V. PROPOSAL ITEMS**

Proposals should include detailed responses for each Proposal Item. The highest ranked Proposer will be awarded a Concession Agreement and will be expected to deliver all proposal items as described in their proposal and in the Agreement.

If selected for award, the proposer must be willing and able to commit to its Proposal Items and all provisions contained in the Sample Concession Agreement (Exhibit M), including the Standard Provisions for City Contracts (Rev.1.25 [v.2]) attached as Exhibit N to the Sample Agreement. The contents of the winning proposal will be deemed a binding commitment and will be included as an exhibit to the Agreement. Certain elements of the proposer's response may be incorporated in the Concession Agreement. RAP reserves the right to modify the Agreement before execution as needed.

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

The categories to address are as follows and also represent the evaluation criteria:

- A. Background and Experience
- B. Business Plan
- C. Management and Operations Plan
- D. Financial Offer
- E. FF&E, Capital Improvements, and Refurbishment Plan

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

### **A. Background and Experience (Refer to RFP Exhibit C, Section A)**

Proposers must provide a written explanation of their background and experience in restaurant management and operations, special events, and restaurant design or major



renovations. 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 five years of experience in food and beverage management.** List any experience in designing, renovating, or modifying restaurant, bar and special events spaces. Include any before and after photos if applicable.

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

## **B. Business Plan (Refer to RFP Section II – Objective and RFP Exhibit C, Section B)**

A floor plan of the concession area is available in Exhibit K of this RFP. Proposals must include a concept description, space layout, and details on FF&E to be provided. The business plan should describe how the Concessionaire will operate a full-service kitchen serving freshly prepared food and wet bar serving alcohol. Expected in the design are defined areas for kitchen and food preparation, dry storage, cold storage, dining room, coffee counter with grab-and-go items, bar/lounge, a large special events space, dish washing, office/cash room, and janitorial supplies. Proposers are encouraged to provide additional or alternative uses of space. Include a general layout of these spaces to approximate scale and types of finishes for each area. Artist renderings may be included, but are not required.

The selected Concessionaire will collaborate with RAP's architectural and design team on the project at no cost to the Concessionaire. However, the Concessionaire may elect to use their own architectural and design service at their cost. The intent of the design team is to create an attractive, exciting and welcoming environment for golfers and the general public, while fostering a highly efficient and functional operation. The final design and layout, as approved by the City, will be funded and constructed by RAP at a cost of \$4 million, or more at RAP's discretion. Explain why the design will support the goals of this RFP, and your planned operations, including special events programming.

The Business Plan must also describe how the proposer plans to meet the objectives stated in Section II of this RFP. Proposals must include operating hours at each service location (e.g., restaurant/bar, outdoor bar, special event space/lounge, halfway house). At a minimum, the restaurant must be open 15 minutes before sunrise, serving coffee, pastries, and grab-and-go items for the first 60 minutes the restaurant is open. After the first 60 minutes, the kitchen is expected to be open with full menu service. The restaurant is to remain open at least until sunset and no later than 10:30 PM.

If applicable, proposals should include a phasing plan and detailed operating plan to provide basic interim food and beverage service while construction and installation of the FF&Es are underway (e.g., temporary food service/mobile units and counts, timeline, locations, daily hours, interim menu with prices, etc.).

Menus must offer 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 proposals must include menus and pricing.** A proposed menu should also describe pre-set offerings for golf tournaments, which would be provided in bulk. Proposals are to include two sample boxed lunches consisting of a sandwich or hot dog, piece of fruit, chips, cookie, and drink. Provide a description of each and include prices in quantities of 50 and 100, respectively.

All menus must comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines (Exhibit P). Food and beverage providers pursuant to Los Angeles Administrative Code (LAAC) Section 10.53.1(K) must also comply with the Zero Waste City Facilities and Events on City Property Ordinance (Exhibit Q).

Proposals should include a facility maintenance plan to ensure that the concession remains in an attractive condition throughout the term of the Agreement.

The clubhouse restrooms that service the restaurant are shared by golfers and restaurant patrons. The majority of golf play ends by sundown, and operating hours of the restaurant and special events space typically run into the late evening. Therefore, Concessionaire shall share in the maintenance of the clubhouse restrooms. Concessionaire shall be responsible for cleaning and restocking the shared restrooms every day after 12:30 p.m. until closing. RAP will maintain the fixtures and plumbing of the shared restrooms, as well as provide consumable items for the restrooms including paper goods, air fresheners, urinal maintenance kits and liquid hand soap. The Concessionaire shall coordinate with RAP staff regarding the amount of supplies needed monthly. RAP shall be responsible for cleaning and stocking the restroom from morning until 12:30 p.m. daily. Proposals must include a description of how this requirement will be met.

Additionally, proposals must include a sales and marketing plan which details community outreach, possible partnerships, and social media presence.

Proposers are responsible for securing all required permits and licenses from Los Angeles Department of Building and Safety (LADBS), Los Angeles County Department of Public Health (Health Permit), California Department of Alcoholic Beverage Control (ABC License), City of Los Angeles Office of Finance (Business Tax Registration Certificate), State of California (Seller's Permit), and any other required licensing and/or permitting entities, including for the playing of music and showing of sports as applicable under copyright law. All permits and licenses required for operating the concession must be maintained throughout the term of the Agreement.

#### **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.

Proposers are encouraged to also offer food and beverage sales including alcoholic beverages via mobile roaming cart(s), and propose innovative solutions to facilitate food and beverage delivery to a golfer's location.



Proposers may also propose new service concepts, creative use of the concession spaces to enhance services. While the special events space is intended for banquets, RAP is open to other uses in addition to, or in lieu of, that may generate greater use of the space as long as food and beverage service is the focus (e.g., a casual lounge bar, a premium coffee house with fresh pastries). Proposers may also consider investment into the driving range with ball trackers, targets, and automatic scoring systems to drive sales.

## **2. Financial Projections and Planning**

Proposers are to complete and submit a Pro Forma Financial Statement (Pro Forma) for operation of this concession. A Pro Forma template is provided as a reference in Exhibit I. An electronic version of the Pro Forma is available online at: [www.rampla.org](http://www.rampla.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 an electronic version with their proposal. See instructions in Exhibit A for proposal submission via dropbox.

The Pro Forma covers anticipated operations for the ten-year term of the Agreement and separately for an additional 5 years if an extension of term is granted at RAP's discretion. 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, revenue sharing, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; proposers may include any additional information pertinent to their financial planning. Proposers should specify any assumptions made in the development of the Pro Forma such as number of transactions and average transaction amount. Also, project in detail for the additional five-year term.
- **Break-Even Analysis:** The proposer's return on investment is reflected here. Proposers should provide narrative explanations of their projected financial planning. Indicate any assumptions made, for example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels. Indicate any research undertaken to support all assumptions.

## **3. Financial Capacity**

Proposers are to detail within their proposal available funds, working capital, or access to loans to fulfill your architect and design services (if you waive use of the City's), financial obligations for a commercial kitchen and other FF&Es, capital improvements, refurbishments, and to fund any added services approved by RAP. If a loan will be used to finance the proposed plan, proposers must include a loan approval letter or other form of confirmation that the loan is attainable.



### **C. Management and Operations Plan**

Proposers are 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. Provide the information listed in RFP Exhibit C, Section C.

### **D. Financial Offer**

Revenue share to the City is a percentage of gross receipts on all sales in various categories, calculated and paid monthly. The minimum acceptable percentages are:

**(The following is computed on gross receipts less California sales tax):**

Food and non-alcoholic beverages	5%
Alcoholic beverages	12%
Special event bookings; food, beverage, alcohol sold from special events; ancillary services.	10%
Vending machine (optional service)	8%
Sponsorship (optional)	20%
Optional other services, as proposed.	State a percentage for each. Subject to negotiation with RAP if selected for contract award.

Proposals must include percentages for shared revenue with the City, no less than the percentage amounts listed above that will be calculated and paid monthly. Complete and include Exhibit D with your proposal.

Beginning in year 3, a Minimum Annual Guarantee (MAG) will be established for each contract year, equaling ninety percent (90%) of the previous year's payable concession fee. The concession fee for years 3-15 shall be the greater of the MAG or the percentage rents proposed. In no event shall the MAG in any year be less than the previous year's MAG.

### **E. FF&E, Capital Improvements, and Refurbishment Plan**

#### **1. Furniture, Fixtures & Equipment (FF&E)**

Using RFP Exhibit E (FF&E, Capital Improvements, and Refurbishment Plan) Proposers must list all equipment and furnishings they will provide, including but not limited to a full complement of commercial kitchen equipment and other FF&E, point of sale systems, credit/debit card machines, indoor and outdoor furniture (if the proposed capital improvements include funding and construction of an outdoor patio connected to the clubhouse), and optional mobile food & beverage electric carts. The Concessionaire will maintain all equipment in good working condition throughout the term of the Agreement.



Concessionaire must provide Wi-Fi access at the premises for use by patrons, including both the restaurant and special events space. The Wi-Fi network must support 80% or more of the concession facility's maximum customer capacity as concurrent Wi-Fi users, simultaneously providing 10 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 Wi-Fi network must support 80 or more concurrent Wi-Fi users while simultaneously providing each of these concurrent users the download speed of 10 megabits per second.

Summarization values of FF&E and improvements must be realistic. All FF&E and capital improvements shall become property of the City at the conclusion of the Agreement term. Proposers should specify any FF&E items that they feel should remain their property at the end of the agreement term, for RAP's consideration.

## 2. Capital Improvements

Proposers must complete RFP Exhibit E (FF&E, Capital Improvements, and Refurbishment Plan) detailing any improvements proposed outside of the golf clubhouse such as an attached patio, or infrastructure for optional service at the adjacent 9-hole 3-par course. List any proposed improvements to the existing halfway house or cabana bar adjacent to the driving range. List the improvements and state the estimated cost for the construction or renovation to be funded by the Concessionaire.

## 3. Midterm Refurbishment

Include a guaranteed minimum refurbishment amount and tasks (Exhibit E), to be completed between years three and nine of the Agreement term. Proposers should provide concepts of their refurbishment plan; however, RAP may approve alternative refurbishment as years progress and other refurbishment priorities are identified.

# **VI. 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 (See Exhibit B, F.1)
- Proposal Deposit of \$5,000. (See Exhibit B, F.4)
- Proposal (Exhibit C)
  - Background and Experience
  - Business Plan
  - Management and Operations Plan
  - Financial Offer
  - FF&E, Capital Improvements, and Refurbishment Plan



- Financial Offer Form (Exhibit D)
- FF&E, Capital Improvements, and Refurbishment Plan Form (Exhibit E)
- Terms and Conditions Acceptance Form (Exhibit F)
- Compliance Documents (Exhibit H)

### **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:

FOOD AND BEVERAGE CONCESSION EVALUATION CRITERIA	
DESCRIPTION	WEIGHT
BACKGROUND and EXPERIENCE	20%
BUSINESS PLAN	25%
MANAGEMENT AND OPERATIONS PLAN	20%
FINANCIAL OFFER	10%
FF&E, CAPITAL IMPROVEMENTS, AND REFURBISHMENT PLAN	25%
TOTAL EVALUATION WEIGHT	100%

Proposers must provide documentation/narrative demonstrating compliance with the listed requirements and will be evaluated on their ability to satisfactorily meet or exceed the requirements stated in this RFP.

A panel of City and/or non-City staff will conduct a comprehensive evaluation 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.**

## **VII. EXHIBITS**

- A. Important Dates and Locations
- B. Instructions to Proposers
- C. Formulating a Proposal
- D. Financial Offer Form
- E. FF&E, Capital Improvements, and Refurbishment Plan
- F. Terms and Conditions Acceptance Form
- G. Administrative Requirements
- H. Compliance Documents
- I. Pro Forma Template
- J. Proposal Submission Checklist
- K. Premises Maps



- L. (not used)
- M. Sample Agreement
- N. Standard Provisions for City Contracts (Rev.1.25 [v.2])
- O. Insurance Requirements
- P. Good Food Purchasing Guidelines (September 2017)
- Q. Zero Waste Ordinance 21-0064\_ord\_187718



**REQUEST FOR PROPOSAL**  
**Rancho Park Golf Course Food & Beverage Concession**  
**(CON-G25-003)**

**IMPORTANT DATES AND LOCATIONS**

<b>AUG 14, 2025</b>	<p style="text-align: center;"><b>RFP RELEASE</b></p> <p>Request for Proposal is released for the design, management and operation of the food &amp; beverage concession. The RFP and Exhibits are posted at:  <a href="http://www.rampla.org">http://www.rampla.org</a> (search RAMP ID 220049)</p>
<b>AUG 19, 2025</b>	<p style="text-align: center;"><b>BUSINESS OPPORTUNITY INTRODUCTION MEETING</b></p> <p>RAP is hosting a meeting to share highlights of the opportunity and provide a general overview of the contracting process at <b>1:00 P.M.</b>, on <b>August 19, 2025</b>. The meeting location is at Rancho Golf Course Maintenance Yard in the Conference Room. Attendance is not mandatory, but <b>Registration is required</b> by email to: <a href="mailto:stanley.woo@lacity.org">stanley.woo@lacity.org</a> Place "Rancho BizOp" in subject line. A map and instructions will be provided. A tour of the Clubhouse in its current condition will be given after the meeting.</p>
<b>SEPT 3, 2025</b>	<p style="text-align: center;"><b><u>MANDATORY</u> PRE-PROPOSAL MEETING</b></p> <p>A mandatory pre-proposal meeting will be presented at <b>10:00 A.M.</b>, on <b>Sept 3, 2025</b> via zoom at the following link: <a href="https://us02web.zoom.us/j/86227657181">https://us02web.zoom.us/j/86227657181</a> or telephonically at (669) 900 6833; Webinar ID: 862 2765 7181.</p>
<b>AUG 26-Sept 11, 2025</b>	<p style="text-align: center;"><b>SITE VISITS</b></p> <p>Additional site visits will be conducted at <b>10:00 A.M.</b> on <b>'Aug 26, 28 and Sept 9, 11, 2025</b> at the Rancho Golf Clubhouse located at 10460 W. Pico Blvd. Los Angeles, CA 90064. Request a date by email to <a href="mailto:stanley.woo@lacity.org">stanley.woo@lacity.org</a> with "Rancho Tour" in the subject line, ask for two dates that would work for you. Wait for your confirmation reply with additional details. If not enough interest is received on a particular date as listed, the tour for that date will be cancelled.</p>
<b>SEPT 24, 2025</b>	<p style="text-align: center;"><b>QUESTIONS DEADLINE</b></p> <p>All questions relating to this RFP must be submitted to RAP in writing by <b>September 24, 2025</b>. Submit your questions to the following email address: <a href="mailto:stanley.woo@lacity.org">stanley.woo@lacity.org</a> with copy to <a href="mailto:rachel.ramos@lacity.org">rachel.ramos@lacity.org</a></p>
<b>OCT 7, 2025</b>	<p style="text-align: center;"><b>DEADLINE TO SUBMIT PROPOSAL AND PROPOSAL DEPOSIT</b></p> <p>Proposals must be received no later than <b>2:00 P.M.</b> on <b>October 7, 2025</b>. Responses will only be accepted electronically. No hard copy or hand delivery of responses will be accepted. One complete proposal should be submitted <b>via email</b> to: <a href="mailto:rap.commissioners@lacity.org">rap.commissioners@lacity.org</a>. If the proposal contains confidential information, an additional redacted electronic copy may be sent using a separate electronic submission to RAP. It must be a complete proposal containing all the required documents, only redacted where needed. Proposal responses must be received by the deadline. See RFP Exhibit B for detailed information.</p> <p>Each submission file must be 20 megabytes (MB) or smaller or broken up into multiple files not to exceed 20MB each. The response must have <b>CON-G25-003 Rancho Golf</b></p>



**Food & Beverage Proposal** in the subject line of the submission. If more than one file is sent in response, your email subject line must note if it's part of a series of how many in number total, after the response title (for example **CON-G25-003 Rancho Golf Food & Beverage Proposal – Part 1 of 3**). Each original response must include the proposal documents, all pages, with any addenda, and all required information, forms and documentation with original initials and signatures. If submitting a redacted copy of your proposal, send a complete second set with the word **"Redacted"** in the file name(s) and in the subject line under separate submission.

Proposals may also be submitted **via Dropbox**. For submissions using only Dropbox, the maximum file size is 2 GB. Dropbox submissions must be received by the deadline stated above and uploaded onto the following link: <https://www.dropbox.com/request/7uEoAYb0AE1ahV5KNCUX> Please have **CON-G25-003 Rancho Golf Food & Beverage Proposal** and the company name in the subject line of the submission.

Documents that must be completed and included in addition to the proposal are listed on the **"Proposal Checklist"** page found as Exhibit J to the RFP. All submitted proposals must show the RFP title, "Rancho Golf Food & Beverage", and the Proposer's name and address.

#### **PROPOSAL DEPOSIT**

A proposal deposit (see RFP Exhibit B for detailed information) must also be received no later than **2:00 P.M. on October 7, 2025**. Proposers must make arrangements with the RAP Board Office to drop off proposal deposits Monday – Friday, 8:00 AM – 5:00 PM at **221 N. Figueroa St, Suite 300, Los Angeles 90012**. Please send an email to: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org) to arrange and confirm a day and time to drop off deposit.

Proposers may also have proposal deposits delivered by UPS/FedEx to the address above. Please **do not** use USPS. All proposal deposits **must** be received by the RAP Board Office before the deadline date and time. Please notify the RAP Board Office of your planned courier delivery via email at: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org).

#### **NAMES OF PROPOSERS**

Proposers are invited, but not required, to be present at the time of RFP opening, which is the proposal due date and time. Proposers may join at: <https://us02web.zoom.us/j/84350929327> or via phone at: (669) 900 6833, Webinar ID: 843 5092 9327. **ONLY THE NAME OF THE PROPOSERS WILL BE READ AND RECORDED**. City staff will then review the proposal and MAY make recommendations to the Board (at a date to be determined) on the successful proposal (if any) and award for the Commission's consideration. NO Facsimile proposals or facsimile modifications of proposals will be accepted. Supplemental material may be requested by the City and shall be submitted by the proposer in original form at the address stated above. Failure to submit a complete original proposal as required may result in your proposal being deemed non-responsive.



**REQUEST FOR PROPOSAL  
RANCHO PARK GOLF COURSE FOOD & BEVERAGE CONCESSION  
(CON-G25-003)**

**INSTRUCTIONS TO PROPOSERS**

Note: A full list of important dates for this RFP is included in Exhibit A “Important Dates and Locations.”

**A. BUSINESS OPPORTUNITY INTRODUCTION MEETING**

The Department of Recreation and Parks (RAP) staff is hosting a kick-off meeting to introduce this rare business opportunity to help design, then furnish and operate the restaurant, bar and special events concession at the newly renovated Rancho Park Golf Clubhouse. Discussions will also help familiarize you to the City’s Request for Proposal (RFP) process. Following the meeting, a tour of the clubhouse will be provided. **See Exhibit A to register to attend the meeting** and receive the location information and instructions.

**B. ADDITIONAL SITE VISITS**

**See Exhibit A for instructions to select dates.** The golf clubhouse tour will provide interested parties access to the offered spaces and surrounding amenities in order to assist in the design and determination as to what will be required in regards to furniture, fixtures and equipment (FF&E). Hardhats, if required, will be available and attendees may take photographs and measurements. Detailed questions will not be responded to during the site visit. All questions must be submitted in writing and will be compiled, answered, and posted to RAP’s website: <https://www.laparks.org/concession-opportunities> and to <https://www.rampla.org>

Location: 10460 W. Pico Blvd. Los Angeles, CA 90064. See Exhibit A for additional site visit details and instructions. All questions should be sent to [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org).

**C. PRE-PROPOSAL CONFERENCE**

A **mandatory** Pre-Proposal Conference (Conference) will be held on:

Date: September 3, 2025  
Time: 10:00 a.m.  
Location: **Via Zoom** at the following link: <https://us02web.zoom.us/j/86227657181>  
or telephonically at (669) 900 6833; Webinar ID: 862 2765 7181

The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. Proposers are required to attend the Conference as an overview of the proposal requirements and the importance of adherence to compliance documents will be presented. **It is highly recommended that prospective proposers read the complete RFP prior to the Conference and begin preparation of their proposal in order to maximize the benefits of the Conference.** The conference is non-interactive. Any questions must be written and submitted after the conference. All questions collected will be compiled, answered, and posted to



RAP's website <https://www.laparks.org/concession-opportunities> and <https://www.rampla.org>. Questions after the conference may be sent to [Stanley.Woo@lacity.org](mailto:Stanley.Woo@lacity.org)

#### **D. SUBMITTING A WRITTEN PROPOSAL**

To be considered for award under this RFP, proposing entities must submit electronically, a written proposal in response to the Proposal Items indicated herein. Proposals provide information about background, current business practices, applicable experience, financial ability, plans for design build out, equipping the concession premises, and information on proposed food & beverage operations and maintenance in accordance with the Concession Agreement (Agreement). Proposals are evaluated based on several evaluation criteria 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 each response furthers the stated objective.
- Make sure proposal demonstrates financial projections and cost estimates are realistic and sustainable.
- If there are significant risks in business strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

A 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.

#### **E. FORMULATING A PROPOSAL**

Refer to the RFP plus Exhibits and respond to the items in each section. Number responses according to the instructions. If responses are stated in a proposal and not clearly numbered accordingly, it may not be seen and considered. (Sample response numbers: A.1.3, C.3.7)

Proposals must address the objectives of this RFP (Section II) and the following areas:

- A. Background and Experience
- B. Business Plan
- C. Management and Operations Plan
- D. Financial Offer
- E. FF&E, Capital Improvements, and Refurbishment Plan

#### **F. 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 name(s), 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 (including office and cell numbers as appropriate).
- E-mail addresses, and any other information needed by City staff to contact proposers.
- **A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions. See RFP Exhibit F.**

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

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

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

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

### **2. Proposal Items**

Refer to RFP Exhibit C and respond to all items in detail to provide information on:

- A. Background and Experience
- B. Business Plan
- C. Management and Operations Plan
- D. Financial Offer
- E. FF&E, Capital Improvements, and Refurbishment Plan



### **3. Administrative Requirements / Compliance Documents Package**

City compliance documents must be completed and submitted as part of the proposal in order to be deemed responsive to this RFP. Refer to RFP Exhibit G “Administrative Requirements” for a list of the compliance documents. Use Exhibit G in conjunction with RFP Exhibit H “Compliance Document Package” and note which compliance documents are to be completed on RAMPLA.org.

### **4. Proposal Deposit**

All proposals must include a Five Thousand Dollar (\$5,000.00) Proposal Deposit 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 a Concession Agreement with RAP. The selected proposer will have thirty (30) calendar days from the date the Concession 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 Concession 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 Concession Agreement award is approved by City Council, the Concession 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.

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

## **G. PROPOSAL SUBMITTAL INFORMATION**

### **Deadline for Submission**

To be considered, a complete proposal package must be submitted electronically no later than **October 7, 2025 at 2:00 p.m. (See RFP Exhibit A)**

### **Where to Submit a Proposal**

Proposals will only be accepted electronically. No hard copy or hand delivery of proposals will be accepted. Proposals must be received by the deadline stated above delivered electronically to the RAP Board Office. See details in RFP Exhibit A for specific instructions on how to submit the proposal.

### **Redacted Version**

RAP is required to provide a copy of received proposals if requested by an outside party under the California Public Records Act (CPRA). In response, RAP may provide a redacted copy of your proposal only if you submit one to RAP when the proposals are originally due. For redaction you may block out confidential information such as trade secrets and personal information.

Example of a redacted information:



Name: John Doe  
Company: Widget World, LLC  
Address: [REDACTED]  
Los Angeles, CA 90027  
Phone: [REDACTED]  
Financial: Chase Bank  
Account No.: [REDACTED]  
Credit Score: [REDACTED]

### Important Notices

Proposals submitted late will not be considered for review. The City reserves the right to determine the timeliness of all proposals submitted.

At the day and time appointed, all timely submitted proposals will be opened and the name of the proposer(s) announced. No other information about the proposals will be made public until such time as a recommendation concerning proposals is made to the Board of Recreation and Park Commissioners (Board).

RAP reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn, by written request to [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org), prior to the scheduled closing time for receipt of proposals. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

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 a Contract is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice and return deposits. All proposals submitted in response to this RFP become the property of the City of Los Angeles, Department of Recreation and Parks.

### G. QUESTIONS

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

Additional questions may be accepted, in writing, after the Conference. Responses will be deferred and provided as addenda to the RFP at a later date, prior to the proposal due date. **All questions must be in writing and submitted electronically to the contract coordinator mentioned herein. Responses to questions will be posted to RAP's website <https://www.laparks.org/concession-opportunities> and to <https://www.rampla.org>. It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late after September 24, 2025, and may not be answered.**

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.

### **Contact with City Personnel**

Please direct all comments and questions to the Contract Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing to:

Email: Stanley.Woo@lacity.org

## **H. 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 <https://www.laparks.org/concession-opportunities> and <https://www.rampla.org>. Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator at the above address in writing no later than the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

## **I. CONTRACTUAL ARRANGEMENTS**

The proposer selected to perform the services outlined in this RFP will enter into a Concession Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles. The Agreement, including its attachment exhibit Standard Provisions of City Contracts (Rev. 1.25 [v.2]), will be in substantially and materially the same form as attached in Exhibits M (Sample Agreement) and N (Standard Provisions for City Contracts) of this RFP.

## **J. 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 a Contract 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.

## **K. 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.



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
(CON-G25-003)**

**FORMULATING A PROPOSAL**

Refer to RFP Section V for additional information.

Proposals must address five key areas:

- A. Background and Experience
- B. Business Plan
- C. Management and Operations Plan
- D. Financial Offer
- E. FF&E, Capital Improvements, and Refurbishment Plan

These are the areas for which proposal evaluations will be based (see RFP section V)

## A. Background and Experience

### **Minimum Qualifications**

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

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

Proposals must contain ALL of the following:

**1. Ownership Description**

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

- 1. Address
- 2. Length in business (in years and months)  
Proposers must have at least **three years** of experience in the last five years actively operating and managing a similar business. **Include any experience in building design or major renovations.**
- 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. Description of proposing entity's experience in and knowledge of design or major renovation experience (see RFP Section V.B); providing substantial FF&E**



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
(CON-G25-003)**

**for a new operation; full service (including alcohol service) restaurant operations; and maintenance of restaurant property.**

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

1. Description of similar current and past restaurant, bar, special event space design or major renovation and FF&E fulfillment
  2. Description of similar current and past restaurant, bar, special event operations
  3. Proposer's years of above experience, each
  4. Extent of any related experience
  5. Additional information that demonstrates proposer's qualifications
  
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):
  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. List of all contracts which terminated during 2022, 2023, 20224, and 2025 to date, along with an explanation of the reasons for the termination.
  
4. **Current Operations**  
Proposers must include a response to each proposal item listed below (if none, so state in response to each item below):
  1. Employee hiring, training and promotion policies
  2. Methods and controls for accounting
  
5. **References**  
Proposers must include a response to each proposal item listed below:
  1. Business References: Provide a minimum of three (3) references with whom the proposer has conducted business to verify relevant past performance. Include names, addresses, email addresses, telephone numbers, and the scope of the business relationship.
  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.)

**If the proposing entity is newly formed specifically for this project, the documentation described above must be submitted for each principal partner of the proposing entity.**



**REQUEST FOR PROPOSAL**  
**Rancho Park Golf Course Food & Beverage Concession**  
**(CON-G25-003)**

## **B. Business Plan**

See RFP Section V.B and Exhibit K – Premises Map to formulate your concept design of the concession premises to be constructed by RAP.

Proposals must include detailed concepts for the restaurant, bar, kitchen, special event space, and other proposed areas. The design should represent the desired aesthetic of the concessionaire while meeting the objectives of the RFP and considering the diversity of patrons.

### **1. Themes, Décor, and Concepts**

Include general themes, décor, and/or makeover styles for all areas of the operation. Artist renderings may be included but are not required. If one of the areas listed below is not included in your proposal, please indicate such.

- Restaurant and Bar
- Special Events Space / Lounge
- Outdoor Cabana Bar by Driving Range
- Halfway House
- Outdoor patio constructed by Concession Operator (optional)
- Mobile Food Cart(s) (optional)
- 9-Hole Course (optional)
- Vending machines (optional)
- Other service concepts as proposed (optional)

### **2. Operating hours**

Indicate the hours of operation for each space. If one of the areas listed below is not included in the proposal, please indicate such.

- Restaurant and Bar
- Special Events Space / Lounge
- Outdoor Cabana Bar by Driving Range
- Halfway House
- Outdoor patio constructed by Concession Operator (optional)
- Mobile Food Cart(s) (optional)
- 9-Hole Course (optional)
- Other as proposed (optional)

### **3. Extent of Service to be offered and operations**

Describe the extent of service and operations for each of the possible areas of operation. If one of the areas listed below is not included in the proposal, please indicate such.

- Restaurant and Bar
- Special Events Space / Lounge



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**Rancho Park Golf Course Food & Beverage Concession**  
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- Outdoor Cabana Bar by Driving Range
- Halfway House
- Outdoor patio constructed by Concession Operator (optional)
- Mobile Food Cart(s) (optional)
- 9-Hole Course (optional)
- Vending machines (optional)
- Other as proposed (optional)

**4. Menus/selection**

Include a menu with prices for each of the possible areas of operation. If one of the areas listed below is not included in the proposal, please indicate such.

- Restaurant and Bar
- Special Events Space / Lounge
- Outdoor Cabana Bar by Driving Range
- Halfway House
- Outdoor patio constructed by Concession Operator (optional)
- Mobile Food Cart(s) (optional)
- 9-Hole Course (optional)
- Vending machines (optional)
- Other as proposed (optional)

**5. Equipment**

List the kitchen equipment and other FF&Es to be provided to fully execute the proposed concept. See RFP Exhibit E.

Upon expiration of the concession agreement all kitchen equipment and other FF&Es become property of the City. Proposers should specify any equipment that they deem should remain the Concessionaire's property at the end of the agreement term.

Describe the Point-of-Sale System to be used for this concession.

**6. Equipment Maintenance**

Include an equipment maintenance plan required to maintain the concession equipment during the term of the agreement.

**7. Marketing**

Include a sales and marketing plan targeting golfers and non-golfers, including specific programs to attract additional patrons from the general public. Include any specials, event programming, and other concepts that would be implemented to maximize food and beverage service from the restaurant, bar and special events space, and remote service locations, if approved by RAP.

List the permits and licenses that are required to operate the concession and execute the proposed plan.



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**8. Additional Services and/or Amenities (see RFP, end of Section II)**

Suggest and describe in detail additional business activities and/or amenities that are appropriate for this concession, and subject to RAP approval.

**9. Financial Projections and Planning**

Complete and submit a Pro Forma Financial Statement (Pro Forma). See RFP Section V.B.2 for more information. Include any other revenue generating or service-enhancing ideas proposed for this location. Proposers should consider that this facility is located within a residential neighborhood and any planned activities should avoid noise and traffic impacts to the community.

**10. 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.

**A. Good Standing**

Confirm: No qualified opinion in the audited financial statements, including "going concern" issues.

(By definition: In accounting, a "going concern" refers to a business that is expected to continue operating for the foreseeable future, meaning it will not be forced to liquidate or discontinue operations due to financial instability. This assumption is fundamental to financial reporting and valuation.)

**B. Amount of Investment Required**

State the amount of investment you will make to satisfy the objectives of this RFP and begin operations as proposed. This amount must include all start-up costs (Proposers must include a response to each proposal item listed below):

- a. Performance Deposit (Awarded proposer needs to maintain \$27,500 Performance Deposit during the term of the Concession Agreement.)
- b. Design Services (if not using City's)
- c. Build out (optional if any, as proposed)
- d. Permits, Licenses
- e. FF&E of all areas related to this food and beverage concession
- f. Capital Improvements (optional if any, as proposed)
- g. Refurbishment (midterm, as proposed)
- h. Inventory
- i. Operating Supplies
- j. Training
- k. Other (list)

**C. Source(s) of Funding**

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



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
(CON-G25-003)**

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

**D. 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:

- a. 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 June 2025 or later).

- b. 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);

- c. 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.

## C. Management and Operations Plan

### Management and Operations Plan



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
(CON-G25-003)**

Provide responses to the following:

**1 Organizational Structure**

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. 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 Staffing Plan**

1. Resumes of key staff members must be provided to the extent known at time of submittal.
2. Description of proposed staffing requirements with a summary of duties of each position in detail as they relate to responsibilities.
3. Staff schedules illustrating proposed coverage during all operating hours, including part-time and full-time staff.
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.
5. Sufficient staffing to maintain and clean shared lobby restrooms in the clubhouse after 12:30 p.m. and secure premises after hours when restaurant facilities are open after RAP staff has left the premises.
6. Description of staff uniforms and/or attire standards. Note: are subject to approval by RAP prior to commencement of operations.

**3 Customer Service Plan**

1. Customer Service goals and policies.
2. How customer complaints are handled and procedures for ensuring that management and personnel provide the highest quality of service.
3. Speed of service guidelines.



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
(CON-G25-003)**

4. Quality assurance program.
5. Customer guarantees, exchange or refund policies.
6. List credit/debit cards that will be accepted. Note: 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.
7. Types of customer service research that will be used, such as mystery shoppers or customer comment cards.

**4 Employee Training**

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

**5 Facility Maintenance Plan**

1. Describe plan for ongoing maintenance and repairs/replacement of for the concession premises, equipment, displays, flooring, etc. throughout the term of the agreement.
2. Provide a plan to handle deliveries, storage, trash removal and recycling.
3. Describe pest and rodent mitigation plans.

**6 Sustainability**

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



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
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## **D. Financial Offer**

**Complete the form** (RFP Exhibit D) detailing the concession fee to be paid to the City. Refer to the RFP Section V.D for more information.

## **E. FF&E, Capital Improvements, and Refurbishment Plan**

**Complete the form** (RFP Exhibit E) detailing the kitchen equipment and other FF&Es to be provided for the concession. Refer to RFP Section V.E for additional information requested.

Include any additional (optional) capital improvement projects. Examples include an outdoor patio connected to the restaurant; or improving the special events space by installing a bar and/or second kitchen to support a stand-alone lounge or casual bar for additional programming and service.

List refurbishment plans to be completed between years three and nine. Do not include any regular maintenance of the concession premises or equipment.



**REQUEST FOR PROPOSAL**  
**Rancho Park Golf Course Food & Beverage Concession**  
**(CON-G25-003)**

**FINANCIAL OFFER FORM**

**Concession Fee**

In years 3 – 15 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 as follows. **(See RFP Section V.D for minimum acceptable percentages and the understanding of Minimum Annual Guarantee (MAG)).**

<b>CATEGORY (not all may apply)</b>	<b>PERCENTAGE OFFERED BY PROPOSER (spell out the percentage)</b>
Food and non-alcoholic beverages	(    %)
Alcoholic Beverages	(    %)
Special Event bookings and the food, beverage, alcoholic beverages, ancillary services.	(    %)
Vending Machines	(    %)
Sponsorships	(    %)
Other #1 (Define:_____)	(    %)
Other #2 (Define:_____)	(    %)

Prepared By:

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

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

\_\_\_\_\_  
 (Company Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)



**FF&E, CAPITAL IMPROVEMENTS, AND REBURBISHMENT****INVESTMENT PLAN**

Proposer \_\_\_\_\_

**Summary descriptions and estimated dollar amounts are to be listed on this form. Greater details of each item in each category 1, 2, and 3 are to be included as part of the written proposal, labeled to coincide with the respective categories and amounts entered below.**

Each are 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).

**1. FURNITURE, FIXTURES AND EQUIPMENT (FF&E) OFFER**

List the FF&E proposed along with their approximate value and timeline.

FF&E you propose are to make the food and beverage concession fully functional as proposed.

Areas include but are not limited to: equipping the commercial kitchen and preparation areas; shelves for storage rooms and optional walk-in cooler(s); dining room furniture (counter seating too if proposed in your design input); wet bar/lounge with seating at the bar; special events space (banquet room tables, chairs, dance floor, decor); areas if designed for a coffee counter with grab-and-go sales; and FF&E necessary areas for the office/money room, etc.

**2. CAPITAL IMPROVEMENTS OFFER**

List proposed improvement projects (e.g., added service patios, remodel of the halfway house or the cabana bar at the driving range).

List their approximate value to complete and timeline.

It may include new construction or a remodel of existing.

**3. REFURBISHMENT OFFER**

Refurbishment due by year nine (9) of the initial term.

May include paint, flooring, upgrading heavily used equipment, etc.

Do not list regular maintenance that is required by the concessionaire on the concession premises and equipment regardless if install or provided by the concessionaire or by the City.

List their approximate value.



**FF&E, CAPITAL IMPROVEMENTS, AND REBURBISHMENT****INVESTMENT PLAN**

1. Proposed FF&E including smallware and installation of Wi-Fi service \$\_\_\_\_\_ (A)

<u>Description</u> (example: Kitchen)	<u>Amount</u>
(example: Dining Room)	
(example: Wet Bar)	
(example: Special Events Space)	

2. Proposed Capital Improvements. \$\_\_\_\_\_ (B)

<u>Description</u>	<u>Amount</u>

3. Proposed Refurbishment of the Concession Areas by year 9. \$\_\_\_\_\_ (C)

<u>Description</u>	<u>Amount</u>



**Total Investment Commitment (add A - C above) =** \$ \_\_\_\_\_

Signature of Authorized Person: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**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 & BEVERAGE CONCESSION**

**TERMS AND CONDITIONS ACCEPTANCE FORM**

Proposing Entity: \_\_\_\_\_  
(Complete legal name/include DBA if applicable)

Entity Address: \_\_\_\_\_

Organization Type: \_\_\_\_\_  
(Corporation, partnership, sole proprietor, etc.)

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

Contact Telephone: \_\_\_\_\_

Contact Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

By signing, the proposer confirms and acknowledges acceptance of the terms and conditions set forth in this Request for Proposal and the resulting agreement, without exception.

**Instructions:**

- 1) Complete the above.
- 2) Provide the appropriate signature of a person/officer authorized to bind the proposer.
- 3) Submit one original signature with the original proposal.

**PLEASE NOTE: FAILURE TO COMPLETE AND SIGN THIS FORM WITHOUT EXCEPTION  
WILL BE GROUNDS FOR ELIMINATION FROM THIS COMPETITIVE PROCESS.**



**REQUEST FOR PROPOSAL**  
**Rancho Park Golf Course Food & Beverage Concession**  
**(CON-G25-003)**

**ADMINISTRATIVE REQUIREMENTS**

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

Information, related forms, and instructions are located in Exhibit H of the RFP ("Compliance Documents"). Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

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

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

The following documents MUST be included with your proposal:

1. Proposer's Signature Declaration and Affidavit ([Section A of Exhibit H](#))  
The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Contract must be consistent. Only the original notarized form is acceptable.
2. Disposition of Proposals ([Section B of Exhibit H](#))  
The document must be signed by an individual authorized to bind the proposer.
3. Pro-Forma Template ([Exhibit I](#))
4. Financial Offer Form ([Exhibit D](#))
5. FF&E, Capital Improvements, and Refurbishment Investment Plan ([Exhibit E](#))
6. Terms and Conditions Acceptance Form ([Exhibit F](#))

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

7. Business Inclusion Program (BIP) Requirements ([Section C of Exhibit H](#))  
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 C of Exhibit H), of this RFP.



**REQUEST FOR PROPOSAL**  
**Rancho Park Golf Course Food & Beverage Concession**  
**(CON-G25-003)**

Participation by MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section C of Exhibit H) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.RAMPLA.org](http://www.RAMPLA.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section C of Exhibit H) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

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

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



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
(CON-G25-003)**

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

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

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

19. City-approved Proof of Insurance. (Section O of Exhibit H and Exhibit J)  
Please submit a copy of documentation showing proof of insurance. Also, upload insurance to Track4LA™ (now known as KwikComply™) which is the City's online insurance compliance system that uses the standard insurance industry ACORD Form 25 Certificate of Liability Insurance, in electronic format. KwikComply can be found at <https://kwikcomply.org>.
20. Financial Guarantee: Performance Deposit (Section P of Exhibit H). Please submit when requested.
21. Business Tax Registration Certificate (Section Q of Exhibit H).  
Please complete and submit when requested.
22. Federal Tax ID Number and Form W-9 (Section R of Exhibit H)  
Complete and submit an original Form W-9. The name on the W-9 must match the proposer's legal business name, as listed on the Proposer's Signature Declaration and Affidavit.

Failure of the selected proposer to submit all the required documents (specified as items numbered 19 – 22 above) and submit a signed Agreement within thirty (30) calendar days from the date the contract award is approved by City Council shall cause the proposal to be deemed non-responsive, and a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the date the contract is approved by City Council, the contract is not signed and compliance documents not submitted and received by the Board Office, the City maintains the right to move on to the proposer with the next highest selection ranking.

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

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



**REQUEST FOR PROPOSAL  
Rancho Park Golf Course Food & Beverage Concession  
(CON-G25-003)**

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



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

## **COMPLIANCE DOCUMENTS**

Special Operations Branch  
Concessions Unit  
221 North Figueroa Street, Suite 180  
Mail Stop 625-26  
Los Angeles, CA 90012  
Telephone: (213) 202-3280  
Fax: (213) 202-2678  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)





# City of Los Angeles

## Department of Recreation and Parks

### COMPLIANCE DOCUMENTS

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#### **SECTION II - Compliance Documents to be submitted by Selected Proposer**

- L. Americans with Disabilities Act Certification
- M. Business Tax Registration Certificate
- N. Certification of Compliance with Child Support Obligations
- O. Contractor Responsibility Ordinance – Pledge of Compliance
- P. Los Angeles Residence Information
- Q. Living Wage Ordinance (LWO) – Additional related forms
- R. Disclosure Ordinance Affidavit





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

Compliance Documents to be Submitted By Proposers with Proposal





## SECTION A

### PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT

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

#### **INSTRUCTIONS:**

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

#### **Signatures:**

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

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

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

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



**AFFIDAVIT TO ACCOMPANY PROPOSALS**

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

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

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

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

(Name of firm / business entity)

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

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

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

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

- (a) Did not, directly or indirectly, include or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

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

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

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

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

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



## **SECTION B**

### **DISPOSITION OF PROPOSALS**

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

#### **INSTRUCTIONS:**

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

#### **Signatures:**

The person signing must be authorized to bind the proposer.



## **Disposition of Proposals**

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date



<p style="text-align: center;"><b>SECTION C</b></p> <p style="text-align: center;"><b>NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM</b></p>
---

Contractors 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 One Thousand Dollars (\$1,000.00) 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 Twenty Five Thousand Dollars (\$25,000.00) 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 contains 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 agrees to adhere to the abovementioned programs by affixing its signature on a contract resulting from this RFP process.

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

**INSTRUCTIONS:**

- a. No action required. By affixing a signature to a contract that results from this RFP process the Contractors 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: [bca.lacity.org](http://bca.lacity.org)

#### **INSTRUCTIONS:**

- a. The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).



**CITY OF LOS ANGELES**  
**CONTRACTOR RESPONSIBILITY ORDINANCE**  
(Los Angeles Administrative Code Section 10.40 et seq.)

**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 awarded 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.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

**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](http://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: <https://bca.lacity.org/Ordinances>.



**CITY OF LOS ANGELES  
CONTRACTOR RESPONSIBILITY ORDINANCE (CRO) QUESTIONNAIRE**

Unless otherwise exempt from the Contractor Responsibility Ordinance (Los Angeles Administrative Code Section 10.40, et. seq.), a Company/Firm bidding with the City of Los Angeles must complete this Questionnaire. If no bid is required, the prospective contractor still must submit a Questionnaire.

The signatory for this Questionnaire must be authorized to respond to these questions on behalf of the Company/Firm. **Any false or misleading statement(s), the failure to answer any of the required questions, or the failure to submit the completed Questionnaire with its bid may render the bid/proposal non-responsive.** If a response does not fit in the space provided, then you may submit an attachment with your questionnaire.

The Company is responsible for keeping the Questionnaire responses current. If any changes have occurred that would render any of the responses inaccurate in any way, this document must be updated within thirty (30) days of the change(s).

**A. BIDDER / PROPOSER / PROSPECTIVE CONTRACTOR CONTACT INFORMATION**

Business Name	Contractor's License Number		
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- ☐ An initial submission of a completed Questionnaire.
- ☐ An update of a prior Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_.
- ☐ No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Questionnaire dated \_\_\_\_/\_\_\_\_/\_\_\_\_ was submitted by the firm.

**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: \_\_\_\_\_



List all the stock owners who own 5% or more of the corporation's stock. Publicly traded corporations do not need to list its stock owners.

☐ **Partnership:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List all partners in your firm.

(Use this space. If you need additional space, you can attach a document)

☐ **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. Do not include ownership of stock in a publicly traded company in your response to this question.

(Use this space. If you need additional space, you can attach a document)

☐ **Joint Venture:** Date formed: \_\_\_\_/\_\_\_\_/\_\_\_\_

(1) List each firm that is a member of the joint venture and (2) List the percentage of ownership the firm will have in the joint venture. **NOTE: Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered a responsive bid.**

(Use this space. If you need additional space, you can attach a document)

## C. OWNERSHIP AND NAME CHANGES

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

☐ Yes ☐ No

If **Yes**, explain the relationship between your firm and the associated firm(s). 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.

(Use this space. If you need additional space, you can attach a document)



2. Have any of your firm's owners, partners, or officers operated a similar business in the past five years?

☐ Yes ☐ No

If **Yes**, list 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.

(Use this space. If you need additional space, you can attach a document)

3. Has your firm changed names in the past five years?

☐ Yes ☐ No

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

(Use this space. If you need additional space, you can attach a document)

4. Are any of your firm's contractor licenses held in the name of a corporation or partnership?

☐ Yes ☐ No

If **Yes**, list the name of the corporation or partnership that actually holds the license.

(Use this space. If you need additional space, you can attach a document)

#### D. FINANCIAL RESOURCES AND RESPONSIBILITY

5. Is your firm now, or has it been at any time in the last five years, the debtor in a bankruptcy case?

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)



6. Is your firm in the process of, or in negotiations toward, being sold or dissolved?

☐ Yes ☐ No

If **Yes**, explain the circumstances.

(Use this space. If you need additional space, you can attach a document)

## E. PERFORMANCE HISTORY

7. How many years has your firm been in operation? \_\_\_\_\_ Years.

8. Has your firm ever entered into any contract with the City of Los Angeles or any of its departments?

☐ Yes ☐ No

If, **Yes**, list all contracts your firm has had with the City of Los Angeles for the last five (5) years. If your firm has had more than 10 contracts with the City of Los Angeles, then use the 10 most recent (and most similar) contracts. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

(Use this space. If you need additional space, you can attach a document)

9. In the past five years, has your firm had any contracts with any private or governmental entity (other than the City of Los Angeles) that are similar to the work to be performed on the contract for which you are bidding or proposing?

☐ Yes ☐ No

If Yes, list on the space below, all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) that meet the specifications described in the question above. 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.

(Use this space. If you need additional space, you can attach a document)

10. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion?

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.



(Use this space. If you need additional space, you can attach a document)

11. In the past five years, has your firm previously hired a debarred subcontractor to perform work on a government contract?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12A. 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 the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

- 12B. Has your firm ever received a Notice of Unsatisfactory Performance by the Bureau of Contract Administration pursuant to the City Contractor's Performance Evaluation Ordinance (LAAC Section 10.39)?

☐ **Yes** ☐ **No**

If **Yes**, please enter the date of the Notice(s).

## F. DISPUTES

- 13A. In the past five years, has your firm been a defendant in a court case or other legal proceeding on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter only proceeded to arbitration, mediation or other dispute resolution process. For part (c), check **Yes** only if the matter proceeded to court litigation, even if the case was later settled or dismissed.

(a) Payment to subcontractors?



☐ Yes ☐ No

(b) Work performance on a contract?

☐ Yes ☐ No

(c) Employment-related litigation brought by an employee?

☐ Yes ☐ No

13B. If you answer **Yes** to any of the questions above, explain the circumstances surrounding each instance. For each instance, you must include the following in your response: the name of the plaintiff(s), the specific cause(s) of action or claim(s) for relief; the original date of filing; and the disposition/current status.

(Use this space. If you need additional space, you can attach a document)

14. Does your firm have any outstanding judgments pending against it?

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

15. In the past five years, has your firm been assessed liquidated damages on a contract?

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance and identify all the projects for which liquidated damages were assessed, the amount of liquidated damages assessed and paid, and the name and address of the project owner.

(Use this space. If you need additional space, you can attach a document)

## G. COMPLIANCE

For the following questions, the term “owners” does not include stock owners in your firm if your firm is a publicly traded corporation.

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 page 9:

☐ Yes ☐ No



If **Yes**, explain the circumstances surrounding each instance, including the governmental entity or entities that were involved, the dates of such instances, and the outcome.

(Use this space. If you need additional space, you can attach a document)

17. Within the past five years has your firm or any person employed by your firm been investigated, found to have violated, cited, assessed any penalty, or been subject to any disciplinary action by a licensing agency for violation of any licensing law, rule or regulation?

☐ **Yes** ☐ **No**

If **Yes**, explain the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

18. In the past five years, has your firm, any of its owners, partners, or officers, 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 the circumstances surrounding each instance in the last five years.

(Use this space. If you need additional space, you can attach a document)

## **BUSINESS INTEGRITY**

For the following questions, the term “firm” includes any owner, partner, or officer in the firm. If your firm is a publicly traded corporation, the term “owner(s)” does not include its stock owners.

- 19A. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm.

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

☐ **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 or material misrepresentation?

☐ **Yes** ☐ **No**

- (c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making a



false claim or material misrepresentation to any governmental entity or public utility?

☐ Yes ☐ No

19B. If you check **Yes** to any of the three questions above, explain the circumstances surrounding each instance of a false claim or material misrepresentation.

(Use this space. If you need additional space, you can attach a document)

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 theft, fraud, embezzlement, perjury, or bribery?

☐ Yes ☐ No

If **Yes**, explain the circumstances surrounding each instance.

(Use this space. If you need additional space, you can attach a document)

#### TERMS OF ACCEPTANCE AND SIGNATURE:

I certify under penalty of perjury under the laws of the State of California that I read and understand the questions contained in this questionnaire and the responses contained herein and 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.

#### Electronic Signature:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

☐ I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

**Execution of document by E-signature.** By clicking on the check box, it indicates an electronic signature. This is considered to be the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.



**ATTACHMENT A: 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 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 Contractor's 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.



**SECTION E**  
**EQUAL BENEFITS ORDINANCE AFFIDAVIT**  
**AND**  
**FIRST SOURCE HIRING ORDINANCE (FSHO)**

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' Regional Alliance Marketplace for Procurement (RAMP) residing at [www.rampla.org](http://www.rampla.org), prior to award of a City contract that exceeds Twenty Five Thousand Dollars (\$25,000.00). The affidavit shall be valid for a period of three (3) years from the date it is first **uploaded** onto the City's RAMP. Contractors do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the EBO Affidavit.

Contractors 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 Twenty Five Thousand Dollars (\$25,000.00) 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' Regional Alliance Marketplace for Procurement (RAMP) residing at [www.rampla.org](http://www.rampla.org) prior to award of a City contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded on the City's RAMP.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's 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' Regional Alliance Marketplace for Procurement (RAMP) residing at [www.rampla.org](http://www.rampla.org).



**SECTION F**  
**LIVING WAGE**  
**ORDINANCE AND**  
**WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) 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., Worker Retention Ordinance (WRO). Additional information may be found at: <https://bca.lacity.org/Ordinances>.

**INSTRUCTIONS:**

Contractors 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 LWO by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption (Form OCC/LW- 10), the Small Business Exemption Application (Form OCC/LW-26A) or the Non-Profit Exemption Application form OCC/LW-28). These exemption forms are available on the Bureau of Contract Administration website at: <https://bca.lacity.org/Ordinances>

If no exemption is claimed, do not submit the abovementioned forms.



**CITY OF LOS ANGELES  
LIVING WAGE ORDINANCE  
(Los Angeles Administrative Code Section 10.37 et seq.)**

**1. What is the Living Wage Ordinance?**

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

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

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

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

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

Generally, the LWO covers the following types of agreements:

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

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

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May, 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.



**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

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

**6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

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

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

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

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

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

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

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

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

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

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

**11. Are there any exemptions available under the Ordinance?**

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

- Service agreements that are less than 3 months or \$25,000 or less.



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

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway, Suite 300, and Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto: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:

- . Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
2. 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:
  - ) 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.



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

- 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 2 years of age and under. A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. 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.
- c. 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.
- d. 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.
- e. 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/LW-10).
  - ) 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)).
  - ) 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)).REQ IRES CO NCIL APPRO AL.



# LWO EXEMPTION APPLICATION

## OCC APPROVAL REQUIRED

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

Los Angeles Administrative Code section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

### CONTRACTOR INFORMATION:

1. Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
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:

#### TO BE REQUESTED BY AWARDEING DEPARTMENTS ONLY

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> Grant Funded Services provided that the grant funding agency indicates in writing that the provisions of the Ordinance should not apply.	A copy of the state or Federal grant-funding agency's determination to the OCC.
EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> CFAR: First Year Financial Assistant Recipient <input type="checkbox"/> CFAR: Employing Fewer than Five Employees <input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs <input type="checkbox"/> CFAR: Exemption for Certain Employees	1. Memo justifying the exemption 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> Collective bargaining agreement	A copy of the CBA with the superseding language clearly marked. In addition, Employers servicing the Airport must provide a copy of the most current payroll. Airline Food Caterers must provide payrolls and health benefit statements.
<input type="checkbox"/> Student work-study or employment program	Documentation detailing program policies and guidelines, and the amount paid to the students

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.

### AWARDEING DEPARTMENT USE ONLY:

Dept: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

### OCC USE ONLY:

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_



# LWO SMALL BUSINESS EXEMPTION APPLICATION

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 section 10.37, the Living Wage Ordinance (LWO), presumes all City contractors are subject to the LWO unless this exemption application is approved.

## TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Sublessee or Sublicensee? ☐ Yes ☐ No If YES, state the name of your Prime Lessee or Prime Licensee:  
\_\_\_\_\_
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): \_\_\_\_\_
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: \_\_\_\_\_
6. Location of lease or license: \_\_\_\_\_

## WORKFORCE INFORMATION

CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).	Submit a copy of your most recent State of California Form DE - 9C and the equivalent form(s) for business(es) in other states.
<input type="checkbox"/> 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.	Submit a completed Employee Worksheet (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.

If you **DID NOT** check off **ANY** boxes in PART A, your company IS **NOT ELIGIBLE FOR AN EXEMPTION**.  
If you checked off **ANY** box in PART A, **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: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

## OCC USE ONLY:

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_







# LWO – 501(C)(3) NON-PROFIT EXEMPTION APPLICATION

**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 are subject to the LWO unless this exemption application is approved.

## TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
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:

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<p><b>501(c)(3) Non-Profit Organizations:</b></p> <ul style="list-style-type: none"> <li>■ A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if <b>the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>■ The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>■ Therefore, even if a 501(c)(3) organization meets the salary test, <b>Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</b></li> <li>■ Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>■ This is read broadly so that the term would include, for example, tutors working with children 12 or under.</li> </ul>	<ol style="list-style-type: none"> <li>1. <b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li>2. <b>ANSWER</b> the following questions:               <ol style="list-style-type: none"> <li>A. <b>STATE</b> the hourly wage of HIGHEST paid employee in the organization: \$ _____</li> <li>B. <b>STATE</b> the hourly wage of LOWEST paid employee in the organization: \$ _____</li> <li>C. <b>MULTIPLY B by 8:</b> \$ _____</li> </ol> </li> <li>3. Based on Question 2 above, is <b>A</b> less than <b>C</b>?               <div style="margin-left: 20px;"> <input type="checkbox"/> YES If YES, sign and submit this application for final approval.  <input type="checkbox"/> NO If NO, your company is <b>NOT eligible</b> for an exemption.             </div> </li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?               <div style="margin-left: 20px;"> <input type="checkbox"/> YES <input type="checkbox"/> NO             </div> </li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>

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 Office of Contract Compliance 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: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_

## OCC USE ONLY:

Approved / Not Approved – Reason: \_\_\_\_\_

By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF LOS ANGELES  
WORKER RETENTION ORDINANCE  
(Los Angeles Administrative Code Section 10.36 et seq)**

**1. What is the Worker Retention Ordinance?**

The Worker Retention Ordinance (WRO) 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 **WRO** 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.
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.
- Public Leases and Licensees

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

The WRO 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 WRO without cause during the 90-day period.
- Perform a written performance evaluation of each employee retained under the WRO at the end of the 90-day period.



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

Employees retained under the WRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement that 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.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

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

- Earn less than twice the hourly wage without health benefits available under the Living Wage Ordinance, LAAC Section 10.37 et seq.
- 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.

**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, 3<sup>rd</sup> Floor, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, send an e-mail inquiry to [bca.eeoe@lacity.org](mailto:bca.eeoe@lacity.org), or go to the Office of Contract Compliance website at <http://bca.lacity.org>.



## **SECTION G**

### **BUSINESS INCLUSION PROGRAM**

Established by Mayor's Executive Directive No. 14 (Villaraigosa Series), the Business Inclusion Program requires all respondents to Requests for Bid (RFB), Requests for Proposal (RFPs), and Requests for Qualification (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 Regional Alliance Marketplace for Procurement (RAMP), [www.rampla.org](http://www.rampla.org)

#### **INSTRUCTIONS:**

- a. 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)**

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

All BIP outreach documentation must be submitted on RAMP 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

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

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



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

**SUMMARY**

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

- I. 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: <https://bca.lacity.org/contracting>
  - 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. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 Fax: (213) 689-1707  
Internet address: <https://www.scmsdc.org/>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.



10. Subcontract: For the purpose of this program, the term “Subcontract” denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant’s BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation,



unless the vendor manufactures or substantially alters the materials/supplies.

- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

### **C. BIP OUTREACH DOCUMENTATION**

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



Any technical difficulties while utilizing the RAMP should be reported immediately using the following steps:

1. Email RAMP Support at [support@rampla.org](mailto:support@rampla.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	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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The proposer has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE and DVBE anticipated percentages set forth in the RFP and to have the proposer meet the subconsulting expectations for the project.

2	<b>ATTENDED PRE-BID MEETING</b>
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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	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The proposer has identified the minimum number, as determined by the Awarding Authority, of specific 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 RAMP's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants who are currently registered on the RAMP. Failure of the proposer to outreach in all of the 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 RAMP and verify compliance with this indicator after the RFP submission deadline.

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing RAMP, and made not less than **fifteen (15) calendar days** prior to the date the 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 RAMP's BIP Outreach system. The notification must be to potential subconsultants currently registered on the RAMP. If the proposer is aware of a potential subconsultant that is not currently registered on the RAMP, it is the proposer's responsibility to encourage the potential subconsultant to become registered so that the proposer can include them as part of their 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.

# of Subcontractors in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1-10	100%	1-10
11-20	80%	9-16



21-50	60%	13-30
51-100	40%	21-40
101-200	25%	26-50
>200	10%	20+

A proposer's failure to utilize this notification function will result in their RFP response being deemed non-responsive.

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

5	<b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b>
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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 RAMP's BIP Outreach system.

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

6	<b>NEGOTIATED IN GOOD FAITH</b>
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The proposer responded to every unsolicited offer sent by a Registered Subcontractor using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBES, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered 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 RAMP.

***Required Documentation:***

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

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

The summary sheet must be performed using the RAMP's BIP Outreach system and must be submitted by 4:30 p.m. on the 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 RAMP, the proposer is required to add that firm to their summary sheet. A proposer's failure to utilize the RAMP's summary sheet function will result in their RFP response being deemed non-responsive.

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



7	BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE
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Each notification by the proposer shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, and insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the proposer's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the RAMP's BIP Outreach system.

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

The proposer shall submit completed BIP Outreach documentation either via the RAMP's BIP Outreach system or prior to award, 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:

Rev. 09/27/23 (Citywide RFP – RAMP BIP)



1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    - 1) Name of company contacted; contact person and telephone number; date and time of contact.
    - 2) Response for each item of work which was solicited, including dollar amounts.
    - 3) Reason for selection or rejection of sub-bid prospect.
    - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847- 2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
  - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.



**F. SUB-AGREEMENT FALSIFICATION**

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

**G. SUBMITTAL DOCUMENTS**

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

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

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

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

3. Final Subcontracting Report (Schedule C)

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

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

**I. AWARD OF CONTRACT**

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



**SECTION H**  
**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) 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: <https://ethics.lacity.org/wp-content/uploads/Laws-Lobbying-MLO.pdf>

**INSTRUCTIONS:**

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



## Bidder Certification

This form must be submitted with your bid or proposal to the City department that is awarding the contract noted below. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

☐ Original Filing      ☐ Amendment: Date of Signed Original\_\_\_\_\_. Date of Last Amendment\_\_\_\_\_.

Reference Number (Bid, Contract, or RAMP)	Awarding Authority (Department awarding the contract)
Bidder Name	
Address	
Email Address	Phone Number

## 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 applying for one of the following types of contracts with the City of Los Angeles:

1. A goods or services contract with a value of more than \$25,000 and a term of at least three months;
2. A construction contract with any value and duration;
3. A financial assistance contract, as defined in Los Angeles Administrative Code § 10.40.1(h), with a value of at least \$100,000 and a term of any duration; or
4. A public lease or license, as defined in Los Angeles Administrative Code § 10.40.1(i), with any value and duration.

B. 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## **SECTION I**

### **PROHIBITED CONTRIBUTORS – CEC FORM 55**

The Los Angeles City Charter section 470(c)(12) prohibits contractors of contracts projected to be worth One Hundred Thousand Dollars (\$100,000.00) 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 perform One Hundred Thousand Dollars (\$100,000.00) 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 the proposer's subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more must be included on CEC Form 55 (Schedule B).



# Prohibited Contributors (Bidders)

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 at (213) 978-1960.

☐ Original Filing ☐ Amendment: Date of Signed Original \_\_\_\_\_ Date of Last Amendment \_\_\_\_\_

Reference Number (Bid, Contract, or RAMP): \_\_\_\_\_ Date Bid Submitted: \_\_\_\_\_

Contract Description (Title of the RFP or City contract solicitation and description of the services to be provided):  
\_\_\_\_\_

Awarding Authority (Department awarding the contract): \_\_\_\_\_

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

Bidder Address: \_\_\_\_\_

Bidder Email Address: \_\_\_\_\_ Bidder Phone Number: \_\_\_\_\_

## Schedule Summary

Please complete all three of the following:

1. SCHEDULE A — Bidder's Principals (*check one*)

The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6).  
At least one principal is required for entities. (*If you check "Yes", Schedule A is required.*)

Yes

☐

No

☐

2. SCHEDULE B — Subcontractors and Their Principals (*check one*)

The bidder has one or more SUBCONTRACTORS on this bid or proposal with  
subcontracts worth \$100,000 or more. (*If you check "Yes", Schedule B is required.*)

Yes

☐

No

☐

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): \_\_\_\_\_

## Certification

I certify the following under penalty of perjury under the laws of the City of Los Angeles and the state of California:

A) I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter § 470(c)(12) and any related ordinances; B) I understand that I must amend this form within ten business days if any information changes; C) I am the bidder named above or I am authorized to represent the bidder named above, and my name appears below; and D) The information provided in this form is true and complete to the best of my knowledge and belief.

Name

Signature

Title

Date



# Prohibited Contributors

(Bidders)

## Schedule A - Bidder's Principals

Please identify the names and titles of all 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.

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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



## 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 the threshold.

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

This subcontractor has one or more principals. ☐ Yes\* ☐ No

*\* Each principal's name and title must be 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.*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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



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

RAP requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification" from all entities (vendors, operators, concessionaires, etc.) doing business with RAP in order for RAP 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/about-form-w-9>.



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## **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 One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

For more information, contractors can visit the State of California, Department of General Services, Office of Policies, Procedures, and Legislation (OPPL) website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Office-of-Policies-Procedures-and-Legislation>

#### **INSTRUCTIONS:**

- a. All contractors to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.
- b. If the proposed contract is not estimated to be worth One Million Dollars (\$1,000,000.00) or more, proposers are not required to submit this form.



# **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.

## ☐ **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	BTRC (OR N/A)
BY (AUTHORIZED SIGNATURE)	TITLE OF THE PERSON SIGNING
NAME OF THE PERSON SIGNING	DATE EXECUTED
CITY APPROVAL (SIGNATURE)	(PRINT NAME)



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

Compliance Documents to be Submitted By Selected Proposer





<p style="text-align: center;"><b>Section L</b></p> <p style="text-align: center;"><b>Americans with Disabilities Act Certification</b></p>
---

Both Federal and State law prohibit discrimination against people with disabilities. The Americans with Disabilities Act (ADA) is a Federal civil rights law designed to ensure equal access, full inclusion and participation for people with disabilities or impairments. In addition, the State of California has its own disability rights laws, codes, and regulations. Under both Federal and State law, people with disabilities are entitled to full and equal access to places of public accommodation, transportation carriers, lodging places, recreation and amusement facilities, and other business establishments where the general public is invited.

**INSTRUCTIONS:**

- a. All selected proposers must submit a completed and signed Certification Regarding Compliance With The Americans With Disabilities Act form.



**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



<p style="text-align: center;"><b>Section M</b> <b>Business Tax Registration Certificate</b></p>
--

Pursuant to Los Angeles Municipal Code (LAMC), Chapter 2, Art. 1, Sec. 21.03 (Imposition of Tax), persons engaged in any business or occupation within the City of Los Angeles are required to register and pay the required tax. All individuals or entities conducting business activities within the City of Los Angeles are required to apply for and obtain a Business Tax Registration Certificate with the City of Los Angeles, Office of Finance. Certain organizations, which are conducted solely for charitable or religious purposes, may be entitled to receive tax-exempt registration certificates upon application and qualification.

Additional information can be found at <http://finance.lacity.org>.

**INSTRUCTIONS:**

- a. All selected proposers must submit a completed Business Tax Registration Certificate Number Or Business Tax Exemption Number form.



**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER**  
**OR BUSINESS TAX EXEMPTION NUMBER FORM**

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

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

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

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS		

**New format:**

ACCOUNT NUMBER														FUND		CLASS		

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: \_\_\_\_\_

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<p style="text-align: center;"><b>Section N</b></p> <p style="text-align: center;"><b>Certification of Compliance with Child Support Obligations</b></p>
--

Pursuant to the Los Angeles Administrative Code, Division 10, Chapter 1, Article 1, Section 10.10 et seq., contractors and subcontractors performing work for the City must comply with all federal employment reporting requirements and Wage and Earning Assignment Orders and acknowledge the City's practice of cooperation with the District Attorney's enforcement efforts to collect child support owed by City employees.

**INSTRUCTIONS:**

- a. All selected proposers must submit a completed and signed Certification of Compliance With Child Support Obligations form.



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

\_\_\_\_\_  
Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name of Authorized Officer or Representative Title

\_\_\_\_\_  
Signature of Authorized Officer or Representative

\_\_\_\_\_  
Date Telephone Number



## **Section O**

### **Pledge of Compliance with Contractor's 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.

#### **INSTRUCTIONS:**

- a. All selected proposers must submit a completed and signed Pledge of Compliance with Contractor's Responsibility Ordinance form.



**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, or 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



<p style="text-align: center;"><b>Section P</b> <b>Los Angeles Residence Information</b></p>
--

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.

**INSTRUCTIONS:**

- a. All selected proposers must submit a completed and signed Los Angeles Residence information form.



## 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

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---

---

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: \_\_\_\_\_



## **Section Q**

### **Living Wage Ordinance (Additional Information from Section F)**

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 Twenty Five Thousand Dollars (\$25,000.00) 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).

#### **INSTRUCTIONS:**

- a. Contractor must complete and forward to the subcontractor the Subcontractor Declaration of Compliance Form (LW-5) within 90 days execution of a subcontract, must complete and submit the Employee Information Form (LW-6) to RAP within 30 days of contract execution, and must complete and submit the Subcontractor Information Form (LW-18) to RAP within 30 days of contract execution.



# LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM

## REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

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

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

1. Company Name: \_\_\_\_\_ Phone #: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Awarding Department: \_\_\_\_\_
4. Project Name: \_\_\_\_\_

**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 LIVING WAGE ORDINANCE (LWO) FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCE. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE TO 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 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 the LWO **must comply with all applicable provisions of the Ordinance unless specifically approved for an exemption.**

#### **THE LIVING WAGE ORDINANCE REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2023, a wage of at least **\$16.78 per hour with health benefits** of \$1.25 per hour, or **\$18.03 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, **available on the Bureau of Contract Administration website at <https://bca.lacity.org/eual-employment-opportunity-enforcement>**, for details regarding the wage and benefit requirements of the Ordinance; and
- 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.

#### **THE LIVING WAGE ORDINANCE 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.

### TO BE FILLED OUT BY THE SUBCONTRACTOR:

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Type of Service Provided by Subcontractor to Prime: \_\_\_\_\_
4. Amount of Subcontract: \_\_\_\_\_ Subcontract Start Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the LWO, and its 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, 2023, a wage of at least **\$16.78 per hour with health benefits** of \$1.25 per hour, or **\$18.03 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- 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.

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

- **Not to retaliate** against any employee claiming non-compliance with the provisions of this Ordinance and to **comply with federal law** prohibiting retaliation for union organizing.

#### **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 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees? ☐ Yes ☐ No  
If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on THIS CITY CONTRACT.

**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 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: \_\_\_\_\_ Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_ Contract #: \_\_\_\_\_



# LWO – SUBCONTRACTOR INFORMATION FORM

## REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDDING 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 AWARDDING 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

1. Subcontractor Name: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Purpose of Subcontract: \_\_\_\_\_
5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Purpose of Subcontract: \_\_\_\_\_
5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Purpose of Subcontract: \_\_\_\_\_
5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Is this subcontractor exempted from or not subject to the LWO? ☐ Yes ☐ No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_



**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

1. Subcontractor Name: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Purpose of Subcontract: \_\_\_\_\_
5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Is this subcontract exempted from or not subject to the LWO? ☐ Yes ☐ No  
If Yes, state the reason below. And see Section III for documents required.
- \_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_
2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_
3. Address: \_\_\_\_\_
4. Purpose of Subcontract: \_\_\_\_\_
5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_/\_\_\_\_/\_\_\_\_ End Date \_\_\_\_/\_\_\_\_/\_\_\_\_
6. Is this subcontract exempted from or not subject to the LWO? ☐ Yes ☐ No  
If Yes, state the reason below. And see Section III for documents required.
- \_\_\_\_\_

**SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO**

EXEMPTION Or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization <sup>1</sup>	LW 28 – 501(c)(3) Non-Profit Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf</a>
Collective bargaining agreement w/supersession language <sup>2</sup>	LW 10 – OCC Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf</a>
Small Business <sup>3</sup>	LW 26 – Small Business Exemption Application (English & Spanish) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%20English%20.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%20English%20.pdf</a> (English) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%20Spanish%20.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%20Spanish%20.pdf</a> (Spanish)
Governmental Entity <sup>4</sup> or Utilities Companies <sup>5</sup>	NONE REQUIRED.
Construction contract <sup>6</sup>	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                             | LW-6 - <a href="https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%20as%20of%209-26-18.pdf">https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%20as%20of%209-26-18.pdf</a> |
| 2) Subcontractor Information Form                        | LW-18 - <a href="https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf">https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf</a>  |
| 3) Subcontractor Declaration of Compliance Form (retain) | LW-5 - <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf</a>   |

**SECTION V: SIGNATURE**

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

Print Name of Person Completing This Form \_\_\_\_\_

Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_



## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) 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:

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

(2) The LW-28 Non-Profit 501(c)(3) Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. 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 or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.

<sup>2</sup> **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 the CBA. 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) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified 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 violation, which may include making retroactive payments to affected employees for the relevant periods of violation.

(b) 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.

<sup>3</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.15(a):** A public lessee or licensee claiming exemption from the LWO under section 10.37.15(a) shall submit the application for "Small Business Exemption" referred to in the LWO Rules and Regulations Appendix A, along with supporting documentation to verify that it meets the requirement that the lessee or licensee employs no more than seven (7) people on and off City property.

(a) For purposes of this exemption, a lessee or licensee shall be deemed to employ a person if the person works for 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 person works for 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) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.

(b) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of people includes all everyone employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(c) A public lessee or licensee shall be deemed to employ no more than seven (7) people if its entire workforce (inclusive of the people falling within the guidelines stated in subsections (a) and (b) above) worked an average of no more than 1,214 hours per month for at least three-fourths of the of the previous calendar year.

<sup>4</sup> **Governmental Entities – LAAC 10.37.14(b):** Agreements with governmental entities are not subject to the requirements of the LWO. If an Agreement is not subject to the LWO because the Employer is a governmental entity, Subcontractors performing work for the governmental entity on the Agreement are also not subject to the LWO.

<sup>5</sup> **Utilities Companies – LAAC Section 10.37.14(c):** Contract for work done directly by a utility company pursuant to an order of the Public Utilities Commission.

<sup>6</sup> **Construction contracts – LAAC Section 10.37.14(a):** Construction contracts are not subject to the LWO unless 1) there are employees not covered by prevailing wage or 2) if the prevailing wage is less than the required rate in 10.37.2.



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(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.

<sup>6</sup> **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.



<p style="text-align: center;"><b>SECTION R</b></p> <p style="text-align: center;"><b>DISCLOSURE ORDINANCE (DO) AFFIDAVIT</b></p>
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Effective April 1, 2019, the Disclosure Ordinance (DO) Affidavit will include the Disclosure of Border Wall Contracting Ordinance and the Slavery Disclosure Ordinance.

Unless otherwise exempt, in accordance with the provisions of the Disclosure of Border Wall Contracting Ordinance (Ordinance No. 185600), any contract awarded pursuant to the RFP will be subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code.

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance (Ordinance No. 175346), any contract awarded pursuant to the RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Contractors seeking additional information regarding the requirements of the Disclosure of Border Wall Contracting Ordinance and the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's website at [www.bca.lacity.org](http://www.bca.lacity.org).

**INSTRUCTIONS:**

- a. All selected proposers shall complete and electronically sign the Disclosure Ordinance (DO) Affidavit available on the City of Los Angeles' Regional Alliance Marketplace for Procurement (RAMP) residing at [www.rampla.org](http://www.rampla.org) prior to award of the City contract.



## Proposer Input Instructions

### General:

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







Food and Beverage Spreadsheet

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

Year 1 Forecast

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



# Food and Beverage Spreadsheet

## PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

### 10 Year Forecast

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>SALES</b>										
Food										
<b>Bar</b>										
Liquor										
Wine										
Beer										
Total Bar	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Room Rental										
<b>TOTAL INCOME</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>COST OF GOODS</b>										
Cost of Food										
<b>Cost of Bar</b>										
Liquor										
Wine										
Beer										
<b>Total Cost of Bar</b>	-	-	-	-	-	-	-	-	-	-
Room Rental Costs										
<b>Total Cost of Goods</b>	-	-	-	-	-	-	-	-	-	-
<b>Gross Profit from Sales</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>OPERATING EXPENSES</b>										
Wage Expense										
<b>Total Labor</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FICA										
CA EDD										
Worker's comp										
Insurance and Benefits										
<b>Total Labor Expenses</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Variable Expenses</b>										
Acctg/Legal										
Cleaning & Paper Supplies										
Credit Card Expense										
Entertainment/Music										
Equipment Rental										
Floral, Expendables										
Laundry & Linens										
Office Expense										
Telephone										
Trash Removal										
Utilities										
Marketing										
<b>Subtotal Variable</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Fixed Expenses</b>										
Insurance										
Licenses & Permits										
Repalcement Reserve										
<b>Subtotal Fixed</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Occupancy Expenses (MAG)</b>										
Food										
Alcohol										
Special Events										
MAG Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Operating Exp.</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>NET INCOME</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Debt and Tax Expense</b>										
Debt Expense										
Taxes										
Other										
<b>NET PROFIT</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

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



PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

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



## **PROPOSAL CHECKLIST**

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

- ☐ 1. Cover Letter (Exh. B)
- ☐ 2. Proposer's Signature Declaration and Affidavit (Exh. H)
- ☐ 3. Disposition of Proposals (Exh. H)
- ☐ 4. Pro-Forma Template (Exh. I)
- ☐ 5. Financial Offer Form (Exh. D)
- ☐ 6. FF&E, Capital Improvements, Refurbishment Plan Form (Exh. E)
- ☐ 7. Terms and Conditions Acceptance Form (Exh. F)
- ☐ 8. Proposal Deposit (Exh. B)

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

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

☐

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

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



[illegible]

**RANCHO PARK GOLF CLUBHOUSE  
RENOVATION**

REVISIONS	DATE
1. Initial design	10/10/2023
2. Revised design	10/15/2023
3. Final design	10/20/2023

PLAN NAME	
SITE PLAN	
DESIGNED BY	APPROVED BY
DATE	DATE
SCALE	SCALE
NO. OF SHEETS	TOTAL NO. OF SHEETS
PROJECT NO.	
SHEET NO.	
A1.01	
11 of 10 sheets	





THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
SUPERINTENDENT DANIEL L. COO  
GENERAL MANAGER JERRY COO  
PROJECT MANAGER  
DATE: 10/15/10  
BY: [Signature]



PROJECT NAME  
**RANCHO PARK GOLF CLUBHOUSE  
RENOVATION**  
ADDRESS  
10460 W Pico Blvd, Los Angeles, CA 90064

REVISIONS	DATE
1	
2	
3	
4	
5	

PLAN NAME  
**FLOOR PLANS**

DRAWN BY  
[Signature]

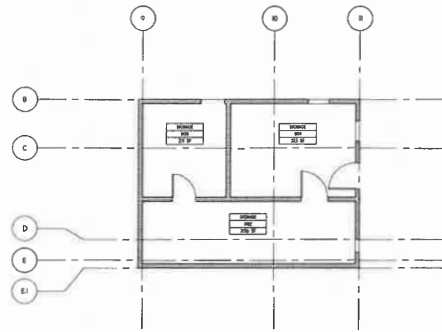
APPROVED BY  
[Signature]

SCALE  
1" = 12'

DATE  
10/15/10

FILE NO.  
A2.01

DATE  
10/15/10



## Premises Map - Floor Plan Rancho Park Golf Course Clubhouse Food and Beverage Concession indicated in red striped

02 LEVEL B1 FLOOR PLAN  
A2.01 SCALE: 1/8" = 1'-0"



### LEGEND

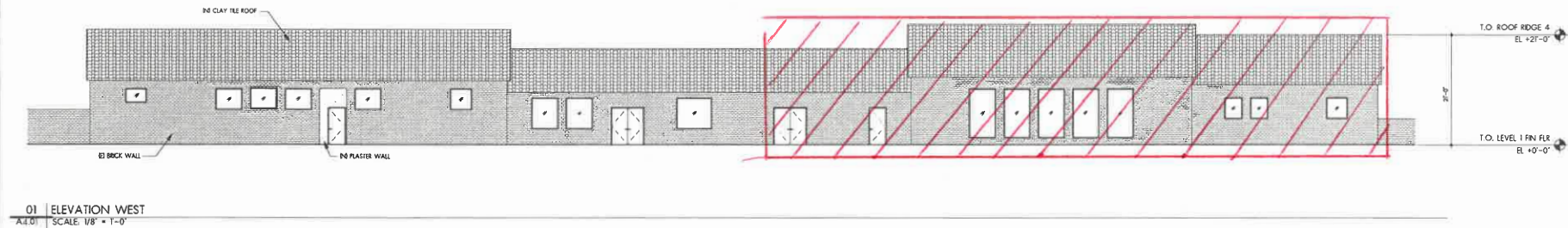
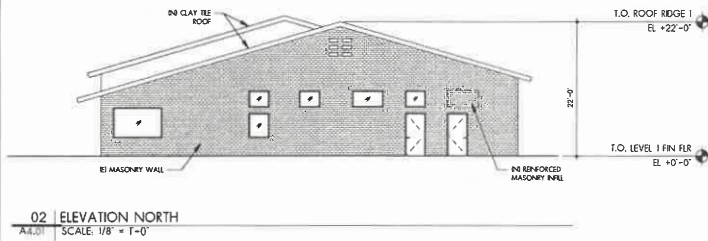
- MASONRY WALL TO REMAIN
- MASONRY INFILL
- METAL STUD FRAMED PARTITION
- NOT IN SCOPE

01 LEVEL 1 FLOOR PLAN  
A2.01 SCALE: 1/8" = 1'-0"





Premises Map - Elevation West  
 Rancho Park Golf Course Clubhouse  
 Food and Beverage Concession indicated in red striped



THE CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 SUPERINTENDENT GARY FORD  
 GENERAL MANAGER JIMMY KIM  
 PROJECT NAME: \_\_\_\_\_  
 PROJECT NUMBER: \_\_\_\_\_  
 SHEET NUMBER: \_\_\_\_\_  
 DATE: \_\_\_\_\_

PROJECT NAME:  
 RANCHO PARK GOLF CLUBHOUSE  
 RENOVATION  
 ADDRESS:  
 10460 W Pico Blvd, Los Angeles, CA 90064

REVISIONS: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

PLAN NAME:  
 EXTERIOR  
 ELEVATIONS

DRAWN BY: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 W.D. NO.: \_\_\_\_\_  
 FILE NO.: \_\_\_\_\_

DATE: \_\_\_\_\_  
 A4.01  
 SHEET 16 OF 18 SHEETS



Not Used. Placeholder.



AGREEMENT  
FOR THE DESIGN, MANAGEMENT AND OPERATION  
RANCHO PARK GOLF COURSE  
FOOD AND BEVERAGE CONCESSION

BETWEEN

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

AND

AWARDED PROPOSER'S NAME



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**AGREEMENT FOR THE DESIGN, MANAGEMENT AND OPERATION OF THE  
RANCHO PARK GOLF COURSE  
FOOD & BEVERAGE CONCESSION**

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

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks an operator to assist in the design; provide Furniture, Fixtures and Equipment (FF&E); manage and operate the Rancho Park Golf Course Food & Beverage Concession (hereinafter referred to as "CONCESSION") to benefit golfers and the local community; and

**WHEREAS**, RAP seeks to serve the public by providing food and beverage services including the sale of alcoholic beverages at the CONCESSION; and

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

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

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

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

**WHEREAS**, RAP received and evaluated \_\_\_\_\_ proposals which were received on \_\_\_\_\_, 2025; and

**WHEREAS**, \_\_\_\_\_ was scored as the highest-ranked proposer, and selected to perform pre-opening related tasks; then provide food, beverage and related services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, CONCESSIONAIRE and CITY desire to enter into such AGREEMENT, effective \_\_\_\_\_ to provide tasks and services of the type and character required therein by CITY to meet the needs of the public at Rancho Park Golf Course Restaurant; and

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



## **SECTION 1. DEFINITIONS**

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

AGREEMENT:	This Concession Agreement consisting of thirty-four (34) pages and fifteen (15) exhibits (A-O) attached hereto.
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, Acting by and through its Department of Recreation and Parks.
CONCESSION:	Rancho Park Golf Course Food and Beverage Concession
CONCESSIONAIRE:	Name TBA
FACILITY:	Rancho Park Golf Course
GENERAL MANAGER:	General Manager of RAP, or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical area, as defined in Section 3 of this AGREEMENT, in which the Concession may be operated.
RAP:	Department of Recreation and Parks
SPECIAL EVENT:	A prearranged gathering, scheduled through the CONCESSIONAIRE's designated Special Events manager, involving the exclusive use of any or all portions of the CONCESSION PREMISES by the event participants (as identified in Exhibit B).
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev.1.25 [v.2]), attached hereto as "Exhibit A" and incorporated herein.



## **SECTION 2. PERMISSION GRANTED**

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

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

While CONCESSIONAIRE is granted the exclusive right to sell food and beverages to the general public at the CONCESSION PREMISES (which shall include any kiosks, vending machines or other mobile/temporary solutions for providing food and beverage services as permitted hereunder), this exclusive right does not prohibit private parties from preparing or bringing their own food and drinks, excluding alcoholic beverages, to the golf course. Nor does it prohibit RAP from hiring outside caterers for RAP-hosted tournaments and junior events at the golf course, after first providing CONCESSIONAIRE the opportunity to bid on providing such catering services.

CONCESSIONAIRE is granted the exclusive right to operate and manage the special event space to be developed as described in Section 6 of this Agreement. RAP reserves the right to utilize, free of charge, the special event space for RAP-sponsored activities such as golf tournaments and meetings in coordination with CONCESSIONAIRE. No more than \_\_\_\_\_ special events involving over \_\_\_\_\_ guests per event, not including RAP-sponsored activities, shall be held in the special event space on an annual basis. RAP shall have discretion over the number of events for which the special event space is rented.

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

Subject to the provisions set forth in Section 5.T. of this Agreement, RAP reserves the right to further develop or improve the PREMISES as it sees fit without interference or hindrance, however RAP shall consider the desire and views of CONCESSIONAIRE.

## **SECTION 3. PREMISES**

The PREMISES (Exhibit B) subject to this AGREEMENT are located at: 10460 W. Pico Blvd., Los Angeles, CA 90064. The PREMISES shall include the restaurant and special event space within the golf clubhouse, halfway house, cabana bar near the driving range, and all, if any, portions of the golf courses that the GENERAL MANAGER, by express written consent, approves for offering food and beverage service, and mobile solutions. The location of the



PREMISES is as set forth in Exhibit B, attached hereto and incorporated herein. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP. City shall deliver to Concessionaire the main PREMISES newly renovated and the halfway house and cabana bar near the driving range in "as is" condition.

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

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

The term of the AGREEMENT shall be ten years (the "Initial Term") commencing on \_\_\_\_\_. The CITY will have one five-year extension option exercisable at the sole discretion of the GENERAL MANAGER.

The GENERAL MANAGER shall exercise the Extension Option by providing written notice ("Option Notice") to CONCESSIONAIRE no later than 12 months prior to the expiration of the Initial Term of this AGREEMENT notifying CONCESSIONAIRE of RAP's intent to exercise such option. The option term shall be upon the same terms, covenants and conditions contained in this AGREEMENT, except with respect to the calculation of the monthly rent and MAG (as such term is defined in Section 8) as further specified in Section 8 below, and the provision of equipment and furniture set forth in Section 6 below. In the event that RAP and CONCESSIONAIRE are unable to agree in good faith on the calculation of the monthly rent and MAG within 120 days after the date of the Option Notice, then CONCESSIONAIRE shall not be bound by RAP's exercise of the Extension Option and RAP's exercise of the Extension Option shall be null and void. This AGREEMENT shall, thereafter, terminate upon the expiration or other earlier termination of the Initial Term in accordance with this AGREEMENT, and the parties shall have no further obligation or liability under this AGREEMENT. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken by RAP to decline to exercise an option to extend the term of this AGREEMENT.

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

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

**A. Cleanliness**

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the FACILITY main dumpster(s) (bins and emptying arranged and paid for by RAP), located at the



maintenance yard of the FACILITY only if reduced in volume by breaking down boxes ahead of time. CITY shall determine the number of dumpsters and frequency of trash removal days per week. If business by CONCESSIONAIRE at the CONCESSION creates more trash than the FACILITY main dumpsters and removal schedule of the CITY can accept, CONCESSIONAIRE is required to arrange and pay for additional dumpsters and/or pay to have the trash removed more often. The storage location of additional dumpsters must be approved in advance by CITY. In the normal course of business including SPECIAL EVENTS, CONCESSIONAIRE's trash deposited in the main dumpster(s) shall not be filled beyond the top of the dumpster, allowing lids to close fully. Any spillover of CONCESSIONAIRE's trash from the dumpsters by wind, birds, or any other cause shall be cleaned up and redeposited into the dumpster by CONCESSIONAIRE.

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

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

**B. Conduct**

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

**C. Disorderly Persons**

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

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

1. CONCESSIONAIRE, in its CONCESSION operations at the FACILITY, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the PREMISES authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach (as may be reasonably determined by the City) of any of the above nondiscrimination covenants, with proper notification as per Section 21, CITY shall have the right to terminate the AGREEMENT



and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

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

#### **E. Personnel**

1. **Freedom from Tuberculosis**

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

2. **Qualified Personnel**

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

3. **Concession Manager**

CONCESSIONAIRE shall appoint, an experienced Concession Manager of CONCESSIONAIRE's operations at the FACILITY. The appointed Concession Manager is subject to reasonable disapproval and removal from the manager position by RAP.

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

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



If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within five (5) business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

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

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

In the event any employees, volunteers and/or subcontractors (including all employees and volunteers for any subcontractor) has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, CONCESSIONAIRE shall immediately remove such employee, volunteers and/or subcontractors from the PREMISES at RAP's instruction. In the event any principal or owner of CONCESSIONAIRE has engaged in any serious act of misconduct, including (but not limited to) an act of dishonesty, theft or misappropriation of City property, moral turpitude, insubordination, or any act injuring, abusing, or endangering others, such actions shall not be deemed a material breach of this AGREEMENT by the CONCESSIONAIRE until CONCESSIONAIRE has first received written notice from RAP of the alleged serious act of misconduct perpetrated by such principal or owner and CONCESSIONAIRE has thereafter had an opportunity to remove such principal or owner from the entity constituting CONCESSIONAIRE pursuant to CONCESSIONAIRE'S procedures for removal of a member in accordance with its organizational documents along with removal of such principal or owner from the Premises, if applicable. In the event CONCESSIONAIRE has not removed the principal or owner within thirty (30) calendar days after receiving the written notice



described above, CITY shall have the right to terminate this AGREEMENT pursuant to such breach.

**F. Menu and Pricing**

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the reasonable opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of this AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed and to RAP upon request.
2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.
3. CONCESSIONAIRE shall offer for sale to the public a full range of freshly prepared food items, pre-prepared and packaged items and beverages as described in CONCESSIONAIRE's Proposal (Exhibit C to this Agreement).
4. CONCESSIONAIRE shall offer for sale to the public a variety of healthy choice options for food and beverages. This includes the availability of fresh fruits and fresh vegetables, bottled water, 100% juice, beverages that contain at least 50% fruit juice with no added sweeteners, and providing healthy snacks as defined by the California Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(a), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.
5. CONCESSIONAIRE shall not use artificial trans-fat (e.g., industrially created partial hydrogenation plant oils) in the preparation of food products. All prepared food items are to be free of artificial trans-fat. CONCESSIONAIRE shall attempt to use only artificial trans-fat free prepackaged food items.
6. CONCESSIONAIRE shall offer a value-priced express menu for golfers, which includes at least two meal choices for breakfast and lunch with priority for speed of service.
7. CONCESSIONAIRE shall offer pre-set bulk menus with prices for golf tournaments.
8. CONCESSIONAIRE will implement the proposed plan based on the Good Food Purchasing Program from the Los Angeles Food Policy Council as approved by RAP and shall comply with the terms of the Good Food Purchasing Program (Exhibit D). All food/beverage subcontractors selected by CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.
9. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class high quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation,



adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

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

10. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with take-out CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense take-out food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which, in the opinion of GENERAL MANAGER, will cause undue litter or, in the reasonable opinion of GENERAL MANAGER, negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs for food and beverage consumed on PREMISES. Also see Exhibit N (Zero Waste).
11. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.
12. The parties hereto acknowledge that during renovation of the golf clubhouse including restaurant CONCESSIONAIRE may provide the temporary food and beverage service at the FACILITY and the current food and beverage operator on record will be released from service. During this period CONCESSIONAIRE may offer pre-set bulk menus with prices for golf tournaments. In the event that CONCESSIONAIRE declines to provide pre-set bulk food and beverage service, RAP shall have the right to utilize another food service provider.

G. **Diversion of Business**

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

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

Small wares, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property. FF&E detailed in Section 6 shall become property of the City.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own personal property, but not improvements or RAP property from the PREMISES and shall be allowed a period of fifteen (15) calendar days to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

I. **Maintenance of Equipment**

CONCESSIONAIRE shall, at all times and at its expense, keep and maintain all equipment, whether owned and/or installed by CONCESSIONAIRE or RAP, such as, but not limited to,



heat exchangers, fans, controls and electric panels, installed by RAP, together with all of the fixtures, plate and mirror glass, appliances, countertops and kitchen cabinetry, indoor and outdoor furniture and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. All maintenance, repairs and replacement of all equipment at the PREMISES shall be performed at the sole expense of CONCESSIONAIRE.

RAP will be responsible for utility lines and repairs within the walls and floor, telephone lines, plus the exterior and roof of the PREMISES.

**J. Claims for Labor and Materials**

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

**K. Signs and Advertisements**

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

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

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

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

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

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

**L. Utilities**

CONCESSIONAIRE shall be responsible for utility charges associated with the CONCESSION. Charges may include, but are not limited to, deposits, installation costs, meter deposits, and all service charges for gas, electricity, heat, air-conditioning, and other utility services to PREMISES, excluding water, and shall be paid by CONCESSIONAIRE. CONCESSIONAIRE will pay directly for gas, electrical, telephone and internet/Wi-Fi services, which will be in the name of CONCESSIONAIRE.



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

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

RAP shall be responsible for water, sewer and trash utility charges associated with the FACILITY, including for the PREMISES.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. CONCESSIONAIRE shall also establish recyclables collection and implement additional waste diversion strategies for operations of the CONCESSION. See Exhibit N (Zero Waste Ordinance).

CONCESSIONAIRE shall reimburse RAP if any utility charges are paid by RAP, excluding water, sewer and trash.

**M. Vending Machines and Food Carts**

CONCESSIONAIRE may install vending machine(s) at the FACILITY with prior written approval of the counts and locations by RAP. Vending machines may sell food, snacks, and beverages and are subject to rent fees defined in Section 8. Vending machines may not sell water or other beverages in single-use plastic bottles.

RAP may order the installation of vending machines to increase service at the FACILITY at RAP's sole discretion. If installed, gross receipts from vending machine service are subject to Section 8 "Minimum Annual Guarantee and Monthly Rental Payment" terms and conditions.

For the avoidance of doubt, CONCESSIONAIRE may provide a mobile food cart for food and beverage service with items stocked in the mobile food cart and delivery service of food and beverages from the main restaurant. The CONCESSIONAIRE shall be responsible for the storage and maintenance of the mobile food cart, including the cost for all operations and approvals, permitting, and licensing.

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

**N. Safety**

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices on the Premises, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives



prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit F) - (see SECTION 21, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP and upon prior notice to CONCESSIONAIRE, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. **Environmental Sensitivity**

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

P. **Fund Raising Activities**

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

Q. **Community Outreach**

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

R. **Amplified Sound & Noise**

No amplified sound or live music is permitted by CONCESSIONAIRE, without prior approval from RAP. If RAP or CONCESSIONAIRE receive any noise complaints associated with any activity on the PREMISES, CONCESSIONAIRE shall take reasonable steps to mitigate such noise and provide mitigation plans to RAP within 10 business days of the initial noise complaint. CONCESSIONAIRE further agrees to work in good faith with RAP to implement measures to mitigate noise impacts to the neighboring residential community. In particular, noise from outdoor patio areas shall be minimized.

S. **Security**

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

Each night, CONCESSIONAIRE shall be responsible for securing the facility gate when continuing food and beverage operations after Golf staff leaves.

T. **Quiet Enjoyment**

CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon CONCESSIONAIRE's quiet



enjoyment of the PREMISES, RAP shall have final determination, which shall be reasonable, of any solution to such dispute; RAP's final reasonable determination shall be binding upon all parties in such dispute.

**U. Receipts**

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

**V. Mobile Food Cart**

CONCESSIONAIRE may provide a mobile cart for food and beverage service throughout the FACILITY. The CONCESSIONAIRE shall be responsible for the provision and maintenance of the Mobile Food Cart, including the cost for all operations and approvals, permitting and licensing. The GENERAL MANAGER will use its reasonable efforts to accommodate storage of the Mobile Food Cart with the other vehicles that service the FACILITY.

**W. Parking & Traffic Mitigation**

1. CONCESSIONAIRE shall coordinate with RAP to implement valet parking when a planned special event or other peak activity is anticipated to affect the capacity of the parking lot, at the discretion of RAP.
2. If valet service is utilized, CONCESSIONAIRE shall prohibit the valet service operator from placing the valet parking kiosk and from parking cars on neighboring residential streets.
3. CONCESSIONAIRE shall coordinate in good faith with RAP to prioritize parking for golf patrons and mitigate parking and traffic impacts to the neighboring residential communities.

**SECTION 6. FURNITURE, FIXTURES, AND EQUIPMENT / IMPROVEMENTS / REFURBISHMENT**

**A. Furniture, Fixtures, and Equipment (FF&E)**

CONCESSIONAIRE shall provide and install FF&E in the following amounts as listed in the RFP Exhibit E (FF&E, Capital Improvements, and Refurbishment Plan):

(Sample categories:)	
Kitchen, Cookline, Food Preparation Areas	\$x,xxx,xxx
Other Furniture, Fixtures and Equipment	\$x,xxx,xxx
Décor	\$x,xxx,xxx
POS System, Wi-Fi* and other electronic audio, visual, communications	\$x,xxx,xxx
-----	
Total:	\$x,xxx,xxx

\*Provision of Wi-Fi (up to 80% of the maximum capacity of customers will be able to access Wi-Fi simultaneously with a concurrent download speed of 10 megabits per second.)



The \_\_\_\_\_ Dollars (\$x,xxx,xxx) investment must be spent on the CONCESSION or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the FF&Es as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the FF&E fulfillment as set forth in its Proposal. Paid invoices by CONCESSIONAIRE shall be submitted to RAP for verification.

CONCESSIONAIRE shall complete the FF&E fulfillment as submitted in the Proposal, as may be further refined and approved by City, within \_\_\_\_\_ months from the Commencement Date as set forth in Section 4 of this Agreement.

## **B. Improvements**

CONCESSIONAIRE shall undertake and complete the following improvements:

- As proposed item 1
- As proposed item 2

The total estimated value is \$\_\_\_\_\_.

Improvements must comply with the Americans with Disabilities Act (ADA).

The \_\_\_\_\_ Dollars (\$x,xxx,xxx) investment must be spent on the CONCESSION or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the improvements as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the improvements as set forth in its Proposal. Paid invoices by CONCESSIONAIRE shall be submitted to RAP for verification.

CONCESSIONAIRE shall complete the improvements as submitted in the Proposal, as may be further refined and approved by City, within \_\_\_\_\_ months from the Commencement Date as set forth in Section 4 of this Agreement.

## **C. Refurbishment**

CONCESSIONAIRE shall undertake and complete the following as part of their refurbishments.

- Remodel of the Halfway House
- Remodel of the cabana bar near the driving range
- 

The total estimated value is \$\_\_\_\_\_.

Refurbishments must comply with the Americans with Disabilities Act (ADA).

The \_\_\_\_\_ Dollars (\$x,xxx,xxx) investment must be spent on the CONCESSION or the CONCESSIONAIRE will pay the unspent difference to RAP. In the event that the proposed dollar amount listed above is not sufficient to complete the renovations as specified in its Proposal, CONCESSIONAIRE shall be responsible for any additional costs to complete the refurbishments as set forth in its Proposal. Paid invoices by CONCESSIONAIRE shall be submitted to RAP for verification.

CONCESSIONAIRE shall complete the refurbishments as submitted in the Proposal, as may be



further refined and approved by City, within \_\_\_\_\_ months from the Commencement Date as set forth in Section 4 of this Agreement.

For Sections 6.A, 6.B, and 6.C above, the following apply:

All new FF&E Fulfillment, Improvements, and Refurbishment or substitutions permitted by RAP shall become the property of RAP and CONCESSIONAIRE shall ensure that title to all such new FF&E Fulfillment, Improvements, and Refurbishment shall be vested in RAP. At the conclusion of each, CONCESSIONAIRE shall submit proof of project completion to RAP, which shall include paid invoices by CONCESSIONAIRE. RAP shall review the projects for completion as proposed and determine if RAP is satisfied with the quality of work

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of FF&E Fulfillment, Improvement, and Renovation, or substitutions permitted by RAP, according to approved plans, regardless of cost. RAP will approve all design and construction plans and drawings prior to commencement of any work at the PREMISES. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for FF&E Fulfillment, Improvement, and Renovation shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, not completed as stipulated, or not completed to the reasonable satisfaction of RAP pursuant to the approved plans. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in Section 14, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified in the written approval, or as prescribed by RAP pursuant to the terms of this AGREEMENT, are subject to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit. At the conclusion of each project, CONCESSIONAIRE shall submit proof of project completion to RAP. At that point, RAP will inspect the submitted improvement to confirm completion. All improvements shall become the property of RAP. Additionally, if the value of all completed required and optional improvements is less than the amount specified in Section 6 of this AGREEMENT, CONCESSIONAIRE will be responsible to RAP for payment of the difference within thirty (30) days of written notification.

Subject to Section 5.T., RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

Improvements by CONCESSIONAIRE to the PREMISES are subject to:

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

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances (including those regarding historic and cultural monuments), building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore



shall at all times remain with CONCESSIONAIRE.

**2. Procurement of Permits and Approvals**

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

**3. Subcontractors**

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

**D. Ongoing Refurbishment**

CONCESSIONAIRE shall perform annually maintenance and repair to the CONCESSION and equipment (including to any improvements thereto), regardless if the items to be maintained or repaired are City-owned or property of CONCESSIONAIRE, during the term of the AGREEMENT in order to maintain operations in a safe, clean, attractive environment.

RAP shall have reasonable discretion to schedule/order refurbishments with CONCESSIONAIRE upon inspection of the PREMISES.

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

The CONCESSIONAIRE must operate the CONCESSION 365 days a year. CONCESSIONAIRE shall coordinate hours of operation with RAP to coincide with golf operations. For the avoidance of doubt, if the Facility is closed, the CONCESSION may be closed accordingly. However, CONCESSIONAIRE may elect to open the CONCESSION when the FACILITY is closed. Notwithstanding the foregoing, the restaurant and banquet hall shall not be open to the public beyond 10:30 p.m.

Minimum hours of operations are thirty minutes before the first tee-time until thirty minutes after sunset. RAP may agree to extend the hours of operation upon request of the CONCESSIONAIRE at RAPs discretion. Any deviation from the hours specified shall be subject to prior written approval by RAP.

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

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

**A. Minimum Annual Guarantee**



Beginning in year 3, a Minimum Annual Guarantee (MAG) will be established for each contract year, equaling ninety percent (90%) of the previous year's payable concession fee. The concession fee for years 3-15 shall be the greater of the MAG or the percentage amounts by category specified below. In no event shall the MAG in any year be less than the previous year's MAG.

**B. Rental Payment Calculation**

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

For years 1-3 Revenue share to the City is a percentage of gross receipts on all sales in various categories, calculated and paid monthly:

- \_\_\_\_\_ percent (\_\_\_6%) of gross receipts on all sales of food and non-alcoholic beverages; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all sales on alcohol; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all special events; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all vending machine sales.

For years 3-15, the greater of:

or

- One-twelfth of the Minimum Annual Guarantee;
- \_\_\_\_\_ percent (\_\_\_6%) of gross receipts on all sales of food and non-alcoholic beverages; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all sales on alcohol; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all special events; and
- \_\_\_\_\_ percent (\_\_\_%) on gross receipts of all vending machine sales.

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

**C. Payment Due**

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

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

**D. Gross Receipts Defined**

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

1. Cash discounts allowed or taken on sales;



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

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

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

**E. Monthly Revenue Reports**

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit H)



for the month for which a payment is submitted.

**F. Late Payment Fee**

Failure of CONCESSIONAIRE to timely pay any of the monthly rental payment or any other fees, charges, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary, provided that RAP shall not terminate or take such other legal action until RAP has first provided CONCESSIONAIRE with written notice of such non-payment and CONCESSIONAIRE has had a period of thirty (30) days from receipt thereof to cure such non-payment, pursuant to Section 20 hereof.

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

The charges for late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, but in no event higher than the maximum rate allowed by law, assessed monthly, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.

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

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

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

**SECTION 9. ADDITIONAL FEES AND CHARGES**

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be



and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.

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

## **SECTION 10. INSURANCE**

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

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

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

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

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

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

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



CONCESSIONAIRE shall clean and restock all shared restrooms every day after \_\_\_\_ o'clock (a.m.)/p.m. until closing. RAP will provide paper goods and hand soap. CITY shall clean and stock the restrooms from morning until \_\_\_\_\_ o'clock (a.m.)/p.m. daily.

2. Duties:

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

RAP shall be responsible for the maintenance and repair outside of the PREMISES, including the shared restrooms and related fixtures such as lighting, toilets and faucets.

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

RAP shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by RAP which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, RAP shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with debris from all operations.

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

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

**D. Property Damage and Theft Reporting**

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

**E. Damage or Destruction to Premises**

**1. Partial Damage**

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by RAP at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused



by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expense incurred in making such repairs.

2. **Extensive Damage**

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

3. **Complete Destruction**

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, RAP shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and charges shall not abate and RAP may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing RAP for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying RAP rent as determined above during the rebuilding of the facility.

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

In the application of the provisions set forth in Paragraph 1 and 2 of this Section 11.E., RAP shall be obligated to, repair or reconstruct the PREMISES, subject to the provisions set forth therein. CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurbishing/reequipping shall be equivalent in quality to that originally installed.

F. **Pest Control**

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



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

In the course of conducting pest control, CONCESSIONAIRE shall adhere to RAP's Integrated Pest Management (IPM) Program which emphasizes commitment to utilize the safest and least toxic means available to control harmful and unwanted pests. Use of all second-generation anticoagulant rodenticides are prohibited. They are not allowed anywhere on park property, whether in or outside buildings. All anticoagulant rodenticides are known to be detrimental to wildlife but second-generation rodenticides are especially detrimental to the natural order of ecosystems. Natural predators, such as hawks, owls, coyotes and bobcats feed on rodents, thus helping control rodent populations.

Efforts should be made to use mechanical or electronic traps rather than poisons. If bait boxes are used, California law mandates bait boxes be securely anchored and labeled with the agent used.

CONCESSIONAIRE shall submit a scope of work for any proposed pest management services subcontracted and shall not subcontract without prior RAP approval. Requests for approval shall be sent to RAP's Principal Grounds Maintenance Supervisor II of the Forestry Division at [Leon.Boroditsky@lacity.org](mailto:Leon.Boroditsky@lacity.org) with a copy to the Concessions Manager at [Rachel.Ramos@lacity.org](mailto:Rachel.Ramos@lacity.org).

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

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

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of RAP. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

## **SECTION 12. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the



public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;

3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the PREMISES;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
9. Allow any sale by auction upon the PREMISES;
10. Permit undue loitering on or about the PREMISES;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.



### **SECTION 13. RATIFICATION**

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

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

CONCESSIONAIRE shall provide RAP a sum equal to Twenty-Seven Thousand Five Hundred Dollars (\$27,500) (the "Performance Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT. RAP acknowledges receipt of the Performance Deposit as of the date of this AGREEMENT.

#### **Form of Deposit**

CONCESSIONAIRE'S Deposit shall be in the following form:

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

A. **Agreement of Deposit and Indemnity**

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

B. **Maintenance of Deposit**

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

C. **Return of Deposit to CONCESSIONAIRE**

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

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

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

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



interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

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

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

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

#### **SECTION 17. BUSINESS RECORDS**

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

A. **Employee Fidelity Bonds**

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

B. **Cash and Record Handling Requirements**

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



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

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

**C. Method of Recording Gross Receipts**

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

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

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

In addition, RAP may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30)



days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

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

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

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

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

CONCESSIONAIRE shall conform to:

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

### **C. Permissions**

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

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

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



forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

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

**E. Control of Premises**

Subject to Section 5.T, RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

**F. Business Inclusion Program**

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

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

**G. First Source Hiring Ordinance**

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
  - a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to



the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

- b. Interview qualified individuals referred by EWDD; and;
  - c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
- 3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
  - 4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

#### H. **ZERO WASTE ORDINANCE**

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

#### I. **CEC Form 50**

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

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

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



more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

**J. CEC Form 55**

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

**SECTION 19. SURRENDER OF POSSESSION**

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

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

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all personal property owned by Concessionaire and leave the Premises in good condition, ordinary wear and tear excepted. CONCESSIONAIRE will have seven (7) days to effect removal and restoration. CONCESSIONAIRE may at its option accept all or a portion of the works, structures, or other improvements on behalf of RAP in lieu of all or a portion of the removal or restoration required herein.

**SECTION 20. CERTAIN TERMINATION PROVISIONS**

A. The AGREEMENT may be terminated by CONCESSIONAIRE, via 30-day written notice, upon the happening of any of the following events:

1. The permanent abandonment by RAP or the CITY of the FACILITY or the permanent removal of all RAP services, or a material portion thereof which materially adversely affects CONCESSIONAIRE'S operations, from the FACILITY; or
2. The assumption by the United States Government or any authorized agency thereof, or the state of California or any authorized agency thereof, of the operation, control or use of the FACILITY or any substantial part thereof, in such manner as to materially restrict CONCESSIONAIRE from operating thereon.

B. In connection with the provisions set forth in Subparagraph 1 of Paragraph B (Termination for Breach of Contract) of PSC-9 of the Standard Provisions of City Contracts, CITY and CONCESSIONAIRE agree that CITY shall provide written notice of default and grant CONCESSIONAIRE a period of thirty (30) calendar days from receipt of such written notice of default to cure a breach of the AGREEMENT involving the non-payment of any monthly or percentage rental



payment or any other fees, charges or payments required to be paid by the CONCESSIONAIRE under this AGREEMENT; provided, however, that CONCESSIONAIRE shall remain responsible for the payment of any late fees associated with any such breach in accordance with Section 8.F.

In connection with the provisions set forth in Paragraph A (Termination for Convenience) of PSC-9 of the Standard Provisions for City Contract (Rev.1.25 [v.2]) attached hereto as Exhibit A, CITY and CONCESSIONAIRE agree that the "reasonable and allowable costs" payable to the CONCESSIONAIRE under such paragraph shall include the then undepreciated net Book Value (as calculated based on a 10 year straight-line depreciation) of all improvements completed as part of the Redevelopment Project, as of the date of termination. The term "Book Value" shall mean the following amounts described below:

1. An amount equal to the actual costs incurred by CONCESSIONAIRE (as evidenced by invoices and other supporting documentation as may be reasonably required by CITY) for the design, construction and completion of the Redevelopment Project improvements as set forth in Section 6, but in no event exceeding the costs set forth in Section 6.

## **SECTION 21. NOTICES**

**A. To RAP:**

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

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

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

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

**B. To CONCESSIONAIRE:**

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

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

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

TBA, LLC  
Jane Smith  
1234 Main Street  
Los Angeles, CA 90000



[jane.smith@tba.llc.com](mailto:jane.smith@tba.llc.com)

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

## **SECTION 22. INCORPORATION OF DOCUMENTS**

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

- A. Standard Provisions for City Contracts (Rev.1.25 [v.2])
- B. Concession Premises Map
- C. Proposal submitted by [Awarded Concessionaire's Name Here] on xx/xx/2025 in response to RFP CON-G25-003
- D. Good Food Purchasing Program (Rev. 9/17)
- E. City-Owned Equipment List
- F. Form General No. 87 "Non-Employee Accident or Illness Report"
- G. New Equipment to be Purchased by Concessionaire
- H. Monthly Revenue Report
- I. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- J. Special Occurrence and Loss Report
- K. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- L. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- M. Schedule C, Final Subcontracting Report
- N. Zero Waste Ordinance
- O. CEC Form 50, Bidder Certification

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M, 15) Exhibit N, and 16) Exhibit O.

*(Signature Page to Follow)*



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

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

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

TBA, LLC

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

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

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

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

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

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



## **ATTACHMENT A**

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



## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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



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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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



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

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

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

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

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

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

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

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



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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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



**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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



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

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

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

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



## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

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

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

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

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



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

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

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

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



Required Insurance and Minimum Limits

Name: Date:

Agreement/Reference:

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

Workers' Compensation (WC) and Employer's Liability (EL)

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

WC

Statutor

Y

EL

General Liability

☐ Products/Completed Operations

☐ Fire Legal Liability

☐

☐

Sexual Misconduct

Automobile Liability

(for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability

(Errors and Omissions)

Discovery Period

Property Insurance

(to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other:



## Required Insurance and Minimum Limits

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

Date: 08/14/2025Agreement/Reference: Request for Proposal - Food & Beverage Concessions - Rancho Park Golf Course

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

### Limits

---

**✓ Workers' Compensation (WC) and Employer's Liability (EL)**
WC StatutoryEL \$ 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

---

**✓ General Liability** City of Los Angeles must be named as an additional insured party
\$ 1,000,000☒ Products/Completed Operations☐ Sexual Misconduct \_\_\_\_\_☒ Fire Legal Liability 100,000☒ \$2,000,000 aggregate

---

**✓ Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
1,000,000


---

**Professional Liability** (Errors and Omissions)
Discovery Period 12 months after completion of work or date of termination


---

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood \_\_\_\_\_☐ Builder's Risk☐ Earthquake \_\_\_\_\_☐ \_\_\_\_\_

---

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


---

**Crime Insurance**


---

**Other:** Provided to: Stanley Woo

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.





PURCHASING  
PROGRAM

# Good Food Purchasing Program:

PURCHASING STANDARDS FOR  
FOOD SERVICE INSTITUTIONS

v3.0 // 2023





## FOREWORD

by Alexa Delwiche

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

EQUITY, ACCOUNTABILITY, TRANSPARENCY

LOCAL AND COMMUNITY-BASED ECONOMIES

ENVIRONMENTAL SUSTAINABILITY

VALUED WORKFORCE

ANIMAL WELFARE

COMMUNITY HEALTH AND NUTRITION

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

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

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



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

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



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

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

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





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## ACKNOWLEDGEMENTS

The Good Food Purchasing Standards 3.0 reflect the expertise and wisdom of hundreds of individuals and organizations who have contributed feedback and expertise during this update process and over the course of the last five years. We are grateful for the input, review, and partnership of the following people:

**Aaron Krulc**, Minneapolis Public Schools  
**Agnes (Wai Ling) Mak**, NYC Department for the Aging  
**Alejandra Marquez**, University of Texas, Austin  
**Alexandra (Alex) Emmott**, San Francisco Unified School District  
**Aliza Wasserman**, City of Boston Office of Food Justice  
**Allison Cairns**, Oxnard School District  
**Allison England**, Oceanview School District  
**Amanda Harvey**, Fresno Unified School District  
**Amanda Rohlich**, City of Austin, Office of Sustainability  
**Amber Hansen**, Health Care Without Harm  
**Amy O'Rourke**, Cook County Department of Public Health  
**Amy Thompson**, Boulder Valley School District  
**Ana-Alicia Carr**, American Heart Association  
**Andrew deCoriolis**, Farm Forward  
**Angela Vasquez**, St. Louise Regional Hospital  
**Anna Canning**, Fair World Project (formerly)  
**Anna Jackson**, Ventura Farm to School Collaborative  
**Annmarie Marmolejo**, Los Angeles Unified School District  
**Aram Pirjanian**, LA Parks Department  
**Ariana Oatman**, Chicago Public Schools  
**Aubrey Pongluelert**, Anchors in Action  
**Barbara Jellison**, West Contra Costa Unified School District  
**Bela Garces**, Real Food Generation (formerly)  
**Ben Goldsmith**, Farm Forward  
**Bertrand Weber**, Minneapolis Public Schools  
**Bob Martin**, Johns Hopkins Center for a Livable Future  
**Bonnie Christensen**, Berkeley Public Schools  
**Brennan Grayson**, Cincinnati Interfaith Worker Center  
**Brett Tolley**, North American Marine Alliance  
**Brian Arp**, Denver Red Rocks Amphitheater  
**Brian Ford**, Alameda County Probation  
**Brian Krol**, San Francisco Sheriff's Office  
**Bridget O'Brien Wood**, Buffalo Public Schools  
**Brittney Stretsbery**, District of Columbia Public Schools  
**Camala Jones**, Austin Convention Center  
**Captain Kevin McConnell**, San Francisco Sheriff's Office  
**Captain Stephanie Colmenero**, San Francisco Sheriff's Office  
**Carlos Obando**, NYC Department of Homeless Services  
**Carol Ratchpaul**, NYC Department of Corrections  
**Caroline Juarez**, Austin Independent School District  
**Cassandra Ogren**, International Brotherhood of Teamsters  
**Catherine Webb**, Anchors in Action  
**Chef Michael Jenkins**, Zuckerberg San Francisco General Hospital  
**Chris Tricarico**, NYC Department of Education  
**Christina Bronsing-Lazalde**, Real Food Media  
**Christina Gutierrez**, Santa Clara Valley Medical Center  
**Christina Spach**, Food Chain Workers Alliance  
**Christine Kuo**, Anchors in Action  
**Christine Tran**, Los Angeles Food Policy Council (formerly)  
**Clint Lara**, Fresno Unified School District  
**Colleen Lammel**, Chicago Parks District  
**Courtney Crenshaw Lusk**, Health Care Without Harm  
**Craig Willingham**, CUNY Urban Food Policy Institute  
**Crystal Berg**, Alachua County Public Schools  
**Cynthia Ware**, NYC Human Resources Administration  
**Daisy Freund**, ASPCA  
**Daniel Guillen**, NYC Department of Youth & Community Development  
**Danielle DiCristfano**, Cook County Juvenile Temporary Detention Center  
**Darryl Ratray**, NYC Department of Youth & Community Development  
**Dave Love**, Johns Hopkins University  
**David Siegel**, NYC Department for the Aging  
**Dawn Stone**, Escondido Unified School District  
**Deb Trevor**, Boulder Valley School District  
**Deborah Anderson**, Alameda County Probation  
**Deborah Ventricelli**, Boston Public Schools  
**(Dee) Dgawanti Parbhudial**, NYC Administration for Children's Services  
**Dennis Olson**, United Food and Commercial Workers  
**Diana Cangemi**, NYC Department of Homeless Services  
**Dr. Jas Ratliff**, National Black Food & Justice Alliance  
**Dr. Steven Chen**, ALL IN, Alameda County  
**Edwin Marty**, City of Austin, Office of Sustainability  
**Eliza Novak**, Boston Good Food Purchasing Coalition  
**Elliott Smith**, Kitchen Sync Strategies  
**Elly Brown**, San Diego Food System Alliance  
**Elvis Lavarreda**, Laguna Honda Hospital  
**Emma Sirois**, Health Care Without Harm  
**Eric Zacarias**, Cincinnati Public Schools  
**Fa-Tai Shieh**, NYC Department of Citywide Administrative Services  
**Fabienne Laraque**, NYC Department of Homeless Services  
**Florence Simpson**, Los Angeles Unified School District  
**Gail Feenstra**, University of California, Davis Sustainable Agriculture Research & Education Program  
**Glenn O'Connor**, NYC Department of Corrections  
**Hannah Lee**, Fresno Unified School District  
**Hannah Weinronk**, Real Food Generation (formerly)  
**Hillary Dalton**, Compassion in World Farming  
**Rick Huking**, Alameda County Sheriff's Office  
**Ian Long**, Alameda County Probation  
**Ivy Marx**, Los Angeles Unified School District



**Jacelyn Lee**, NYC Health + Hospitals  
**James Murdock**, Cook County Juvenile Temporary Detention Center  
**Jan Pakan**, Chicago Public Schools  
**Janelle Daniels**, NYC Administration for Children's Services  
**Janet Margosian-Hein**, Fresno Unified School District  
**Jason Mojica**, Chicago Public Schools  
**Jeffery Garcia**, School Board of Alachua County  
**Jennifer Herd**, City of Chicago Department of Public Health  
**Jennifer LeBarre**, San Francisco Unified School District  
**Jerry Tan**, NYC Department for the Aging  
**Jessi Silverman**, Center for Science in the Public Interest  
**Jessica Church**, Centura Health  
**Jessica Gilbert-Overland**, Good Food Buffalo Coalition  
**Jessica Shelly**, Cincinnati Public Schools  
**Jessie Navarro**, Anchors in Action  
**Jewel Amberger**, Austin Independent School District  
**Jezra Thompson**, Berkeley Public Schools  
**Jill Berry**, NYC Human Resources Administration  
**Jim Walker**, University of Texas  
**Joanna Carino**, Hueneme Unified School District  
**John Caramucci**, San Francisco Sheriff's Office  
**John Martin**, Denver Museum of Nature and Science  
**John Stoddard**, Health Care Without Harm  
**Jon Russell**, North American Marine Alliance  
**Jose Oliva**, HEAL Food Alliance  
**Joseph Jones**, NYC Human Resources Administration  
**Joshua Davidson**, San Francisco Unified School District  
**Julie Chessen**, Ojai Unified School District  
**Julius Otto**, Chicago Parks District  
**Justin Miguel**, Alameda County Sheriff's Office  
**Justine Britten**, Chicago Public Schools  
**Kara Muniz**, Ventura Unified School District  
**Kara Shannon**, ASPCA  
**Karen Baker**, Alameda County Probation  
**Kari Hamerschlag**, Friends of the Earth  
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## INTRODUCTION

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

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

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

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

“

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

—DONELLA H. MEADOWS



## WHAT ARE THE STANDARDS?

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

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



Photo: Grocery Walk with DC Greens



## How are the Good Food Purchasing Standards different?

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

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

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

01

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

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

02

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


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

03

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

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





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

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

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

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

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

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

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



## GOOD FOOD PURCHASING PROGRAM RATINGS



### GOOD FOOD LEADER: BRONZE

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

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



### GOOD FOOD LEADER: SILVER

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



### GOOD FOOD LEADER: GOLD

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



## VALUE CATEGORY SUMMARY CHECKLIST

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

### GOOD FOOD LEADER: GOLD CHECKLIST

#### OVERARCHING REQUIREMENTS

- ☐ Complete a Good Food Purchasing Program assessment
- ☐ Commit to the reporting requirements and commit to improvement over time
- ☐ Implement an action plan aimed at maintaining Good Food Leader: Gold status
- ☐ Implement ten or more Additional Strategies, including at least one in each value category

#### EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS

- ☐ Report annually on progress towards fundamental strategies
- ☐ Share purchasing data, assessments, purchasing targets, and/or implementation plans publicly
- ☐ Dedicate staff time to community engagement
- ☐ Develop a supplier/vendor diversification plan

#### LOCAL AND COMMUNITY- BASED ECONOMIES REQUIREMENTS

- ☐ Meet purchasing targets for local and community-based sourcing
- ☐ Meet purchasing target for suppliers who have experienced negative systemic social and/or economic impacts (in year three and later)
- ☐ Meet purchasing target for suppliers who identify as people of color (in year three and later)

#### ENVIRONMENTAL SUSTAINABILITY REQUIREMENTS

- ☐ Meet purchasing targets for sustainable sourcing and/or reduction targets for carbon and water footprint
- ☐ Make and implement a plan to eliminate seafood products listed as "Avoid" by Monterey Bay Aquarium Seafood Watch

#### VALUED WORKFORCE REQUIREMENTS

- ☐ Meet purchasing targets for sourcing from fair suppliers
- ☐ Ensure vendors and suppliers respect workers rights and comply with labor laws through contractual requirements and enforcement

#### ANIMAL WELFARE REQUIREMENTS

- ☐ Meet purchasing targets for sourcing high animal welfare products and/or reduction targets for weight of animal products sourced to divert animal lives from the food system
- ☐ Serve plant-based entree options at each meal service

#### COMMUNITY HEALTH & NUTRITION REQUIREMENTS

- ☐ Increase whole/minimally processed food purchases
- ☐ Purchase animal products raised without routine antibiotic usage
- ☐ Meet checklist targets



## EQUITY, ACCOUNTABILITY, AND TRANSPARENCY

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



Photo: Buyer and Supplier Mixer with Chicago Food Policy Action Council



## EQUITY, ACCOUNTABILITY, AND TRANSPARENCY REQUIREMENTS

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

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

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

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

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



# LOCAL AND COMMUNITY-BASED ECONOMIES

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





## LOCAL AND COMMUNITY-BASED ECONOMIES

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

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

Photo: Austin Independent School District





# LOCAL AND COMMUNITY-BASED ECONOMIES

## PURCHASING STRATEGIES

INITIAL

>>

YEAR 3

>>

YEAR 5

Purchase Local Food

Purchase Local Food and Prioritize Suppliers Who have Experienced Negative Systemic Social and/or Economic Impacts

## SOURCING TARGETS

INITIAL

>>

YEAR 3

>>

YEAR 5

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

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

Meet Initial Targets

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

**15%** AT LEVEL 3 OR

**20%** AT LEVEL 2 OR

**25%** AT LEVEL 1

**10%** of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.<sup>3</sup>

**15%** of local qualifying food comes from suppliers who have experienced negative systemic social and/or economic impacts such as (but not limited to) people who are (or have been) impacted by poverty and food insecurity, women, veterans, persons with disabilities, or People of Color.<sup>7</sup>

**5%** of local qualifying food comes from suppliers who identify as People of Color.<sup>4,5,6</sup>

**10%** of local qualifying food comes from suppliers who identify as People of Color.<sup>8,9,10</sup>

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

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

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

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

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

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

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

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



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

### LEVEL 1<sup>12</sup>

#### SCALE (revenue):

- **Produce:** Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture<sup>13</sup>) >\$5 million
- **Other:**<sup>14</sup> Very large-scale operations >\$50 million<sup>15</sup>

### LEVEL 2

#### SCALE (revenue):

- **Produce:** Large scale operations (\$1 million-\$5 million)
- **Other:**<sup>16</sup> Large-scale operations (\$20 million-\$50 million)

### LEVEL 3

#### SCALE (revenue):

- **Produce:** Medium scale operations <\$1 million
- **Other:**<sup>17</sup> Medium scale operations <\$20 million

— AND —

#### OWNERSHIP:

Privately, cooperatively, or nonprofit owned and operated, or B Corp certified

— AND —

#### LOCATION<sup>18</sup>:

Production location is within 250 miles (or 500 miles<sup>19</sup> for meat, poultry, and seafood)



<sup>11</sup> Supplier qualities (such as ownership demographics or structure) and product attributes that cannot be verified via certification, business registration, or public claims may also be verified through an approved Locally-Led Verification program proposal for qualifying suppliers. For more information on Locally-Led Verification, See Appendix G: Locally-Led Supplier Verification Pilot Program Guidance

<sup>12</sup> Aggregated products (like dairy and produce) that 1) are purchased from an aggregator that qualifies for location and ownership criteria; and 2) are majority (75%+) supplied by suppliers (of any scale) that also qualify for location and ownership criteria, will qualify.

<sup>13</sup> United States Department of Agriculture (January 2015).

<sup>14</sup> Multi-ingredient products with ingredients that can be verified as majority local (50%+) will qualify. Credit will be weighted as follows:

- 100% credit if source farm qualifies
- 66% credit if processor/shipper, but NOT source farm, qualifies

<sup>15</sup> See Appendix A: Frequently Asked Questions for more information about revenue range for Level 1.

<sup>16</sup> See footnote 13.

<sup>17</sup> See footnote 13.

<sup>18</sup> Institutions may submit an alternative geographic radius if they: meet ownership structure requirements; provide a justification that production capacity within 250 miles (500 miles for meat, poultry, and seafood) is insufficient to meet program goals; leverage an existing standard definition; and secure written approval from key stakeholders (diverse community coalition, student/patient council, or other existing stakeholder body).

<sup>19</sup> See Appendix A: Frequently Asked Questions for more information about expanded local radius for animal products.



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

## ENVIRONMENTAL SUSTAINABILITY



Photo: Coho salmon trolling in Southeast Alaska courtesy of DC02



## ENVIRONMENTAL SUSTAINABILITY

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

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





# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING STRATEGIES

INITIAL

>>

YEAR 5

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

## SOURCING TARGETS

INITIAL

>>

YEAR 5

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

### OPTION 1: Purchase Environmentally Sustainable Food

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

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

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

### OPTION 1: Increase Environmentally Sustainable Food Spend

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

**15%** AT LEVEL 3 OR

**20%** AT LEVEL 2 OR

**25%** AT LEVEL 1

### OPTION 2: Reduce Carbon and Water Footprint

**REDUCE 5% FROM BASELINE YEAR**

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

**AND**

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

### OPTION 2: Reduce Carbon and Water Footprint

**REDUCE 25% FROM BASELINE YEAR**

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

**AND**

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

Continued on pg. 23

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

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

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

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

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

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

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

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

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

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

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



## SOURCING TARGETS, CONTINUED

INITIAL

>>

YEAR 5

**FOR ALL OPTIONS 1-3 BELOW:** Work with vendors to eliminate all purchases of wild-caught and farmed seafood listed as “Avoid” by Monterey Bay Aquarium Seafood Watch<sup>31</sup> so that no “Avoid” seafood is purchased by Year 3.

**FOR ALL OPTIONS 1-3 BELOW:** By Year 3, and each subsequent year, no seafood purchased should be listed as “Avoid” by Monterey Bay Aquarium [Seafood Watch](#).

### OPTION 3: Purchase Environmentally Sustainable Food and Decrease Carbon and Water Footprint

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

**3%** AT LEVEL 3 OR

**7%** AT LEVEL 2 OR

**10%** AT LEVEL 1

AND

**REDUCE 3% FROM BASELINE YEAR**

Reduce carbon and water footprint by at least 3% from the baseline year **AND** perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in waste stream and implement at least two source reduction approaches<sup>32</sup> that maximize food waste reduction and environmental benefits.<sup>33</sup>

### OPTION 3: Increase Environmentally Sustainable Food Spend and Decrease Carbon and Water Footprint

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

**8%** AT LEVEL 3 OR

**12%** AT LEVEL 2 OR

**15%** AT LEVEL 1

AND

**REDUCE 15% FROM BASELINE YEAR**

Reduce carbon and water footprint by at least 15% from baseline year **AND** perform a food waste audit that identifies specific types, quantities, causes, and destinations of food in waste stream and implement at least three source reduction approaches<sup>34</sup> that maximize food waste reduction and environmental benefits.<sup>35</sup>

ENVIRONMENTAL SUSTAINABILITY

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

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

<sup>31</sup> See footnote 20.

<sup>32</sup> See footnote 28.

<sup>33</sup> See footnote 28.

<sup>34</sup> See footnote 28.

<sup>35</sup> See footnote 29.

<sup>36</sup> Poore and Nemecek (2018).

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

GOOD FOOD PURCHASING PROGRAM



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

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

### CERTIFICATION LOGOS



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

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





Photo: Brooklyn Grange rooftop farm production



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

## VALUED WORKFORCE





## VALUED WORKFORCE

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

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

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





# VALUED WORKFORCE

## SOURCING TARGETS

INITIAL

>>

YEAR 5

### Purchase food from suppliers with valued workforces

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

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

AND

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

### Increase food spend from suppliers with valued workforces

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

**15%** AT LEVEL 3 OR

**20%** AT LEVEL 2 OR

**25%** AT LEVEL 1

AND

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

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

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

### CERTIFICATION LOGOS



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

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

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



\*\*\*IN ORDER TO QUALIFY:

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

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

This is evidenced by:

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

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

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

<sup>43</sup> See Appendix J: Labor Law Compliance Contracts and Enforcement for more guidance.

<sup>44</sup> See Appendix J: Labor Law Compliance Contracts and Enforcement for examples of potential sanctions.

<sup>45</sup> Workers' right to organize and bargain collectively is protected by the National Labor Relations Act. Employer interference with this right is considered an Unfair Labor Practice.

<sup>46</sup> This may be enforceable at the program level regardless of the presence of a contractual agreement between the vendor and the institution.



Animal welfare encompasses all aspects of animals' wellbeing and high animal welfare is achieved when animals' physical, mental, and behavioral needs are met throughout their lives. This can be understood through the five domains of animal wellbeing: nutrition, physical environment, health, behavioral interaction, and mental/affective state.

## ANIMAL WELFARE

Farms and ranches with high animal welfare practices ensure responsible care and stewardship of farmed animals that also create positive impacts for the health of surrounding communities and ecosystems.







## ANIMAL WELFARE

Institutional procurement and related strategies focused on high animal welfare ensure that animals' wellbeing and needs are centered from birth to slaughter. Two critical pathways pursued in tandem can help our food system center high animal welfare and reduce the number of animals raised in the food supply chain:

- + sourcing from farmers and ranchers who are practicing high animal welfare; and
- + reducing the amount of animal products purchased and served by shifting towards plant-based foods.





# ANIMAL WELFARE

## PURCHASING STRATEGIES

- Purchase High Animal Welfare Products
- Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

## SOURCING TARGETS

INITIAL

>>

YEAR 5

**FOR ALL OPTIONS 1-3 BELOW:** Institution offers and promotes plant-based entrée options at every meal.<sup>47</sup>

### OPTION 1: Purchase High Animal Welfare Products<sup>48</sup>

Of the total dollars spent annually on food products, high animal welfare food sources contribute:

**5%** AT LEVEL 3 OR

**8%** AT LEVEL 2 OR

**10%** AT LEVEL 1

### OPTION 1: Increase Weight of High Animal Welfare Products

Of the total dollars spent annually on food products, within five years, high animal welfare food sources contribute:

**10%** AT LEVEL 3 OR

**15%** AT LEVEL 2 OR

**20%** AT LEVEL 1

### OPTION 2: Reduce Total Weight of Animal Products Sourced<sup>49</sup> to Reduce Number of Animal Lives Per Meal Served<sup>50</sup>

**REDUCE 15% FROM BASELINE YEAR**

Institution reduces the total *weight* of animal product sourced per meal by 15% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>51,52</sup>

### OPTION 2: Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

**REDUCE 35% FROM BASELINE YEAR**

Institution reduces the total *weight* of animal products sourced per meal by 35% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>53, 54</sup>

Continued on pg. 33

<sup>47</sup> Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.

<sup>48</sup> High animal welfare products may include poultry, beef, pork, eggs, and dairy.

<sup>49</sup> Animal products include beef, pork, seafood (excluding seaweed and kelp) and freshwater animals, poultry, eggs, and dairy.

<sup>50</sup> See Appendix A: Frequently Asked Questions for more information about animal product reduction measurements and methodology.

<sup>51</sup> Weight is measured in lbs.

<sup>52</sup> Weight of animal products sourced should stay the same or decrease across all individual animal product types.

<sup>53</sup> See footnote 51.

<sup>54</sup> See footnote 52.



## SOURCING TARGETS, CONTINUED

INITIAL

>>

YEAR 5

**FOR ALL OPTIONS 1-3 BELOW:** Institution offers and promotes plant-based entrée options at every meal.<sup>55</sup>

### OPTION 3: Purchase High Animal Welfare Products AND Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

Of the total dollars spent annually on food products, high animal welfare food sources contribute:

**3%** AT LEVEL 3 OR

**5%** AT LEVEL 2 OR

**8%** AT LEVEL 1

AND

**REDUCE 10% FROM BASELINE YEAR**

Institution reduces the total weight of animal product sourced per meal by 10% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>56,57</sup>

### OPTION 3: Purchase High Animal Welfare Products AND Reduce Total Weight of Animal Products Sourced to Reduce Number of Animal Lives Per Meal Served

Of the total dollars spent annually on food products, within five years, high animal welfare food sources contribute:

**5%** AT LEVEL 3 OR

**10%** AT LEVEL 2 OR

**15%** AT LEVEL 1

AND

**REDUCE 22% FROM BASELINE YEAR**

Institution reduces the total weight of animal product sourced per meal by 22% from the baseline year, using the number of lives conversion factors in Table B to determine the number of lives diverted from the institutional supply chain.<sup>58,59</sup>

ANIMAL WELFARE

TABLE B: Conversion Factors for Animal Lives per Pound Consumed

Animal Product Type	Total Lives per Pound Consumed <sup>60</sup>
Beef	0.0014
Chicken	0.3015
Milk	0.0000
Cheese	0.0002
Butter	0.0004
Yogurt	0.0001
Egg	0.0740
Fish	1.0284
Pork	0.1900
Crab	0.6699
Shrimp	42.7751
Turkey	0.0399

GOOD FOOD PURCHASING PROGRAM

<sup>55</sup> Institutions are encouraged to follow peer-reviewed behavioral science principles to promote plant-based foods, such as making plant-based meals the default or using choice architecture to ensure plant-based options are an easy and appealing choice.

<sup>56</sup> See footnote 51.

<sup>57</sup> See footnote 52.

<sup>58</sup> See footnote 51.

<sup>59</sup> See footnote 52.

<sup>60</sup> Numbers include both direct animal lives and indirect animal lives per pound consumed. Indirect animal lives accounts for any animal lives that went into feed and lives lost during the production process.



# QUALIFYING CRITERIA FOR HIGH ANIMAL WELFARE SOURCES<sup>61</sup>

	LEVEL 1	LEVEL 2	LEVEL 3
<b>DAIRY</b> Milk, Yogurt, Cheese, etc	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane</a></li> <li>• <a href="#">Global Animal Partnership: Step 2</a></li> <li>• <a href="#">Regenerative Organic Certified: Bronze*</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">100% Grassfed by Pennsylvania Certified Organic (PCO)</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Certified Grassfed by A Greener World***</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 4, 5, &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified: Silver &amp; Gold**</a></li> </ul>
<b>EGGS</b>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Barn Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 1 &amp; 2</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Free Range, Seasonal Pasture Raised, and Pasture Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 3, 4, &amp; 5</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Global Animal Partnership Step 5+</a></li> </ul>
<b>POULTRY</b> Chicken, Turkey, and Other Poultry	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Step 2</a></li> <li>• <a href="#">Certified Humane - Barn Raised</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane - Free Range and Pasture Raised</a></li> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership Steps: 4, 5 &amp; 5+</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Regenerative Organic Certified<sup>62</sup></a></li> </ul>
<b>BEEF</b> Cattle and Calves	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 1 &amp; 2</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> <li>• <a href="#">Certified Humane</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">100% Grassfed by Pennsylvania Certified Organic (PCO)*</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Steps 4, 5 &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Certified Grassfed by A Greener World***</a></li> </ul>
<b>PORK</b>	<ul style="list-style-type: none"> <li>• <a href="#">Certified Humane</a></li> <li>• <a href="#">Global Animal Partnership: Steps 1 &amp; 2</a></li> <li>• <a href="#">American Grassfed Association Certified</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Global Animal Partnership: Step 3</a></li> </ul>	<ul style="list-style-type: none"> <li>• <a href="#">Animal Welfare Approved by A Greener World</a></li> <li>• <a href="#">Global Animal Partnership: Steps 4, 5 &amp; 5+</a></li> <li>• <a href="#">Regenerative Organic Certified**</a></li> </ul>

## CERTIFICATION LOGOS



<sup>61</sup> If and when OLPS (Organic Livestock & Poultry Standards) are implemented and required within the USDA Organic program, and provided that they are adequately beneficial for animal welfare, the Good Food Purchasing Standards will be updated to include USDA Organic at the appropriate tier(s) per species.

<sup>62</sup> See Appendix A: Frequently Asked Questions for more information about the Regenerative Organic Certification for poultry.







Supporting communities in shaping their food environment with culturally relevant, nourishing foods improves health and wellbeing, ensures food sovereignty, and builds resilience to withstand and recover from economic and environmental disruptions.

## COMMUNITY HEALTH AND NUTRITION



Photo: New York State Black Farmers Skillshare with Food for the Spirit



## COMMUNITY HEALTH AND NUTRITION

Institutional procurement and related strategies focused on community health and nutrition promote healthy and resilient communities. Institutions act in partnership with their communities to improve health as they promote and expand access to nutritious food relevant to the people they serve. Institutions prioritize procuring whole or minimally processed<sup>63</sup> foods, including vegetables, fruit, and whole grains; and serving plant-forward foods, which honor communities' food traditions and protect against food-related chronic disease.

*Note: Different institution types may have differing abilities to directly impact community health and institutions serve different populations that may have varying health and nutritional needs.*

<sup>63</sup> Whole or minimally processed foods are defined by the NOVA classification system as group 1 foods. For more on Levels of Processing, see Appendix M: Levels of Processing Definitions.



Photo: Learning in the community garden with DC Greens



# COMMUNITY HEALTH & NUTRITION

## PURCHASING STRATEGIES

- Increase the amount of whole or minimally processed foods purchased
- Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes

## SOURCING TARGETS

INITIAL

>>

YEAR 5

**Increase the amount of whole or minimally processed foods purchased:<sup>64</sup>**

**INCREASE 5% FROM BASELINE YEAR**

**AND**

**Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:<sup>65,66</sup>**

**40% OF CHICKEN PRODUCTS**

**15% OF ALL OTHER ANIMAL PRODUCTS**

**AND**

**Earn 51% of Nutrition Checklist points**  
See checklist on pgs 39-40

**Increase the amount of whole or minimally processed foods purchased:<sup>67</sup>**

**INCREASE 25% FROM BASELINE YEAR**

**AND**

**Animal products purchased are raised without the use of antibiotics for disease prevention or for other routine purposes:**

**75% OF CHICKEN PRODUCTS**

**30% OF ALL OTHER ANIMAL PRODUCTS**

**AND**

**Earn 80% of Nutrition Checklist points**  
See checklist on pgs 39-40

<sup>64</sup> See footnote 63.

<sup>65</sup> See Appendix A: Frequently Asked Questions for more information about the placement of this target in Community Health & Nutrition.

<sup>66</sup> See Appendix A: Frequently Asked Questions for the definition of routine antibiotic usage. The Center for Good Food Purchasing may consider approval of additional narrowly defined, non-customary uses of certifications or programs upon request from community organizations (e.g. coalitions or food policy councils).

<sup>67</sup> See footnote 63.



## HIGH PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

Items with HIGH PRIORITY Designation are Worth TWO POINTS PER ITEM Met

## HEALTHY PROCUREMENT

<input type="checkbox"/>	1	Develop and implement a nutritional policy that covers all prepared and packaged foods using the Federal Food Service Guidelines or a higher standard. <sup>68</sup>
<input type="checkbox"/>	2	If meat is offered, reduce purchases of red and processed meat by 5% from the baseline year. <sup>69</sup>
<input type="checkbox"/>	3	Vegetables account for at least 15% of purchases by weight. Fruits, vegetables, whole grains, legumes, nuts, and seeds account for at least 50% of total food purchases by weight. <sup>70</sup>
<input type="checkbox"/>	4	All individually portioned food items contain $\leq 480$ mg sodium per serving; <sup>71</sup> Purchase “low-sodium” ( $\leq 140$ mg sodium per serving) whenever possible; or commit to implementing a sodium reduction plan for food and beverage purchases.
<input type="checkbox"/>	5	Added sugars (including natural and artificial sweeteners) in individually portioned food items should be no more than 10% of Daily Value per serving (or 5g per serving); or commit to implementing an added sugar reduction plan for food and beverage purchases. <sup>72</sup>

## HEALTHY FOOD SERVICE ENVIRONMENT

<input type="checkbox"/>	6	Healthy beverages <sup>73</sup> make up the majority <sup>74</sup> of beverage options offered. If healthy beverages account for at least 50% of beverage options offered, one point will be earned.
<input type="checkbox"/>	7	Offer free drinking water at all meals and throughout building(s), including water fountains and refillable water bottle stations.
<input type="checkbox"/>	8	Offer whole or minimally-processed plant-based <sup>75</sup> main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious plant-based main dish to anyone who requests it.

## HEALTH EQUITY

<input type="checkbox"/>	9	Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color, with the goal of increasing food security for these communities. <sup>76</sup>
<input type="checkbox"/>	10	Food service patrons and employees have access to healthy meals <sup>77</sup> with adequate time to eat <sup>78</sup> during their shifts or meal time.
<input type="checkbox"/>	11	Higher education and healthcare institutions conduct an annual survey on food insecurity. <sup>79</sup> Aggregate, anonymized results are shared publicly to inform strategies to address food insecurity. <sup>80</sup>

68 Food Service Guidelines for Federal Facilities, pages 13–14.

69 See Appendix K: Strategies and Resources for Plant-Based Menuing for examples.

70 Identified products can be fresh, frozen, canned, or dried without added sugars or high sodium content.

71 With the exception of the following foods:

- Sodium Standards for Purchased Food.
- Canned and frozen seafood:  $\leq 290$  mg sodium per serving.
- Canned and frozen poultry:  $\leq 290$  mg sodium per serving.
- Sliced sandwich bread:  $\leq 180$  mg sodium per serving.
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas):  $\leq 290$  mg sodium per serving.
- Cereal:  $\leq 215$  mg sodium per serving.
- Canned or frozen vegetables:  $\leq 290$  mg sodium per serving.
- Recommend “reduced” sodium (per FDA definition) sauce and other condiments.
- Recommend purchasing cheese:  $\leq 215$  mg sodium per serving.

72 Institution will receive full credit for meeting the targets; institution will receive partial credit if an added sweetener reduction plan is in place.

73 To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. See Appendix A: Frequently Asked Questions for more information about the definition of a healthy beverage.

74 100% for most institutions; 75% for higher education, corrections, and healthcare.

75 See Appendix A: Frequently Asked Questions for the definition of plant-based foods.

76 See Appendix L: Implementation Guidance for Community Health and Nutrition for examples of qualifying initiatives.

77 For free or for purchase.

78 Adequate time to eat must be 20 minutes of seated time or longer.

79 For higher education, the survey includes the campus community, including students, staff, and faculty. For healthcare, the survey includes staff and patients.

80 See footnote 76.





## PRIORITY CHECKLIST ITEMS FOR COMMUNITY HEALTH AND NUTRITION GOALS

Items with **PRIORITY** Designation are Worth **ONE POINT PER ITEM** Met

### HEALTHY PROCUREMENT



12

If juice is purchased, all juice purchased is 100% fruit juice<sup>81</sup> with no added sweeteners and vegetable juice is low sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <10 ounces for adults and children aged 7-18, and <4 ounces for children aged 1-6.



13

If dairy milk is offered, dairy milk purchased is fat-free, low-fat or reduced fat dairy milk<sup>82</sup> with no added sweeteners (including natural and artificial sweeteners).

- Where meals are served (schools, hospital patients, corrections), 100%<sup>83</sup> of dairy milk meets the criteria above.
- Where meals are sold (cafeterias, cafes, vending), at least 75% of dairy milk meets criteria above.

Low fat or nonfat options are available for other dairy products.



14

At least 50% of grain products purchased are whole grain rich.<sup>84</sup>



15

Offer minimally-processed, plant-based alternatives where dairy products are offered (milk and other dairy).<sup>85</sup>



16

Develop and implement a purchasing policy and program to eliminate food additives including artificial coloring and flavoring.<sup>86</sup>

### HEALTHY FOOD PREPARATION



17

Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming). Limit the use of deep frying to whole/minimally-processed foods (e.g. plantains) and eliminate the use of frozen or prepared items that are deep fried upon purchase.

### HEALTHY FOOD SERVICE ENVIRONMENT



18

All combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative AND offer fresh fruit or a non-fried vegetable as a side option.



19

Adopt one or more product placement strategies such as:

- Prominently feature fruit, non-fried vegetables, and/or water in high-visibility locations.
- Display healthy beverages in eye level sections of beverage cases (if applicable).
- Remove ultra-processed foods<sup>87</sup> from checkout register areas/point-of-purchase (if applicable).



20

Healthy food and beverage items are priced competitively or even favorably compared with non-health promoting alternatives.

<sup>81</sup> 100% fruit juice diluted with water and no added sweeteners also qualifies.

<sup>82</sup> See Appendix A: Frequently Asked Questions for more about the types of dairy included.

<sup>83</sup> Exceptions can be made for patient meals in hospital settings if approved by a healthcare provider.

<sup>84</sup> See Appendix A: Frequently Asked Questions for the definition of whole grains.

<sup>85</sup> See Appendix A: Frequently Asked Questions for more information about plant-based milk alternatives.

<sup>86</sup> See Appendix A: Frequently Asked Questions for more information about food additives.

<sup>87</sup> See Appendix M: Levels of Processing Definitions for the definition of ultra-processed food.





Photo: Kids watering kale in a community garden with DC Greens



ADDITIONAL STRATEGIES

Additional Strategies are the policies or practices of an institution that are aligned with the goals of each value category, but which may not be evident in purchasing records.

LOCAL AND  
COMMUNITY-  
BASED ECONOMIES  
STRATEGIES

At least 5% of local food is grown/raised or processed within 50 miles of the institution.

At least 5% of local food is purchased directly from small and mid-sized<sup>88</sup> (Level 3) independent<sup>89</sup> family farms and ranches.

Partner with local suppliers to express intent to purchase in ways that minimize risk to small and mid-size suppliers by engaging in advance planning or contracting and/or establishing MOUs.

At least 5% of local food is purchased directly from cooperative, food hub, or independent farmer-owned businesses.

At least 25% of food is purchased from a locally owned and operated distributor.

At least 15% of seafood is purchased from a community-based fishery.<sup>90</sup>

At least 1% of food purchased is composed of internationally-grown products produced by small-scale farmers and farmer-owned cooperatives (if internationally-grown products are purchased).<sup>91</sup>

Contract with a locally owned and operated food service management company.

Develop purchasing relationships with farms, ranches, and food businesses that are owned and operated by people of color but fall outside the local radius.

Support community-driven opportunities for local farms and food businesses to market their products on institutional campuses, including vending, catering, farmers markets, or farm stands.

Invest resources (money, infrastructure, or staff capacity) in community organizations supporting access to land, capital, and market access for suppliers who are people of color and other economically impacted populations.

Continued on pg. 45

88 Sizes refer to definitions provided in the Local and Community-Based Economies value category.  
89 See Appendix A: Frequently Asked Questions for the definition of independent family farm.  
90 See Appendix A: Frequently Asked Questions for the definition of community-based fisheries. Verified purchases from community-based fisheries qualify for credit in this strategy, but not toward local purchasing thresholds.  
91 Qualifying certifications: Small Producers Symbol, Fair for Life, Fairtrade International (coffee, sugar, and cocoa only), membership in Fair Trade Federation or World Fair Trade Organization, and coffee imported through Cooperative Coffees. Verified purchases from certified fair suppliers qualify for credit in this strategy but not toward local purchasing thresholds.



## LOCAL AND COMMUNITY-BASED ECONOMIES STRATEGIES

CONTINUED

Support or partner with organizations that promote the education, apprenticeships, and other training in ecological and regenerative agriculture for suppliers, including food service.

Make land or infrastructure available (via lease, cooperative agreements, or other means) in quantity or scale such that it supports the development and growth of farmers, ranchers, fishers, and other food businesses owned by a diversity of people of color and other economically and socially impacted communities.

Work with local/state agricultural marketing efforts to support farmers and ranchers in the region through institutional purchasing and product promotion.

Develop and promote resources to support small and mid-sized local suppliers of color to finance MWBE (Minority or Women-owned Business Enterprises) and food safety certification(s).

Invest in initiatives that promote job growth or business ownership opportunities for socially or economically impacted<sup>92</sup> communities and entrepreneurs.<sup>93</sup>

Examples of qualifying initiatives include:

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

<sup>92</sup> See footnote 1.

<sup>93</sup> Food or monetary donations for charitable causes do not count.



## ENVIRONMENTAL SUSTAINABILITY STRATEGIES

Offer whole or minimally-processed, plant-based main dishes at each meal service. For institutions offering only one meal option during a meal service, provide a nutritious, plant-based main dish to anyone who requests it.

Utilize the lower three [EPA Food Recovery Hierarchy](#) tiers (animal feed, industrial uses, and composting) for any remaining food waste.

Use reusable food serviceware whenever possible (e.g. cafeteria, to-go, patient tray, catering, or other retail outlets).

For those areas where disposables are needed, purchase certified commercially compostable single use food serviceware (e.g. certified by Biodegradable Products Institute) AND compost these items.

Eliminate plastic bottles and replace them with filtered tap water, providing reusable cups or bottles.

Work with vendors to reduce the amount of packaging on food products (e.g. replacing cardboard packaging in their food deliveries with reusable crates, which are then returned to the supplier).

Offer a variety of products in bulk such as:

- dried products (nuts and cereals), fruit, and bread stored in large self-serve bins or as bulk grab-n-go items;
- single-use condiment packets replaced with larger, refillable containers; and
- milk.

Offer price incentives for customers that bring their own coffee cups or food containers (if applicable).

Help small or mid-sized ecologically sustainable producers of color to finance approved environmental sustainability certifications.

Work with vendors and suppliers to source underutilized<sup>94</sup> species of seafood.

Use marketing and education programs to promote climate-friendly diets and ecologically sustainable food and farm businesses.

<sup>94</sup> See Appendix A: Frequently Asked Questions for more information about underutilized seafood.



## VALUED WORKFORCE STRATEGIES

Implement a policy that sets direct and contractor food worker wages at a local living wage or city/regional prevailing wage, whichever is higher. The policy should afford workers a living income based on a reasonable number of hours worked.

Sign a union contract with food service workers or have one already in place (both those directly hired and employees of a subcontracted food service company).

Implement a Labor Peace policy that requires that all food service vendors have a labor peace agreement with a labor union.

Help small, mid-sized, and/or biodiverse producers and food businesses of color to finance approved Valued Workforce programs and labels.<sup>95</sup>

Source products from suppliers with a union contract that implement an enhanced worker health and safety program certified by the union.<sup>96</sup>

Collaborate with unions to implement paid apprenticeships for workers in the food system.

## ANIMAL WELFARE STRATEGIES

Employ strategic marketing to highlight suppliers with high animal welfare practices. Examples include short bios, map markers, pictures illustrating the farm; or information about the farm's qualifying certification program(s).

Engage in dedicated plant-based and/or plant-forward meal planning and promote plant-based and/or plant-forward meal options with the goal of enticing eaters.

Help small, mid-sized, and/or biodiverse producers and ranchers of color to finance approved Animal Welfare certifications.

## COMMUNITY HEALTH AND NUTRITION STRATEGIES

Make nutritional information and ingredient lists for each item available.

Implement community health, food, and nutrition education programming. Examples of qualifying initiatives include:

- interactive/educational food-growing garden programs;
- district-wide required food and nutrition curriculum; and
- farm/processing site visits to regional producers.

Develop and implement a worksite wellness program that includes nutrition education for employees.

<sup>95</sup> A local labor union should be engaged to ensure workers are represented in the process.

<sup>96</sup> Criteria for an accepted enhanced worker health and safety program should include:

1. A union contract to ensure enforceability.
2. Any and all workers in the certified workplace have the right to stop operations when anything is "out of normal operations," free from reprisal.
3. A strong, well-trained, and engaged safety and health committee to oversee implementation, in which at least two thirds of the committee members are union members, while allowing for appropriate management membership and participation. Additionally:
  - all committee members must meet minimum training standards;
  - the committee must be made up of a diverse cross section of departments; and
  - there must be consistent reporting of all injuries and illnesses.
4. A strong evaluation process to learn if, and in what ways, the presence of the safety and health committee led to improvements in safety at the location.



## IMPLEMENTATION SUPPORT

In many ways, the Good Food Purchasing Standards 3.0 ask us to stretch and grow our collective understanding of values-based procurement and reflect on the role each of us in the Good Food Purchasing Program network play to support successful implementation.

The appendices include concrete definitions and high level implementation guidance on specific recommendations within the Standards to support this learning journey. We have also aggregated in-depth tools, resources, case studies, and more in an online Action Planning Toolkit to further support implementation.

As we invest, learn, and respond together as stakeholders, these sites and the Center's programming overall will continue being updated with new resources, success stories, and avenues for peer learning and collaboration.

### APPENDICES:

- [Appendix A: Frequently Asked Questions](#)
- [Appendix B: Anchors in Action Framework and Project Website](#)
- [Appendix C: Good Food Purchasing Policy Template](#)
- [Appendix D: Core Principles: Racial Equity, Climate Justice, and Food Sovereignty](#)
- [Appendix E: Fundamental Strategies](#)
- [Appendix F: Product Category Definitions](#)
- [Appendix G: Locally-Led Verification Pilot Description and Process](#)
- [Appendix H: Grower Affidavit for Environmental Sustainability](#)
- [Appendix I: Food Waste Audit and Source Reduction Strategy Guidance](#)
- [Appendix J: Labor Law Compliance, Contracts, and Enforcement Guidance](#)
- [Appendix K: Strategies and Resources for Plant Based Menuing](#)
- [Appendix L: Implementation Guidance for Community Health and Nutrition](#)
- [Appendix M: Levels of Processing Definitions](#)
- [Appendix N: Examples of Qualifying Programming and Initiatives for Additional Strategies](#)
- [Appendix O: Strategies for Improving Data Quality](#)
- [Appendix P: Additional Implementation Resources and Guidance](#)



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**CENTER**  
FOR  
GOOD FOOD PURCHASING

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Back cover photo: The Common Market distribution in Chicagoland,  
courtesy of Chicago Food Policy Action Council

Front cover photo: San Francisco Unified School District



ORDINANCE NO. 187718

An ordinance adding a new Article 27 to Chapter 1, Division 10 of the Los Angeles Administrative Code relative to the reduction of single-use plastics, including reusable alternatives, zero-waste events, facilities, and related matters.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section. 1. A new Article 27 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

**CHAPTER 1, ARTICLE 27**

**ZERO WASTE CITY FACILITIES AND EVENTS ON CITY PROPERTY**

**Sec. 10.53. Legislative Findings and Purpose.**

A. **Findings.** The City Council hereby finds and declares as follows:

1. The City of Los Angeles recognizes that, as a city government, it is a large consumer of goods and producer of waste, including its consumption of food or beverages and related Foodware and Foodware Accessories. The City holds a proprietary interest in its own activities and in activities of those using or operating in City facilities or on City Property, including lessees and permittees. Furthermore, the City recognizes the ways that these activities taking place in City facilities or on City Property can positively or negatively affect the environment.

B. **Purpose.** This article is adopted to accomplish the following purposes:

1. The City shall adopt zero waste policies by specifying ways for eliminating the use of Single-use plastics, including banning Expanded Polystyrene Foodware products and Single-use or Disposable containers at City facilities or events on City Property. Food and beverage providers operating on City Property can and should be required to supply reusable containers and shall permit customers to use their own reusable Foodware or Foodware Accessories. The City can effectuate positive environmental change in its proprietary capacity in additional ways by reducing food waste through rescue or recovery of Surplus Edible Food, participating in use of blue bins for recyclables, and using green bins for food waste and food-contaminated paper Foodware.

2. The City shall promote its zero waste policies by requiring mandatory provisions in contracts associated with use of or operations in City facilities or on City Property by Food or Beverage Providers.



## **Sec. 10.53.1. Definitions.**

The following definitions shall apply throughout this article:

- A. **"City"** means the City of Los Angeles.
- B. **"Contract"** means any agreement, franchise, lease, application, permit, or concession related to use, occupancy, or operation in any City Facility or on City Property as a Food or Beverage Provider.
- C. **"Contractor"** means any Person with a Contract as defined in this article.
- D. **"City Event"** means any event hosted or organized by the City, or any of its officers, offices, or departments, that takes place in a City Facility or on City Property.
- E. **"City Facility"** means all structures owned, operated, controlled, or maintained by the City.
- F. **"City Property"** means all real property owned, operated, controlled, or maintained by the City.
- G. **"Community Event"** means an event as defined by the California Retail Food Code Section 113755 or any successor section.
- H. **"Designated Administrative Agency" or "DAA"** means the Department of Public Works, Bureau of Sanitation.
- I. **"Disposable"** means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- J. **"Expanded Polystyrene" or "EPS"** means molded Expanded Polystyrene, a rigid closed cell foam plastic labeled as "#6" plastic or resin. EPS also is referred to as "foam" and "Styrofoam"™.
- K. **"Food or Beverage Provider"** means a Contractor that sells or otherwise provides food or beverages for consumption on or off its premises, and includes, but is not limited to, a shop, sales outlet, restaurant, bar, pub, coffee shop, coffee stand, juice and/or smoothie bar, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, farmers market, theater, mobile food truck, roadside stand, kiosks, carts, concession stand, vending machine operator, or a Vendor (as defined in Section 42.13 of the



Los Angeles Municipal Code or any successor provision) or any organization, group, or individual that provides food or beverages.

L. **“Food Rescue Organization”** means any Person that performs food recovery services by collecting edible food that would otherwise go to waste and redistributing it consistent with applicable laws and regulations.

M. **“Food Scraps”** means solid waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food Scraps include, but are not limited to, excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food Scraps do not include liquids or large amounts of fat, oils, or grease and meats which are collected for rendering, fuel production, or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly, and is accepted for donation by a charitable organization, or any food collected to feed animals in compliance with applicable regulations.

N. **“Foodware”** means plates, bowls, cups, serving dishes, containers, or any other item in which a food or beverage product is served.

O. **“Foodware Accessory”** means any item that accompanies a food or beverage served in Foodware, including, but not limited to, items defined in Section 196.01 of the Los Angeles Municipal Code (LAMC) or any successor provision: Utensils, Condiment Packets, Disposable Plastic Drinking Straws and all other Disposable drinking straws, stirrers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup or bowl lids, cup sleeves, and beverage trays.

P. **“Person”** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Q. **“Pre-Consumer Food Scraps”** means Food Scraps from the preparation of food or beverages.

R. **“Prepackaged Meals/Food Items”** means food or beverages that are prepackaged in Foodware.

S. **“Post-Consumer Food Scraps”** means Food Scraps remaining following consumer consumption of prepared food or beverages, including, but not limited to, remnants on or in Foodware.



T. **“Rules and Procedures”** means the rules and procedures relating to zero waste policies promulgated by the DAA for waste prevention at City Facilities and events held on City Property to promote source reduction and reuse and/or recycling, and mandate requirements for executing Contracts under this article.

U. **“Single-use”** means Disposable.

V. **“Surplus Edible Food”** means food that is edible and intended for people to eat, including food not sold because of appearance, age, freshness, grade, size, and includes, but is not limited to, prepared foods, packaged foods, or produce.

**Sec. 10.53.2. Mandatory Provisions Pertaining to City Facilities and City Events on City Property.**

A. Notwithstanding any other provision of this Code or the LAMC to the contrary, every Contract shall include provisions obligating the Contractor to comply with the City's zero waste policies.

1. Mandatory provisions shall include:

(a) **Donation of Surplus Edible Food to a Food Rescue Organization.** The Contractor must make advance arrangements with a Food Rescue Organization and donate to a Food Rescue Organization any Surplus Edible Food that will not be stored for later sale, or that will not be given to the Contractor's employees or volunteers, whether for off-site or on-site (dine-in) consumption. Depending on the regularity of the production of Surplus Edible Food, the Contractor shall make arrangements with the Contractor-selected Food Rescue Organization at the appropriate frequency, as determined by the Contractor for donations of Surplus Edible Food. Donation of Surplus Edible Food shall be consistent with applicable laws and regulations, including an exception for Community Events. The Contractor may not dispose of Surplus Edible Food, except as prohibited by applicable law or regulation.

(b) **Recycling of Food Scraps.** Contractors must deposit Pre-Consumer Food Scraps and Post-Consumer Food Scraps into designated collection bins as provided by the City. The Rules and Procedures shall identify acceptable Pre-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, all Food Scraps, including raw and cooked meat and bones. The Rules and Procedures shall identify acceptable Post-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, bread, coffee grounds, dairy, fish, fruit, meat, vegetables, all-paper tea bags, and food



or beverage contaminated paper products. Contractors who deposit disallowed items in any designated collection bins shall be subject to a liquidated damage for contamination of \$50 for each collection bin contaminated by the Contractor. This contamination liquidated damage may be deducted from any deposit as permitted under applicable law, or as invoiced by the City. Contractors are encouraged to utilize all portions of foods that they prepare, such as vegetable and fruit foliage, stems, and peels, rather than disposing these items.

(c) **Meal Portion Sizes.** Contractors shall offer half portions, child portions, and a la carte options and avoid garnishes that are not commonly eaten.

(d) **No Disposable Foodware.**

(1) Contractor shall not provide Disposable Foodware for dine-in meal service or catered service. Contractors may permit purchase by customers of reusable, to-go Foodware (i.e., through a vending machine or other similar food container system).

(2) Contractor shall use only recyclable or compostable Foodware for to-go service. Recyclability and/or compostability shall be determined as specified in the Rules and Procedures.

(3) For all meal service, Contractors shall dispense or serve beverages in reusable or recyclable cups, or in recyclable bottles or cans made of glass, metal, or recyclable plastic. When practicable and in the discretion of the Contractor, the Contractor may dispense beverages in their original bottles and cans.

(4) Contractors shall allow customers to provide their own reusable and clean Foodware.

(5) Contractors shall not provide water in plastic bottles or in Disposable cups. Contractors shall provide hydration or bottle refill stations.

(e) **No Disposable Foodware Accessories.** Contractor shall not provide Disposable Foodware Accessories, except as otherwise provided in this article.

(1) Contractors shall serve any Condiments in dispensers, such as manual or electric pump dispensers or their equivalent.



(2) For dine-in meal service or catered service, Contractors shall use only reusable (i.e., washable and cleanable) napkins and tablecloths. Contractors shall not provide Disposable napkins or tablecloths at dine-in meal service or catered service.

(3) Contractors may provide Disposable napkins for take-out, but any Disposable paper napkins shall be unbleached and contain a minimum of 30% post-consumer recycled content. The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(f) **No EPS.** Contractors shall not use EPS Foodware or EPS products of any kind.

(g) **Incentives to Customers of Dine-in Service.** Contractors who provide dine-in service shall provide incentives to customers for dine-in or on-site food consumption by allowing reusable Foodware and Foodware Accessories. Contractors shall offer a discount to customers who provide their own reusable Foodware for beverages or for food. Contractors shall inform customers of any such discounts consistent with the Rules and Procedures.

(h) **Recycling Program Participation.** Contractors must offer a recycling collection program (i.e., recycling bins and foodwaste bins) identical to the City's curbside residential and City facilities recycling programs, as specified in the Rules and Procedures.

(i) **Restroom Supplies.** Contractors shall equip any restrooms accessible to customers with electric hand dryers, to the extent feasible, and by no later than January 1, 2025. If the City provides composting or other processing of used restroom paper towels, then in any restrooms accessible to customers of Contractors, Contractors shall collect and separate used paper towels from other restroom sanitary waste for depositing into designated collection bins, or deliver the used paper towels to designated sites, for composting consistent with the Rules and Procedures. In any restrooms accessible to customers, Contractors shall provide hand soap in refillable containers.

(j) **Signage by DAA.** The Rules and Procedures shall include sample language Contractors can use to explain the rationale for various waste prevention measures for use on signs, menus, and other communications mechanisms, as determined by the Contractor. The



Rules and Procedures will specify how and where Contractors must display information or signage about zero waste measures.

(k) **Composition of Paper Requirements for Informational Literature.** Contractors who distribute informational literature (i.e., brochures, flyers) printed on paper, including, but not limited to, Community Events or catered events, shall use recyclable paper that contains a minimum of 30% postconsumer recycled content and shall include text on the printed paper that refers to the percentage of postconsumer content, such as "Printed on paper that contains 30% postconsumer recycled content" or "Contains 30% postconsumer recycled content." The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(l) **Requirements for Composition of Promotional Items.**

(1) Contractors may only provide promotional items that are functional, including, but not limited to, rulers, plate scrapers, pencil sharpeners, or reusable shopping bags.

(2) Contractors shall not provide any promotional items made of plastic or any synthetic fabric.

(m) **No Disposable Plastic Carry-out Bags for Certain Establishments.** Contractors who are not "stores" as defined by California Public Resources Code Section 42280 or any successor provision shall not provide to customers plastic bags, or bags that are made wholly or partially of synthetic fabrics, including recycled PET plastic. Contractors may provide or sell to customers Disposable paper bags and/or reusable cloth bags.

B. All Contractors who enter into Contracts with the City shall include mandatory provisions specified in the Rules and Procedures in all subcontracts awarded for work to be performed under the Contract with the City.

C. Failure of the Contractor to comply with the requirements of this article shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, the termination of the Contractor's Contract with the City.

D. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.



**Sec. 10.53.3. Administration.**

The DAA shall administer the requirements of this article. The DAA shall promulgate Rules and Procedures consistent with this article for the implementation of the provisions of this article.

**Sec. 10.53.4. Application of this Article.**

The provisions of this article shall apply to all Contracts and amendments to Contracts entered on or after January 1, 2023, or after the effective date of this article, whichever is later.

**Sec. 10.53.5. Severability.**

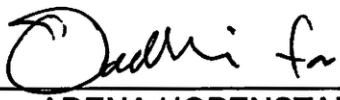
If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any Person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.



Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By   
ADENA HOPENSTAND  
Deputy City Attorney

Date 12/7/22

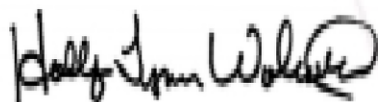
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The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed December 6, 2022

Approved 12/10/2022

Posted Date: 12/14/2022  
Ordinance Effective Date: 01/23/2023