

APPROVED  
DEC 09 2015  
BOARD OF RECREATION  
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO. 15-251

DATE: December 09, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – GREEK THEATRE – AWARD RECOMMENDATION FOR A FOOD AND BEVERAGE CONCESSION AGREEMENT WITH SMG D.B.A PREMIER FOOD SERVICES MANAGEMENT GROUP, INC. (CON-F15-002)

R. Barajas  
H. Fujita  
\*V. Israel



K. Regan  
N. Williams



General Manager

Approved

Disapproved

Withdrawn

As Amended

**REQUESTED BOARD ACTIONS:**

1. Accept and approve the Department's award recommendation for a food and beverage concession agreement to SMG d.b.a. Premier Food Service Management Group, Inc., for The Greek Theatre's 2016 season; and
2. Direct the Board Secretary to transmit the proposed agreement to the Mayor, in accordance with Executive Directive No. 3, and concurrently to, the City Attorney for review as to form; and
3. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department lacks sufficient and necessary personnel to undertake these specialized professional services; and
4. Authorize the Department's General Manager or his designee to execute the attached agreement (Attachment A) in substantial form and to make any necessary technical changes consistent with the Board's intent in approving the Agreement.

**RFP PROCESS:**

On April 15, 2015, the Board of Recreation and Park Commissioners (Board) authorized the Department to operate and manage the Greek Theatre under an Open Venue Model. The report (No. 15-082) discussed increased revenue potential, financial projections, venue management plan, event management services, community relations, security services, parking and traffic control, venue maintenance, sound and monitoring systems, employee retention and sponsorships and a food and beverage concession

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On May 20, 2015, the Board approved and authorized the release of a Request for Proposals for the Operation and Maintenance of the Greek Theatre Food and Beverage Concession (RFP) (Report No. 15-111), which was released on June 29, 2015 (Attachment B).

On July 29, 2015, Addendum No. 1 to the RFP (Attachment C) was released to extend the proposal due date to August 25, 2015, extend the date for questions relating to the RFP and to add the Iran Contracting Act of 2010 compliance requirement.

On August 12, 2015, Addendum No. 2 to the RFP (Report No. 15-191) (Attachment D) was issued to the potential proposers to provide an equipment credit (due to the previous operator owning the equipment) of up to \$200,000.00 to allow the successful proposer to purchase equipment to operate the concession, which would be pre-approved and owned by RAP. The equipment credit is applicable to the first Agreement year only. There are no equipment credits for Agreement years two and three.

On August 25, 2015, the Department received three proposals from Aramark Sports and Entertainment Services, LLC (Aramark), Patina Restaurant Group (Patina) and SMG d.b.a. Premier Food Services Management Group, Inc. (Premier). All three firms are widely respected and experienced national food services providers.

### **RFP OBJECTIVES:**

The RFP was issued to obtain the best proposer to provide food and beverage services at The Greek Theatre with the following major criteria:

- Provide food and beverage service for approximately 50 to 70 show events between April and October, which incorporates the demographics and needs of the guests and reduces wait times to better serve concert patrons.
- Provide food and beverage service on the Greek Theatre's front plaza area on a year round basis to serve the public visiting Griffith Park.
- Maximize patron experience through high quality and uniquely featured menu items, quality of service, and an attractive ambiance.
- Provide professional service at reasonable, market prices.
- Assess, install and provide on-going maintenance and equipment, such as all necessary furnishings and equipment, to create an attractive and inviting Concession.
- Establish and increase a strong customer base at the Concession through the use of marketing and advertising tools and outreach to the community.

- Coordinate with the Department to develop menu items/concessions for The Greek Theatre show season as well as non-concert events i.e., corporate events, community, and special events.

The following three primary RFP objectives were developed to solicit the most comprehensive proposals to operate the food and beverage concessions at The Greek Theatre and to strengthen its brand in the outdoor amphitheater marketplace and be used as a means for evaluating each proposal:

**1. Business Plan - Total 40 points**

Proposals were required to include quality food and beverage items, with proposed pricing, including but not limited to, high quality local cuisine, grab and go items, craft beers, wine and non-alcoholic beverages that reflect the cultural diversity of the events and that are designed to comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines, Décor concepts and illustrations for the North and South Concession stands and the temporary/mobile food and beverage areas around the theater must enhance the venue's ambience and create an attractive environment for concert attendees and park patrons and the décor concepts and illustrations for the various areas should be included in the proposal response.

Proposers were required to provide all concession related equipment, including but not limited to kitchen equipment, mobile food and beverage carts, point of sale systems, credit/debit card machines, and must maintain all equipment in good working condition throughout the term of the Agreement. A list of the major equipment must be included in the proposal response.

All permits and licenses for operating the concession, including but not limited to Health Permits and Alcoholic Beverage Control License, must be maintained throughout the term of the Agreement. The Alcoholic Beverage Control License must be transferrable at fair market value, if applicable.

**2. Front Plaza Operational Plan - Total 15 points**

Operational Plan for Front Plaza Area during both the Concert Season and Non-Concert Season:

A plan dictating layout of temporary and/or mobile food and beverage areas in and around the front entry plaza with descriptions of quality food and beverage items including but not limited to high quality "grab and go" local cuisine, craft beers, wine and non-alcoholic beverages during the concert season between April and October. Proposer must provide The Greek Theatre merchandise for sale and Department shall retain full ownership of The Greek Theatre logo and design. Net sales of all The Greek Theatre merchandise will be 60% to Department and 40% to proposer.

A similar plan for operation of the front plaza area was also required for the non-concert season to provide services to part patrons. Sale of The Greek Theatre merchandise is also required during the non-concert season.

### **3. Proposed Revenue-Sharing Payment - Total 45 points**

Revenue-Sharing Terms: The Minimum Acceptable percentage for this RFP is 40% of gross receipts for all food and beverage sold annually. The annual minimum revenue-sharing payment for this Concession per calendar year will be determined by the percentage of gross receipts or \$1,300,000.00, whichever is greater.

#### **RFP EVALUATION:**

The Department evaluated the proposals under two review levels.

Level I analyzed each proposer's background and experience in operating similar food services operations, financial capacity for commitments to the venue, compliance with City contracting requirements and the minimum RFP requirements. RAP determined two of the three proposers satisfactorily met the minimum RFP requirements and advanced Aramark and Premier for Level II evaluation. The remaining proposer, Patina, failed to meet the minimum RFP requirements relating to business experience years and failed to submit a minimum revenue share percentage and annual revenue guarantee as required by the RFP and therefore, deemed non-responsive. Specifically, the RFP required each proposer to provide a minimum revenue share percentage of 40% and a minimum annual revenue guarantee of \$1,300,000.00. As Patina proposed a 35% revenue share percentage and no annual minimum revenue guarantee, they were deemed non-responsive and unable to proceed to Level II review.

Level II evaluation entailed a more extensive assessment of each proposal's response to the stated RFP objectives as well as in person interviews conducted by a three-member evaluation panel (Panel), comprised of City personnel possessing food and beverage and retail concession expertise.

On October 20, 2015, the Panel interviewed Aramark and Premier during one and half hour interviews and were provided the discretion to bring up to six representatives to their presentation. The interviews consisted of oral presentations followed by Panel member asking clarifying questions of each proposer to discuss their responses to their RFP submissions.

After both proposers' interviews were concluded, the panel members met to deliberate and complete the Level II evaluation. The Panel unanimously scored Premier, as the highest-ranked proposer based on several criteria as enumerated below.

The following is a summary comparison of information contained in each proposal that assisted the Panel and staff in making the recommendation to award the concession agreement to Premier.

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Business Plan

The Greek Theatre's overall success depends in large part on a cohesive re-branding of the venue while focusing on the venues historic assets as well as its food and beverage offerings. Premier's proposal fully recognized the need to present a seamless brand to the artists, promoters, and patrons that specifically and only focused on marketing of the iconic venue. Premier's approach was highly tailored on adding improved, premium food and beverage options, adding points of sale and reducing wait times in innovative and revenue-generating models.

Aramark's proposal also looked to improve food and beverage options, adding points of sale and reducing wait times but took different approach to increasing revenues by partnering with one specific brand - Rock & Brews. Although Rock & Brews is a growing and emerging Southern California restaurant and bar business, that the Panel believed Aramark's proposal focused too much on highlighting this third party brand without integrating it into The Greek Theatre brand. There was also concern around the complications associated with the contract and possible community concerns of operating a third party business in the Greek Theatre.

Equipment Investment

Premier proposed \$600,000.00 in equipment investments, which includes major pieces of equipment, smallwares, portables, graphic menu displays and warehouse furniture. The total investment would be expended in the first Agreement year. Applying the \$200,000.00 equipment credit, Premier's investment would yield the Department a \$400,000.00 benefit in the first Agreement year.

Aramark proposed a total of \$350,000.00 to be expended over the three years of the Agreement. Aramark's first year investment is \$210,000.00 including concession improvements of \$115,000.00 and equipment purchases of \$95,000.00 and provides \$70,000.00 in years two and three Aramark's proposal.

Since Aramark would be credited \$95,000.00 of the \$200,000.00 equipment credit Aramark's proposed \$20,000.00 for smallwares brings their first Agreement year investment to \$135,000.00 and a total \$275,000.00 over the three years of the Agreement.

**The following table summarizes the equipment investment of both proposers:**

|                            | <u>Premier</u>      | <u>Aramark</u>      |
|----------------------------|---------------------|---------------------|
| Year 1                     | \$600,000.00        | \$210,000.00        |
| Less: Equipment Credit     | (\$200,000.00)      | (\$95,000.00)       |
| Add: Smallwares *          | N/A                 | \$20,000.00         |
| Year 1 Subtotal            | <u>\$400,000.00</u> | <u>\$135,000.00</u> |
| Year 2                     | N/A                 | \$70,000.00         |
| Year 3                     | N/A                 | \$70,000.00         |
| Total Investment - 3 Years | <u>\$400,000.00</u> | <u>\$275,000.00</u> |

\* Smallwares included in Premier's \$600,000.00 equipment investment.

Accordingly, Premier's investment strategy to complete investments with greater financial amounts in the Agreement first year better enables them to achieve the higher annual minimum revenue guarantee and provides greater, immediate economic benefit to the City.

#### Customer Service and Satisfaction Surveys

As part of Premier's overall business strategy, their proposal includes an electronic customer satisfaction survey system, as well as a Post-Event Evaluation. The electronic survey system provides real-time feedback to Premier's on-site management team, who would be able to adjust and resolve any operational issues in a timely matter. The Post-Event Evaluation enables Premier to review client input and to utilize the survey results for operational improvements. Aramark's proposal did not discuss the customer service feedback mechanisms that would be used at the venue to ensure the highest quality services during the events and post-event evaluations of these key stakeholders. Therefore, the panel believed that customer service and patron experience could best be evaluated and addressed through Premier's proposal.

#### Front Plaza Operational Plan

Premier's year-round operational plan for the Front Plaza contained an all-inclusive effort and to re-brand the Greek Theatre by incorporating fan experience, needs and customer offerings to fully enhance the venue's status. Premier's recommendation of an added Agora (or "marketplace"), is a new walk up, self-service, grab and go portables of fresh food that will increase point of sales and revenue to the Department and offer convenience and selection for patrons. Opening and operating the Front Plaza area and making it accessible to the public will complement the high volume of tourists and general park users visiting the many Griffith Park amenities.

Aramark's proposal for operation of the Front Plaza was less comprehensive in its approach to sales and customer experience. Aramark included various additional points of sales to the Front Plaza area including a Rock & Brews food truck, barbecue portable and beer and wine portables. However, the plan did not provide for a cohesive guest experience and did not achieve the overall objective to further The Greek Theatre brand.

Both Aramark and Premier were equal in their commitment to sell Greek Theatre merchandise at the venue and both agreed to the RFP revenue share requirement of 60% of net sales to the Department. Both Aramark and Premier committed to selling artists merchandise with the RFP specified revenue share to the artists, recognizing the Department will not receive any revenue from the sale of artists' merchandise.

#### Revenue Share

The RFP's minimum acceptable revenue percentage shares were 40% of gross receipts and annual minimum revenue guarantee of \$1,300,000.00. Both Aramark and Premier increased the revenue percentage, while Premier also increased the annual minimum revenue guarantee.

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Premier increased the revenue percentage to 42% of gross receipts up to \$3,000,000.00 and 45% of gross receipts greater than \$3,000,000.00 while their annual minimum revenue guarantee is \$1,400,000.00.

Aramark increased the revenue percentage to 48.5% for beer and liquor gross receipts and maintained the 40% of gross receipts for all other food and beverage categories, with the exception of subcontractor sales, which is proposed at 40% of net subcontractor sales. Aramark included a Revenue Bonus of \$50,000.00 if gross receipts exceed \$5,000,000.00 each year. Aramark did not increase the annual minimum revenue guarantee and maintained the RFP minimum at \$1,300,000.00.

**The following summaries the revenue percentage and annual minimum revenue share of both proposers:**

|                                       | <u>Premier</u> | <u>Aramark</u> |
|---------------------------------------|----------------|----------------|
| <u>Revenue Percentage:</u>            |                |                |
| Gross Receipts upto \$3,000,000.00 ** | 42.0%          | 40.0%          |
| Gross Receipts over \$3,000,000.00 ** | 45.0%          | 40.0%          |
| Beer and Liquor Sales                 | N/A            | 48.5%          |
| Net Subcontractor Sales               | N/A            | 40.0%          |

\*\* For Aramark, excludes Beer and Liquor sales and Subcontractor Sales

|  | <u>Premier</u> | <u>Aramark</u> |
|--|----------------|----------------|
| Annual Minimum Revenue Guarantee                     | \$1,400,000.00 | \$1,300,000.00 |
| Incentive Bonus - Gross Receipts over \$5,000,000.00 |                | \$50,000.00    |

It was believed that Premier's revenue share provided the best value and least amount of risk to the Department for the following reasons:

1. Premier is guaranteeing a higher minimum revenue share at \$1,400,000.00 compared with Aramark's guarantee of \$1,300,000.00.
2. Although Aramark is offering a higher revenue share percentage on alcohol sales, Premier is offering a higher percentage of total gross receipts along with higher minimum revenue share. This higher minimum revenue guarantee provides certainty to the Department of the revenue stream from this concession.
3. Historic gross revenues as reported by the previous operator over the last 12 years has averaged approximately \$2,500,000.00 with a high of \$3,775,076.00 in the 2014 season. Therefore, it is believed it is unlikely for gross revenues will exceed \$5,000,000.00 under this contract and that the additional \$50,000.00 offered by Aramark will not be realized under this agreement.

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**SCORING:**

The following are the results of the evaluation scoring by the three panelists.

Panelist #1

| <b>Proposal Item</b>  | <b>Maximum Points</b> | <b>SMG d.b.a. Premier Food Services Management Group, Inc.</b> | <b>Aramark Sports and Entertainment Services, LLC</b> |
|---|-----------------------|--|---|
| Business Plan: Sample Business Plan, Transition and Community Plans                         |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 40                    | 40   | 30  |
| Front Plaza Operational Plan During Concert Season: Proposed Plan, including Transition     |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 10                    | 4  | 8   |
| Front Plaza Operational Plan During Non-Concert Season: Proposed Plan, including Transition |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 5                     | 4  | 3   |
| Proposed Revenue-Sharing Payment  |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 45                    | 45   | 30  |
| <b>Panelist #1-Total Score</b>  | 100                   | 93   | 71  |



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Panelist #2

| <b>Proposal Item</b>  | <b>Maximum Points</b> | <b>SMG d.b.a. Premier Food Services Management Group, Inc.</b> | <b>Aramark Sports and Entertainment Services, LLC</b> |
|---|-----------------------|--|---|
| Business Plan: Sample Business Plan, Transition and Community Plans                         |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 40                    | 35   | 30  |
| Front Plaza Operational Plan During Concert Season: Proposed Plan, including Transition     |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 10                    | 8  | 8   |
| Front Plaza Operational Plan During Non-Concert Season: Proposed Plan, including Transition |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 5                     | 4  | 3   |
| Proposed Revenue-Sharing Payment  |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 45                    | 45   | 32  |
| <b>Panelist #2-Total Score</b>  | 100                   | 92   | 73  |

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Panelist #3

| <b>Proposal Item</b>  | <b>Maximum Points</b> | <b>SMG d.b.a. Premier Food Services Management Group, Inc.</b> | <b>Aramark Sports and Entertainment Services, LLC</b> |
|---|-----------------------|--|---|
| Business Plan: Sample Business Plan, Transition and Community Plans                         |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 40                    | 35   | 30  |
| Front Plaza Operational Plan During Concert Season: Proposed Plan, including Transition     |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 10                    | 8  | 6   |
| Front Plaza Operational Plan During Non-Concert Season: Proposed Plan, including Transition |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 5                     | 4  | 2   |
| Proposed Revenue-Sharing Payment  |                       |  |   |
| <b><i>Proposal Item Sub-Total</i></b>   | 45                    | 45   | 40  |
| <b>Panelist #3-Total Score</b>  | 100                   | 92   | 78  |
| <b>Total Final Score</b>  | 300                   | 277  | 222   |

**CONCLUSION**

After evaluating and comparing both proposals, the scoring reflects that Premier's proposal exceeds Aramark's proposal by demonstrating a more thorough and comprehensive plan to operate the concession, both during the concert season and the non-concert season, and to enhance The Greek Theatre's brand to best meet the RFP objectives. Additionally, Premier's customer service and satisfaction surveys are key elements that will help deliver high quality services to the Greek Theatre patrons and which will help encourage maximum attendance at multiple concerts. Additionally, Premier's the annual minimum revenue guarantee \$1,400,000.00, which exceeds the RFP minimum requirements and its equipment investment strategy provides the Department with higher revenue streams to augment its budget. Therefore, the Department recommends that the Board approve its recommendation to award the food and beverage concession award to Premier.

**FISCAL IMPACT STATEMENT**

This agreement will provide for a turnkey operation of the food and beverage concession at the Greek Theatre requiring no Department resources. It is important to distinguish the difference between the previous exclusive use agreement, which included all revenue categories at the Greek Theatre, and this food and beverage agreement. The Department will receive an annual minimum revenue guarantee of \$1,400,000.00 compared with the previous exclusive use agreement where Department revenue for all categories at the venue over an historic 12-year period averaged \$1,487,697.00. Under this new model, the Department will receive nearly equivalent revenue on just this food and beverage agreement alone.

This Report was prepared by Agnes Ko, Senior Management Analyst II, Partnership and Revenue Branch, Concessions Unit.

**G. Diversion of Business**

PREMIER shall not divert, cause or allow the AGREEMENT to be diverted for 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 the AGREEMENT.

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

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by PREMIER at its sole expense and shall remain its personal property, with the exception of the equipment purchased using the Two Hundred Thousand Dollar (\$200,000.00) equipment credit described below. At the beginning of each AGREEMENT year, PREMIER will provide SMG and DEPARTMENT with an inventory of PREMIER-owned equipment and CITY-owned equipment.

The DEPARTMENT accepts the Investment Equipment List, Proposal Pages 202 and 203 (Exhibit E), totaling Six Hundred Thousand Dollars (\$600,000.00), and PREMIER is obligated to invest Six Hundred Thousand Dollars (\$600,000.00) to purchase such equipment and smallwares. If at the termination of the AGREEMENT, PREMIER has not purchased equipment totaling Six Hundred Thousand Dollars (\$600,000.00), PREMIER shall pay to the DEPARTMENT the unspent balance of the Six Hundred Thousand Dollars (\$600,000.00).

The DEPARTMENT will provide an equipment credit, up to Two Hundred Thousand Dollars (\$200,000.00), to be used by PREMIER to offset part of its Six Hundred Thousand Dollar (\$600,000.00) investment described in the preceding paragraph. The equipment credit will be applied to reduce PREMIER'S monthly revenue sharing payments to the DEPARTMENT in the first year of operation. PREMIER must submit a minimum of three (3) bids for the equipment and must obtain the DEPARTMENT'S pre-approval prior to the purchase or lease of the equipment utilizing the DEPARTMENT'S Two Hundred Thousand Dollar (\$200,000.00) equipment credit. The newly purchased equipment for which PREMIER is receiving the equipment credit shall become DEPARTMENT property. Under no circumstances shall the equipment credit exceed Two Hundred Thousand Dollars (\$200,000.00).

If, upon termination of the AGREEMENT, CITY does not renew said AGREEMENT, PREMIER shall have the right to remove its own equipment, furnishings, and expendables (e.g., purchased utilizing the Four Hundred Thousand Dollar {\$400,000.00} PREMIER investment), but not CITY owned equipment and improvements (e.g., purchased utilizing the Two Hundred Thousand Dollar {\$200,000.00} equipment credit), from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY. The foregoing notwithstanding, the CITY shall have a right of first refusal to purchase PREMIER'S equipment at fair market value,

**AGREEMENT  
FOR OPERATION AND MAINTENANCE  
OF THE GREEK THEATRE'S  
FOOD AND BEVERAGE CONCESSION**

**Between**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**And**

**SMG D.B.A. PREMIER FOOD SERVICES MANAGEMENT GROUP, INC.**

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## **AGREEMENT FOR OPERATION AND MAINTENANCE OF THE GREEK THEATRE'S FOOD AND BEVERAGE CONCESSION**

This Agreement ("AGREEMENT") is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF LOS ANGELES, a municipal corporation ("CITY"), acting by and through the Department of Recreation and Parks ("DEPARTMENT"), and SMG d.b.a. Premier Food Services Management Group, Inc. ("PREMIER").

**WHEREAS**, the Department seeks to hire a food and beverage concessionaire to provide food and beverage at the Greek Theatre; and

**WHEREAS**, the DEPARTMENT 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 DEPARTMENT 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 the Department for the provision of food and beverage at the Greek Theatre; and

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

**WHEREAS**, the DEPARTMENT advertised for proposals for a Food and Beverage Concession at the Greek Theatre on June 29, 2015; and

**WHEREAS**, the DEPARTMENT received and evaluated three (3) proposals from food and beverage companies on August 25, 2015; and

**WHEREAS**, Premier was scored as the highest-ranked proposer, and selected to conduct the food and beverage operations during the Greek Theatre's 2016 Season in accordance with the terms and conditions of this AGREEMENT; and

**WHEREAS**, Premier desires to enter into such AGREEMENT to provide the public with premium, high-quality patron offerings and services at the Greek Theatre.

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

## **SECTION 1. DEFINITIONS**

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

|                            |  |
|----------------------------|--|
| AGREEMENT:                 | This Concession Agreement consisting of thirty-four (34) pages and twelve (12) exhibits (A-L) attached hereto.                               |
| BOARD:                     | Board of Recreation and Park Commissioners   |
| CITY:                      | The City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners  |
| CONCESSION:                | Greek Theatre Food and Beverage Concession, the permitted operation granted by this AGREEMENT  |
| CONCERT SEASON:            | April 15 through October 31  |
| DEPARTMENT:                | The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners.                                       |
| FACILITY:                  | GREEK THEATRE, located at 2700 N. Vermont Avenue, Griffith Park, Los Angeles, California 90027   |
| LAAC:                      | The Los Angeles Administrative Code  |
| LAMC:                      | The Los Angeles Municipal Code   |
| PREMIER                    | SMG d.b.a. Premier Food Services Management Group, Inc.  |
| PREMIER CAPITAL INVESTMENT | The amount of capital paid by Premier under Section 10 to fund revenue-generating improvement and enhancement projects in an AGREEMENT year. |
| PREMISES:                  | The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated.                                   |
| SMG:                       | DEPARTMENT'S venue management company.   |



## **SECTION 2. PERMISSION GRANTED**

For and in consideration of the payment fees and charges hereinafter provided, and subject to all terms, covenants, and conditions of this AGREEMENT, the DEPARTMENT hereby grants to PREMIER the exclusive (except as otherwise excepted herein) right and obligation to sell food, non-alcoholic and alcoholic beverages, artist merchandise and Greek Theatre merchandise during the AGREEMENT'S term. PREMIER will provide and sell food and beverage from designated portions of the PREMISES and will be permitted to use mobile carts to sell food, beverages and merchandise at appropriately designated areas pursuant to the DEPARTMENT'S prior approval, needs and requests. The CONCESSION area as described in Section 3 of this AGREEMENT shall only be used for PREMIER'S designated rights and not for any other purpose without the prior written consent of DEPARTMENT. The address and phone number of PREMIER will be shown along with the notation that all complaints regarding change, food and beverage, etc., should be referred directly to PREMIER.

The granted CONCESSION rights shall be at the Greek Theatre solely within the limits and confines of the PREMISES (Section 3) in this AGREEMENT and shall not make use of the PREMISES in any manner which might interfere with other recreational uses of the FACILITY.

In the event of a conflict between PREMIER 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, the DEPARTMENT shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and PREMIER hereunder agrees to be bound by the DEPARTMENT'S final determination.

## **SECTION 3. PREMISES**

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: the Greek Theatre, 2700 North Vermont Avenue, Los Angeles, CA 90027.

The CONCESSION PREMISES are located within the Greek Theatre venue. PREMIER will have exclusive rights to the FACILITY, including the following areas:

- North and South Concession Stands
- Front Plaza Area
- Upper and Lower Zeus Bars

PREMIER will have non-exclusive rights to the Redwood Deck and Hospitality Room.

The DEPARTMENT agrees to provide PREMIER with appropriately designated office and food and beverage storage spaces at the Greek Theatre. All furniture, office supplies, internet, phone, security, fencing, refrigeration, storage shelving or other tenant

improvements for the office and food and beverage storage spaces shall be at the sole expense of PREMIER.

During concerts and other licensed events, the Hospitality Room and the adjacent Redwood Decks and backstage areas for artist, entourage and crew may be excluded from the food and beverage concession at the discretion of the CITY. In such case, the Hospitality Room, and the adjacent Redwood Decks and backstage areas for artist, entourage and crew may be used by the show promoter who may bring in their own caterer and with no buy-out requirement to PREMIER for such right. Unless otherwise contracted, PREMIER shall not be responsible for backstage catering for the artists' entourage or crew.

The DEPARTMENT shall retain all rights to sponsorships, including non-alcoholic pouring rights, at the Greek Theatre, and shall execute and administer such sponsorships as obtained by SMG, the sole entity responsible for obtaining the venue's sponsorship agreements. PREMIER, to the extent possible, shall collaborate and assist SMG or the DEPARTMENT secure and obtain any sponsorship opportunities for the venue.

PREMIER to the best of its knowledge shall not use or allow the PREMISES, to the extent under PREMIER'S exclusive control, 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 one (1) year with two (2) one-year extension options exercisable at the sole discretion of the Department and upon approval of Board of Recreation and Park Commissioners, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to PREMIER because of any action taken to revoke, or decline to exercise an option of the AGREEMENT.

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

To the extent arising from PREMIER'S CONCESSION rights hereunder, PREMIER shall, at all times during the term of the AGREEMENT, comply with the following conditions:

A. **Cleanliness**

PREMIER shall, at its own expense, keep the PREMISES clean and sanitary all CONCESSION materials including, but not limited to, food and beverage-related materials and merchandise-related materials at all times. No offensive or refuse food, beverage or any matter related to merchandise sales, 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 PREMIER shall prevent any such matter or material from being or accumulating upon said PREMISES.

PREMIER, at its own expense, shall see that all of its garbage or refuse is collected as often as necessary and in no case less than twice a week, and disposed of in the main dumpster. PREMIER shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by DEPARTMENT. If no trash storage area is made available, PREMIER shall provide at its own expense and with DEPARTMENT'S prior written approval, an enclosed area concealing the trash storage from public view.

**B. Conduct**

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

**C. Disorderly Persons**

PREMIER will coordinate with venue security to assist in maintaining peaceful conditions. PREMIER shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

**D. Personnel:**

1. PREMIER shall develop a protocol, subject to the DEPARTMENT'S approval, for the engagement of any employee or subcontractor. PREMIER'S protocol shall comply with all applicable CITY, STATE and/or Federal labor laws.

**2. 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 DEPARTMENT, PREMIER shall provide SMG and DEPARTMENT with certificates on applicable employees indicating freedom from communicable tuberculosis.

**3. Alcohol Service Training**

All PREMIER employees involved in the sale, service, and distribution of alcoholic beverages shall be trained in effective alcoholic and awareness, which includes training based on any applicable Laws of California. This training shall include the State of California Department of Alcoholic Beverage Control (ABC) sanctioned training or the Licensee Education on Alcohol and Drugs Alcohol Seller/Server Training Program (LEAD) and may include, without limitation, policies and procedures developed by PREMIER dealing with alcohol management and a nationally-recognized program such as "Techniques For Effective Alcohol Management" (or "TEAM") or "Techniques For Intervention Procedures By Servers of Alcohol" (or

“T.I.P.S.”). PREMIER shall provide SMG and DEPARTMENT with certificates on applicable training for all employees involved in the sale, service and distribution of alcoholic beverages.

PREMIER will not knowingly serve intoxicated persons and will coordinate with, and immediately notify, SMG and venue security of any known or observed safety concerns, illegal substances and improper use of alcohol that pose immediate threats of safety to patrons and intoxicated individuals.

4. **Qualified Personnel**

PREMIER 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 the CITY. 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. PREMIER shall use best efforts to assure that no person employed by PREMIER, 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, DEPARTMENT may direct PREMIER to remove that person from the PREMISES.

5. **Concession Manager**

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

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of CONCESSION goods and services, and the appearance, conduct, and demeanor of PREMIER'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 business. During the days and hours established for the operation of the subject CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

6. **Approval of Personnel**

The DEPARTMENT shall have the right to approve or disapprove employees of PREMIER.

F. **Quality, Price Schedules and Merchandising**

PREMIER shall commit to implement and offer varied, high-quality food products, specialty items, food and beverage offerings to patrons at the Greek Theatre, PREMIER agrees to highlight and implement, when reasonably feasible, products and beverages from local purveyors including but not limited to: specialty regional food, craft beers, premium wines, unique and high end spirits and in consultation with the CITY develop an operational plan for upcoming seasons and individual events to ensure the highest quality products are offered to benefit patrons and provide high quality service, satisfaction and first-class food and beverage offerings consistent with the overall theme of the venue.

1. CITY agrees that PREMIER'S merchandise, including its price for same, shall be within PREMIER'S discretion; subject, however, to disapproval by DEPARTMENT if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of DEPARTMENT. Such determination shall not be unreasonable and shall take into account the business considerations presented by PREMIER. PREMIER shall present the menu selections and offerings on a monthly basis to the DEPARTMENT for approval. Menu selections and offerings must take into consideration the diversity of the events and the demographics of the event patrons. All prices shall be comparable to prices charged in similar establishments in the CITY.
2. All menu items and service, offered for sale and/or sold by PREMIER in said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by PREMIER. All merchandise kept for sale by PREMIER shall be kept subject to the approval or rejection of DEPARTMENT and PREMIER shall remove from the PREMISES any article which may be rejected and shall not again offer it for sale without the written approval of DEPARTMENT. DEPARTMENT may order the improvement of the quality of any merchandise kept or offered for sale. In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted.
3. PREMIER shall offer for sale to the public a full range of fresh and pre-packaged food items and beverages (alcoholic and non- alcoholic).
4. PREMIER shall offer for sale to the public an appropriate selection of food and refreshment items, which includes 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. PREMIER expressly agrees to comply with CITY'S Good Food Purchasing Guidelines for Food Service Institutions. (Exhibit C).

5. PREMIER 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. PREMIER shall attempt to use only artificial trans-fat free prepackaged food items.
6. The sale of liquor, beer, and wine is permitted. PREMIER is solely responsible for obtaining all necessary licenses and permits, including but not limited Alcoholic Beverage Control License, for the sale of such items. The DEPARTMENT shall provide all cooperation and assistance necessary for PREMIER to secure necessary licenses under this paragraph. At the termination of AGREEMENT, PREMIER shall transfer all necessary licenses and permits to the successor food and beverage concessionaire at fair market value, where applicable, within thirty (30) days of termination, unless prohibited or prevented by the respective licensing authority.
7. The sale of energy drinks are prohibited.
8. PREMIER will implement the proposed plan for Food and Beverage guidelines outlined in PREMIER'S Proposal Pages 157 through 253 (Exhibit D).

All merchandise sold or kept for sale by PREMIER 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 PREMIER and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation.

9. PREMIER shall minimize the paper items (straw covers, serving cartons, etc.) distributed with take-out CONCESSION products. PREMIER 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. PREMIER shall not sell or give away or otherwise dispose of any commodity which in the opinion of DEPARTMENT will cause undue litter. PREMIER expressly agrees to comply with all CITY and DEPARTMENT recycling programs.
10. PREMIER shall not sell lottery tickets or similar type merchandise.

**G. Diversion of Business**

PREMIER shall not divert, cause or allow the AGREEMENT 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 the AGREEMENT.

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

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by PREMIER at its sole expense and shall remain its personal property, with the exception of the equipment purchased using the Two Hundred Thousand Dollar (\$200,000.00) equipment credit described below. At the beginning of each AGREEMENT year, PREMIER will provide SMG and DEPARTMENT with an inventory of PREMIER-owned equipment and CITY-owned equipment.

The DEPARTMENT accepts the Investment Equipment List, Proposal Pages 202 and 203 (Exhibit E), totaling Six Hundred Thousand Dollars (\$600,000.00), and PREMIER is obligated to invest Six Hundred Thousand Dollars (\$600,000.00) to purchase such equipment and smallwares. If at the termination of the AGREEMENT, PREMIER has not purchased equipment totaling Six Hundred Thousand Dollars (\$600,000.00), PREMIER shall pay to the DEPARTMENT the unspent balance of the Six Hundred Thousand Dollars (\$600,000.00).

The DEPARTMENT will provide an equipment credit, up to Two Hundred Thousand Dollars (\$200,000.00), to be used by PREMIER to offset part of its Six Hundred Thousand Dollar (\$600,000.00) investment described in the preceding paragraph. The equipment credit will be applied to reduce PREMIER'S monthly revenue sharing payments to the DEPARTMENT in the first year of operation. PREMIER must submit a minimum of three (3) bids for the equipment and must obtain the DEPARTMENT'S pre-approval prior to the purchase or lease of the equipment utilizing the DEPARTMENT'S Two Hundred Thousand Dollar (\$200,000.00) equipment credit. The newly purchased equipment for which PREMIER is receiving the equipment credit shall become DEPARTMENT property. Under no circumstances shall the equipment credit exceed Two Hundred Thousand Dollars (\$200,000.00).

If, upon termination of the AGREEMENT, CITY does not renew said AGREEMENT, PREMIER shall have the right to remove its own equipment, furnishings, and expendables (e.g., purchased utilizing the Four Hundred Thousand Dollar {\$400,000.00} PREMIER investment), but not CITY owned equipment and improvements (e.g., purchased utilizing the Two Hundred Thousand Dollar {\$200,000.00} equipment credit), from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY. The foregoing notwithstanding, the CITY shall have a right of first refusal to purchase PREMIER'S equipment at fair market value,

exercisable by notifying PREMIER within five (5) business days after termination if CITY elects to exercise such right of first refusal, and in such case, the period for removal of the equipment shall be tolled until such time as the parties agree on fair market value or the right of first refusal is waived.

I. **Maintenance of Equipment**

All CITY-owned equipment shall be delivered to PREMIER in correct functional operating condition, including but not limited to hoods, grease traps and drain lines. PREMIER shall, at all times and at its expense, perform routine and preventive maintenance on all equipment, whether owned and/or installed by PREMIER or CITY, such as, but not limited to, refrigeration/freezer units, heat exchangers, fans, controls and electric panels, installed by CITY, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. CITY will be responsible for the maintenance of utility lines and repairs, including telephone, exterior to the PREMISES. The cost of any replacement of CITY-owned equipment or parts thereof shall be borne by the CITY, unless caused by improper maintenance by PREMIER. PREMIER shall be responsible for the maintenance and replacement of PREMIER-owned equipment.

PREMIER shall at all times keep current all necessary Fire/Life/Safety permits and certifications, testing, inspections, maintenance and repairs including but not limited to fire extinguishers, alarms, fire sprinklers, and cooking equipment. PREMIER shall provide copies of all permits, certifications, testing, inspections and maintenance and repair records to SMG and DEPARTMENT.

Routine and preventive maintenance of all equipment shall be performed at the sole expense of PREMIER. PREMIER may elect not to use City-owned equipment, with prior written consent of DEPARTMENT.

No equipment provided by CITY shall be removed or replaced by PREMIER without the prior written consent of DEPARTMENT, and if consent is secured, such removal and/or replacement shall be at the expense of PREMIER.

J. **Claims for Labor and Materials**

PREMIER 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 any CITY property (including reports, documents, and other tangible matter produced by PREMIER hereunder), against PREMIER'S rights hereunder, or against CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

K. **Signs and Advertisements**

PREMIER shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written



approval from DEPARTMENT. Certain signs and advertisements may also require the prior written approval of the Cultural Affairs Department or other appropriate agencies.

On signage at FACILITY, PREMIER shall provide credit, or as proportions of signage allow, similar credit as approved by DEPARTMENT in writing.

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

DEPARTMENT may require removal or refurbishment, at PREMIER’S expense, of any sign previously approved.

PREMIER further agrees to only place signs, advertisements, marketing materials, promotional materials, signs or displays visible to the public pre-approved by the DEPARTMENT and in conformance with the venue’s theme and overall look and consistency of all branding materials and otherwise designated signage.

Upon the expiration or termination of the AGREEMENT, PREMIER shall, at its own expense, remove or paint out, as DEPARTMENT 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 the same condition as prior to the placement of any such signs or displays.

#### L. **Utilities**

The DEPARTMENT shall pay for utility charges associated with the CONCESSION, with the exception of telephone, internet and trash pick-up. Charges for telephone, internet and trash pick-up shall be paid by PREMIER regardless of whether such utility services are furnished by CITY or by other utility service providers.

Except to the extent of DEPARTMENT’S negligence or breach of its obligations hereunder, PREMIER hereby expressly waives all claims for compensation, or for any diminution or abatement of the revenue-sharing 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 PREMIER 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 PREMIER, its employees, contractors, sub-contractors, suppliers, agents, or invitees, PREMIER shall be responsible for the cost of repairs and any and all damages occasioned thereby.

PREMIER shall use best efforts to utilize water and electricity in the most efficient manner possible, and PREMIER expressly agrees to comply with all CITY water and electrical conservation programs.

PREMIER shall reimburse the DEPARTMENT if any telephone, internet or trash pick-up charges are paid by the DEPARTMENT.

**M. Vending Machines**

PREMIER shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of DEPARTMENT. DEPARTMENT shall have the right to order the immediate removal of any unauthorized machines.

**N. Safety**

PREMIER shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or DEPARTMENT notifies PREMIER of said condition. PREMIER shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, PREMIER shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, PREMIER shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 20, "NOTICES," for mailing address) (Exhibit F). If PREMIER fails to correct hazardous conditions specified by DEPARTMENT in a written notice, which have led, or in the opinion of CITY could lead, to injury, DEPARTMENT may, in addition to all other remedies which may be available to CITY, 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 PREMIER to CITY on demand.

PREMIER will provide SMG and DEPARTMENT with all injury reports in order for SMG to include in the monthly safety report to the DEPARTMENT.

**O. Environmental Sensitivity**

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

**P. Fund Raising And/Or Special Events Activities**

PREMIER will be expected to cooperate with DEPARTMENT personnel on all matters relative to the conduct of fund-raising and/or special events, as well as use of these areas by the film industry. PREMIER may be required to cease operations or to allow for fund-raising and/or special events at the discretion of DEPARTMENT.

**Q. Quiet Enjoyment**

CITY agrees that PREMIER, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by PREMIER 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 CONCESSION 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 PREMIER'S quiet enjoyment of the CONCESSION PREMISES, DEPARTMENT shall have final determination of any solution to such dispute; DEPARTMENT'S final determination shall be binding upon all parties in such dispute.

**R. Receipts**

1. On request, PREMIER shall offer receipts to customers for every transaction.
2. PREMIER shall at all times have a sign placed 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 for this transaction is not provided on request, please contact Department of Recreation and Parks - Concessions Unit at (213) 202-3280."
3. In advance of commencement of customer transactions, PREMIER shall submit its cash-handling procedures to the DEPARTMENT.

**S. Annual CONCERT SEASON Opening Event for the Community**

PREMIER shall provide services at an Annual CONCERT SEASON Opening Event for the surrounding community at its own expense.

**T. Greek Theatre Advisory Committee (GTAC) Support**

PREMIER will provide light refreshments to the monthly GTAC meetings at its own expense.

**U. Community Engagement**

PREMIER will provide light refreshments to community meetings hosted by SMG including, but not limited to, regularly scheduled monthly community meetings and coffee hours at its own expense.

**V. Customer Satisfaction Surveys**

PREMIER shall be responsible to ensure Customer Satisfaction Surveys are conducted after every event. The Customer Satisfaction Survey measures the quality of service being delivered to patrons, which rates service in five (5) separate categories. PREMIER will provide summary reports to SMG and DEPARTMENT on a quarterly basis. The DEPARTMENT shall be consulted regarding survey questions and reserves the right to suggest additional questions as necessary to assist in the evaluation of community satisfaction. Surveys may be carried out in

the form of e-mail messaging QR codes, website link, or other methods as may be determined by PREMIER.

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

The CONCESSION shall be open from:

- **CONCERTS AND EVENTS:** The CONCESSION will be open in accordance with the Venue's User Agreement and mutually agreed upon operating times and hours necessary and consistent with event and show plans for each performance.
- **NON-CONCERTS AND EVENTS:** The Front Plaza Area will be open in accordance with the DEPARTMENT'S operating plans, hours and needs, and the CONCESSION will be open based upon mutually agreed operating times necessary and consistent to offer a year-round operation.

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

- A. As part of the consideration for CITY'S granting the CONCESSION rights hereinabove set forth, PREMIER shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

The Annual Minimum Revenue-Sharing Guarantee, as follows:

- Forty-two percent (42%) of gross receipts of all food and beverage sales up to Three Million Dollars (\$3,000,000.00) and
- Forty-five percent (45%) of gross receipts of all food and beverage sales greater than Three Million Dollars (\$3,000,000.00)

or

One Million Four Hundred Thousand Dollars (\$1,400,000.00)

And Sixty percent (60%) of net sales of all Greek Theatre merchandise.

Notwithstanding the foregoing, the monthly revenue-sharing fee for all catering and special events shall be in an amount to be mutually agreed by the parties. All revenue derived from catering and special events are in addition to the Annual Minimum Revenue-Sharing Guarantee stated above and shall not be included in the minimum revenue-sharing guarantee calculations.

The Annual Minimum Revenue-Share shall be paid to the DEPARTMENT at the beginning of each AGREEMENT year with the exception of the first year of the AGREEMENT, when the payment shall be paid within three (3) days of AGREEMENT

execution. The first year's payment will be One Million Two Hundred Thousand Dollars (\$1,200,000.00), which is the One Million Four Hundred Thousand Dollars (\$1,400,000.00) less the Two Hundred Thousand Dollar (\$200,000.00) equipment credit provided in Section 5, H. In subsequent AGREEMENT years, the Annual Minimum Revenue-Share payment shall be One Million Four Hundred Thousand Dollars (\$1,400,000.00) as stated above.

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

Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by DEPARTMENT or not, may result in additional charges; however, any such use without the prior written approval of the DEPARTMENT shall also constitute a material breach of AGREEMENT and is prohibited.

If the annual minimum revenue-sharing is not met by December 31<sup>st</sup> of each calendar year, the difference between the actual revenue-sharing payment received by the Department and the annual minimum revenue-sharing payment will be due to the Department by January 15<sup>th</sup> of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

**B. Revenue-Sharing Payment Due**

Said payment (to the extent in excess of the Annual Minimum Revenue-Share) shall be due and payable (postmarked) by the fifteenth (15<sup>th</sup>) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Section 7.D) shall be addressed to:

DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Partnership and Revenue Branch/Concessions Unit  
P.O. Box 86610  
Los Angeles, California 90086-0610

**C. Gross Receipts Defined**

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

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by PREMIER;
3. California Redemption Value (CRV);

4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
5. 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 PREMIER;
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of PREMIER where such exchanges or transfers are not made for the purpose of avoiding a sale by PREMIER which would otherwise be made from or at the PREMISES;
7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. Receipts from the sale at cost of uniforms, clothing, or supplies to PREMIER'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by PREMIER, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both PREMIER and DEPARTMENT, including discounts to employees, if concurred by DEPARTMENT; and
13. Credit/debit card fees.

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

14. Any error in cash handling by PREMIER or PREMIER'S employees or agents;
15. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to PREMIER by customer or purchaser;

16. Any arrangement for a rebate, kickback, or hidden credit given or allowed to any customer of PREMIER.

**D. Monthly Revenue-Sharing Reports**

PREMIER shall transmit a Monthly Gross Receipts and Revenue-sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit G), for the month for which the revenue was earned, to SMG and DEPARTMENT whether or not a revenue-sharing payment is submitted. The Monthly Remittance Advice Form must be postmarked by the fifteen (15) of the month for preceding month's revenue. The DEPARTMENT may revise the Monthly Remittance Advice Form as needed.

**E. Late Payment Fee**

Failure of PREMIER to pay any of the revenue-sharing payments or any other fees, changes, or payments required herein on time is a breach of the AGREEMENT for which CITY may provide notice of breach and thereafter terminate as specified herein or take such other legal action as it deems necessary.

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

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

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

**SECTION 8. ADDITIONAL FEES AND CHARGES**

- A. If CITY pays any sum or incurs any obligations or expense which PREMIER has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of PREMIER 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 PREMIER contrary to said conditions, covenants, and agreements, PREMIER agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, actual costs, (including CITY'S fifteen percent (15%)

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

- B. The charges for any late or delinquent payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.
- C. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against PREMIER that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge PREMIER 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 PREMIER.

## **SECTION 9. MAINTENANCE OF PREMISES**

During all periods that the PREMISES are used or are under the control of PREMIER for the uses, purposes, and occupancy aforesaid, PREMIER shall be responsible for all necessary CONCESSION-related janitorial duties and damage/maintenance repairs, to the satisfaction of DEPARTMENT. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism. PREMIER shall provide copies of all repair and maintenance records to SMG and DEPARTMENT on a monthly basis.

- A. Interior of Premises:
  - 1. **Areas to be Maintained by PREMIER**  
PREMIER shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, CONCESSION equipment and utility systems which may now or hereafter exist thereon, whether installed by CITY or PREMIER. 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.).
  - 2. **Duties**  
PREMIER'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. PREMIER shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by DEPARTMENT 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, toilets, and faucets.

**B. Exterior of Premises and Common Passageways**

CITY shall maintain the exterior of all buildings including roofing and heating and air conditioning equipment 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 CITY which also lead to the PREMISES shall not be considered under the control of PREMIER for purposes of this Section.

**C. Correction of Conditions Leading to Damage**

If PREMIER fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, DEPARTMENT 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 PREMIER to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, DEPARTMENT may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

**D. Property Damage and Theft Reporting**

PREMIER shall complete and submit to SMG and DEPARTMENT a "Special Occurrence and Loss Report," (Exhibit H) 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 DEPARTMENT.

**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 CITY 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 PREMIER, its agents, officers, or employees, PREMIER shall be responsible for reimbursing CITY 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 CITY 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 DEPARTMENT as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of PREMIER, its agents, officers, or employees, said fees and charges will not abate and PREMIER 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, CITY 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, PREMIER may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of PREMIER, its agents, officers, or employees, said fees and charges shall not abate and CITY may, in its discretion, require PREMIER to repair and reconstruct the same within twelve (12) months of such destruction and PREMIER shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. PREMIER shall continue paying CITY revenue-sharing payment as determined above during the rebuilding of the facility.
  
4. **Limits of CITY'S Obligation Defined:**  
In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, 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 PREMIER at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of PREMIER 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, PREMIER 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 PREMIER, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such and any storage facilities or storage containers owned and/or used by PREMIER.

CITY shall be responsible for pest control if pests are found in or on structures or areas maintained by CITY, such as:

2. All outdoor areas of the venue and surrounding landscaping.
3. Interior areas of the venue including backstage, dressing rooms, stage areas, chorus rooms, stagehand work areas and restrooms.
4. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of PREMIER; or areas, structures, or facilities shared by PREMIER and CITY.

Pest control for pests which may cause permanent structural damage to DEPARTMENT property (for example, termite infestation) shall be the responsibility of CITY. PREMIER 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. DEPARTMENT may direct PREMIER to take additional measures to abate pests which are an immediate threat to public health or safety.

**SECTION 10. IMPROVEMENTS**

CITY reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by PREMIER. Such development or improvement may require the suspension or termination of the AGREEMENT. CITY shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES. PREMIER'S Annual Minimum Revenue-Share may be reduced or suspended to the extent that revenues are adversely effected by CITY improvement. Any such revenue share reduction shall be mutually agreed to by both parties.

**SECTION 11. PROHIBITED ACTS**

PREMIER shall not:

1. Use the PREMISES to conduct any other businesses operations of PREMIER not related to the Greek Theatre;
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;
2. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the CONCESSION operations;
3. 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 DEPARTMENT;
4. Overload any floor in the PREMISES;
5. 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 therefor is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to DEPARTMENT any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by PREMIER, and in the event of the loss of any keys furnished by DEPARTMENT, PREMIER shall pay CITY, on demand, the cost for replacement thereof;
6. 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 CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of DEPARTMENT, 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 PREMIER 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;
7. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 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 PREMIER 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 the City, State and Federal rules, regulations, ordinances and laws;

8. Allow any sale by auction upon the PREMISES;
9. Permit undue loitering on or about the PREMISES;
10. Use PREMISES in any manner that will constitute waste;
11. Use or allow the PREMISES to be used for, in the opinion of DEPARTMENT, any improper, immoral, or unlawful purposes.

#### **SECTION 12. NUMBER OF ORIGINALS**

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party.

#### **SECTION 13. RATIFICATION LANGUAGE**

Due to the need for PREMIER'S services to be provided continuously on an ongoing basis, PREMIER may have provided services prior to the execution of this AGREEMENT. To the extent that said services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

#### **SECTION 14. PERFORMANCE DEPOSIT**

A. PREMIER shall provide the DEPARTMENT a refundable performance deposit equal to Three Hundred Thousand Dollars (\$300,000.00) for the term of AGREEMENT.

##### **B. Form of Deposit**

PREMIER'S Deposit shall be in the following form:

1. A cashier's check drawn on a recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.

##### **C. Agreement of Deposit and Indemnity**

PREMIER unconditionally agrees that in the event of any material default of this AGREEMENT by PREMIER and consequent termination by CITY, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by the DEPARTMENT.

**D. Maintenance of Deposit**

CITY shall hold PREMIER'S deposit in an interest-bearing account during the entire term of the AGREEMENT

**E. Return of Deposit to PREMIER**

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

**SECTION 15. TAXES, PERMITS, AND LICENSES**

- A. PREMIER 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, building permits, police and fire permits, etc. PREMIER shall provide copies of all permits and licenses to SMG and DEPARTMENT.
- B. PREMIER shall pay all taxes of whatever character that may be levied or charged upon the rights of PREMIER to use the PREMISES, or upon PREMIER'S improvements, fixtures, equipment, or other property thereon or upon PREMIER'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. PREMIER, 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. During the entire term of the AGREEMENT, PREMIER must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).
- D. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, PREMIER 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 (revenue-sharing rent) 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 DEPARTMENT, 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, PREMIER shall be responsible to pay the updated, higher rate.

The charges for late or delinquent Occupancy Tax payments shall be One Hundred Fifty Dollars (\$150.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.

#### **SECTION 16. ASSIGNMENT, SUBLEASE, BANKRUPTCY**

PREMIER 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 CITY. 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.

PREMIER may not, without prior written permission of the CITY:

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

#### **SECTION 17. BUSINESS RECORDS**

PREMIER shall maintain during the term of the AGREEMENT and for three (3) 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 DEPARTMENT, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.

- A. Employee Fidelity Bonds:  
At DEPARTMENT'S discretion, adequate employee fidelity bonds may be required to be maintained by PREMIER covering all its employees who handle money.

B. Cash And Record Handling Requirements:

If requested by DEPARTMENT, PREMIER 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 DEPARTMENT for approval.

PREMIER 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 PREMIER 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 business operated by PREMIER or for recording PREMIER'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 CITY, in its sole discretion, deems necessary for proper reporting of receipts.

C. Method of Recording Gross Receipts:

Unless otherwise specified in the AGREEMENT, PREMIER shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. PREMIER shall not purchase or install the cash register before obtaining DEPARTMENT'S written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, PREMIER may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of 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. PREMIER shall not purchase or install the computerized Point-of-Sale system, including hardware and software,



before obtaining DEPARTMENT'S written approval of the specific hardware and software to be purchased.

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

PREMIER shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the CONCESSION operations to SMG and DEPARTMENT as specified in the AGREEMENT, in a form acceptable to DEPARTMENT, 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 DEPARTMENT or his designee, provided sufficient verification of the need for the extension is provided, as accepted by DEPARTMENT. The charge for late or delinquent Profit and Loss Statements shall be One Hundred Fifty Dollars (\$150.00) per month or part thereof late.

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by PREMIER 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 PREMIER to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, PREMIER shall pay CITY within thirty (30) days after billing any additional revenue-sharing payments disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, PREMIER shall also pay the cost of the audit.

## **SECTION 18. REGULATIONS, INSPECTION, AND DIRECTIVES**

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

Notwithstanding exclusivity granted to PREMIER by the terms of this Agreement, the City in its discretion may require PREMIER, without any reduction in rent or other valuable consideration to PREMIER, 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:**

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;

2. Any and all orders, directions or conditions issued, given, or imposed by DEPARTMENT 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 City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over PREMIER'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 PREMIER from CITY or DEPARTMENT and any errors or omissions therefrom shall not relieve PREMIER of its obligations to faithfully perform the conditions therein. PREMIER shall immediately comply with any written request or order submitted to it by CITY or DEPARTMENT.

**D. Right of Inspection and Access to Venue**

CITY and the DEPARTMENT, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times. Said access and/or inspections may be made at any time by persons identified to PREMIER as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY:

1. To determine if PREMIER is complying with the terms and conditions of the AGREEMENT.
2. To observe transactions between PREMIER and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of PREMIER'S employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate PREMIER to provide a basis for an action by CITY for the termination, renewal or denial of extensions to the AGREEMENT or for any other appropriate action.

**E. Control of Premises**

CITY 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 said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by PREMIER.

**F. Business Inclusion Program**

PREMIER 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 I). PREMIER certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. PREMIER shall not change any of these designated sub consultants and subcontractors, nor shall PREMIER reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the term of the AGREEMENT, PREMIER must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit J) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit K) and certified correct by PREMIER or its authorized representative. The completed Schedule C shall be furnished to the DEPARTMENT 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. PREMIER shall, prior to the execution of the Agreement, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that PREMIER 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. PREMIER 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, PREMIER 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 PREMIER interviewed and the reasons why referred individuals were not hired.

3. Any Subcontract entered into by PREMIER relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. PREMIER 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 PREMIER 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 PREMIER'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 PREMIER has violated provisions of the FSHO.

#### **H. 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 L. 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 \$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.

## I. CEC Form 55

CEC Form 55 requires bidders to identify their principals, their subcontractors performing \$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**

PREMIER agrees to yield and deliver possession of the PREMISES to CITY 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 PREMIER or CITY.

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 CITY and PREMIER. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by PREMIER under the AGREEMENT.

### **SECTION 20. NOTICES**

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

Department of Recreation and Parks  
Attention: Partnership and Revenue Branch/Concessions Unit  
P. O. Box 86610  
Los Angeles, California 90086-0610

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.

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

- B. To PREMIER:  
The execution of any notice to PREMIER by DEPARTMENT shall be as effective for PREMIER as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to PREMIER or to any officer or responsible employee of PREMIER 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.

- B. Written notices to PREMIER shall be addressed to PREMIER as follows:

SMG d.b.a. Premier Food Services Management Group, Inc.  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: President

With a copy to:

SMG d.b.a. Premier Food Services Management Group, Inc.  
300 Conshohocken State Rd., Suite 770  
West Conshohocken, PA 19428  
Attn: Counsel

And with a copy to:

SMG d.b.a. Premier Food Services Management Group, Inc.  
Attention: CONCESSION MANAGER  
2700 North Vermont Avenue  
Los Angeles, California 90027

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

## **SECTION 21. 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. 3/09), Excluding PSC-34
- B. Premises Map
- C. Good Food Purchasing Policy Guidelines for Food Service Institutions
- D. Premier's Proposal Plan for Food and Beverage

- E. Premier's Investment Equipment List
- F. Non-Employee Accident or Illness Report
- G. Monthly Remittance Advice Form
- H. Special Occurrence and Loss Report
- I. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- J. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
- K. Final Subcontracting Report form, Schedule C
- L. CEC Form 50

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 and 13) Exhibit L.

(Signature Page to Follow)

DRAFT

**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 PREMIER 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: \_\_\_\_\_  
MICHAEL A. SHULL  
General Manager

DATE: \_\_\_\_\_

SMG d.b.a. Premier Food Services Management Group, Inc.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: \_\_\_\_\_  
ANTHONY-PAUL DIAZ  
Deputy City Attorney

DATE: \_\_\_\_\_

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

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

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



# 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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

#### **PSC-9. 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-10. TERMINATION**

##### **A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

##### **B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. 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 the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

**PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

**PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **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-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,



and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

## **PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

## **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise obligate its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. 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-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

## **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
  - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.



- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
  - C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
  - D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

### Exhibit 1 (Continued) Required Insurance and Minimum Limits

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

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

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

Limits

|   |   |          |                 |
|---|---|----------|-----------------|
| ___ <b>Workers’ Compensation – Workers’ Compensation (WC) and Employer’s Liability (EL)</b> |   | WC _____ | Statutory _____ |
|   |   | EL _____ |                 |
| <input type="checkbox"/> Waiver of Subrogation in favor of City                             | <input type="checkbox"/> Longshore & Harbor Workers |          |                 |
|   | <input type="checkbox"/> Jones Act                  |          |                 |

\_\_\_ **General Liability** \_\_\_\_\_

|  |  |
|--|--|
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Sexual Misconduct _____ |
| <input type="checkbox"/> Fire Legal Liability _____    |  |
| <input type="checkbox"/> _____                         |  |

\_\_\_ **Automobile Liability** (for any and all vehicles used for this Contract, other than commuting to/from work) \_\_\_\_\_

\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

\_\_\_ **Property Insurance** (to cover replacement cost of building – as determined by insurance company) \_\_\_\_\_

|  |   |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood _____       | <input type="checkbox"/> Builder’s Risk       |
| <input type="checkbox"/> Earthquake _____  | <input type="checkbox"/> _____                |

\_\_\_ **Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

\_\_\_ **Surety Bonds** – Performance and Payment (Labor and Materials) Bonds 100 % of Contract Price

\_\_\_ **Crime Insurance** \_\_\_\_\_

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Required Insurance and Minimum Limits

Name: Greek Theatre Food & Beverage Concession RFP

Date: 04/08/2015

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

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

Limits

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**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

|  |    |                    |
|--|----|--------------------|
|  | WC | <i>Statutory</i>   |
|  | EL | <b>\$1,000,000</b> |

Waiver of Subrogation in favor of City
  Longshore & Harbor Workers  
 Jones Act

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**General Liability** \_\_\_\_\_ \$5,000,000

Products/Completed Operations
  Sexual Misconduct \_\_\_\_\_  
 Fire Legal Liability \$100,000  
 Liquor Liability \$1,000,000  
 Rental Interruption 180 days

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**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \$1,000,000

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\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period 12 Months After Completion of Work or Date of Termination

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\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

|   |  |
|---|--|
| <input type="checkbox"/> All Risk Coverage<br><input type="checkbox"/> Flood _____<br><input type="checkbox"/> Earthquake _____ | <input type="checkbox"/> Boiler and Machinery<br><input type="checkbox"/> Builder's Risk<br><input type="checkbox"/> _____ |
|---|--|

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\_\_\_\_ **Pollution Liability** \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

---

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**<sup>®</sup> at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

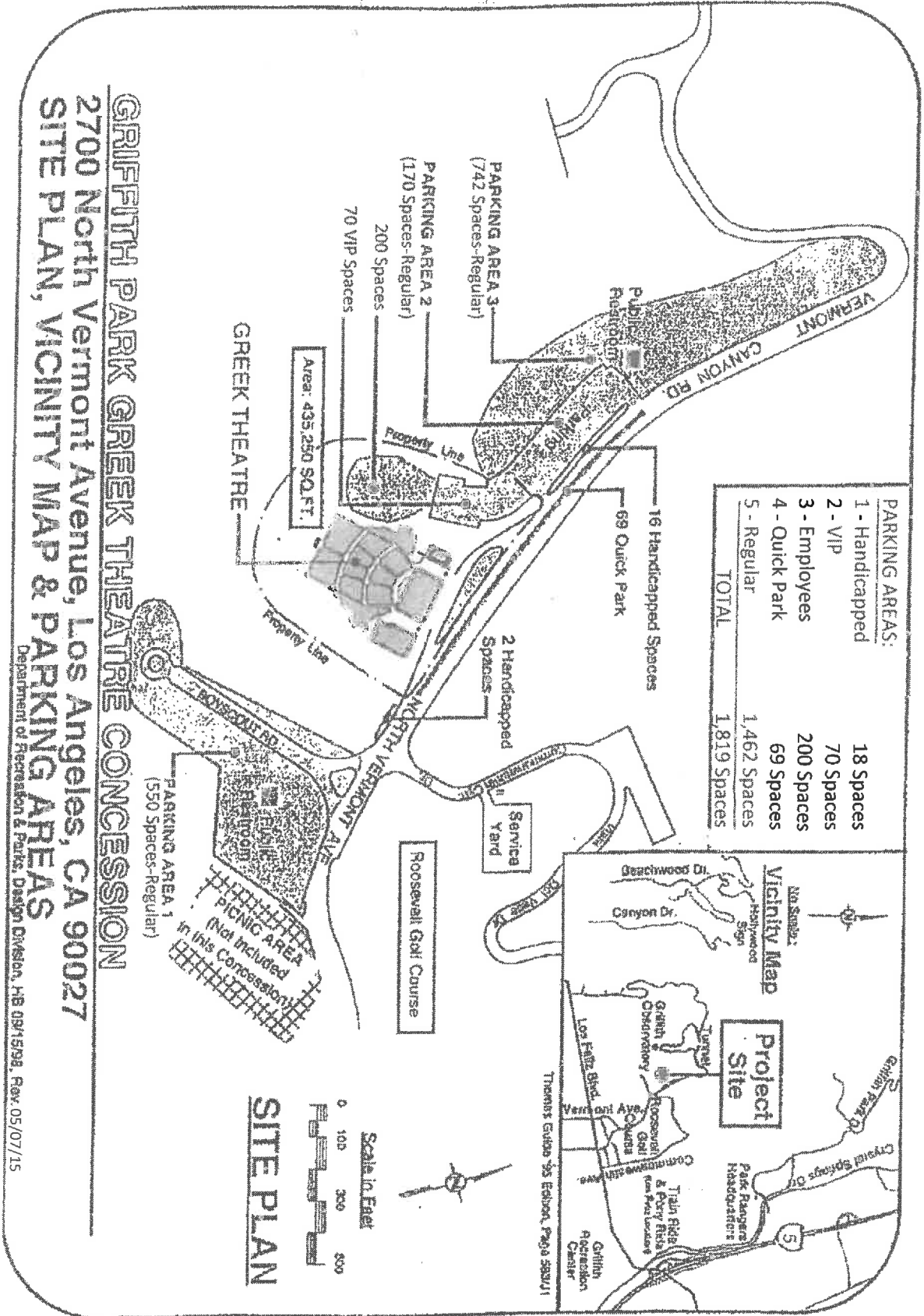
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

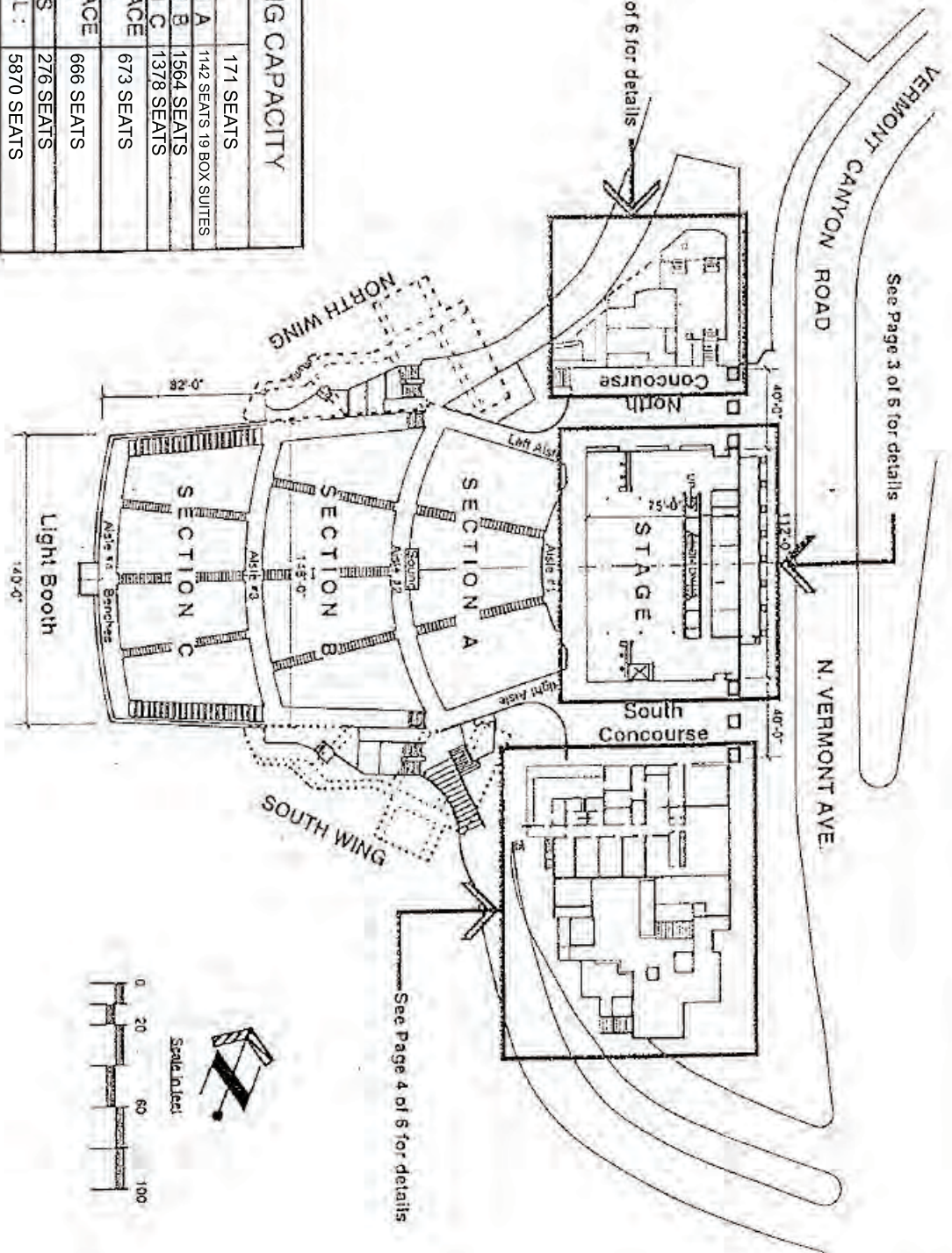
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.



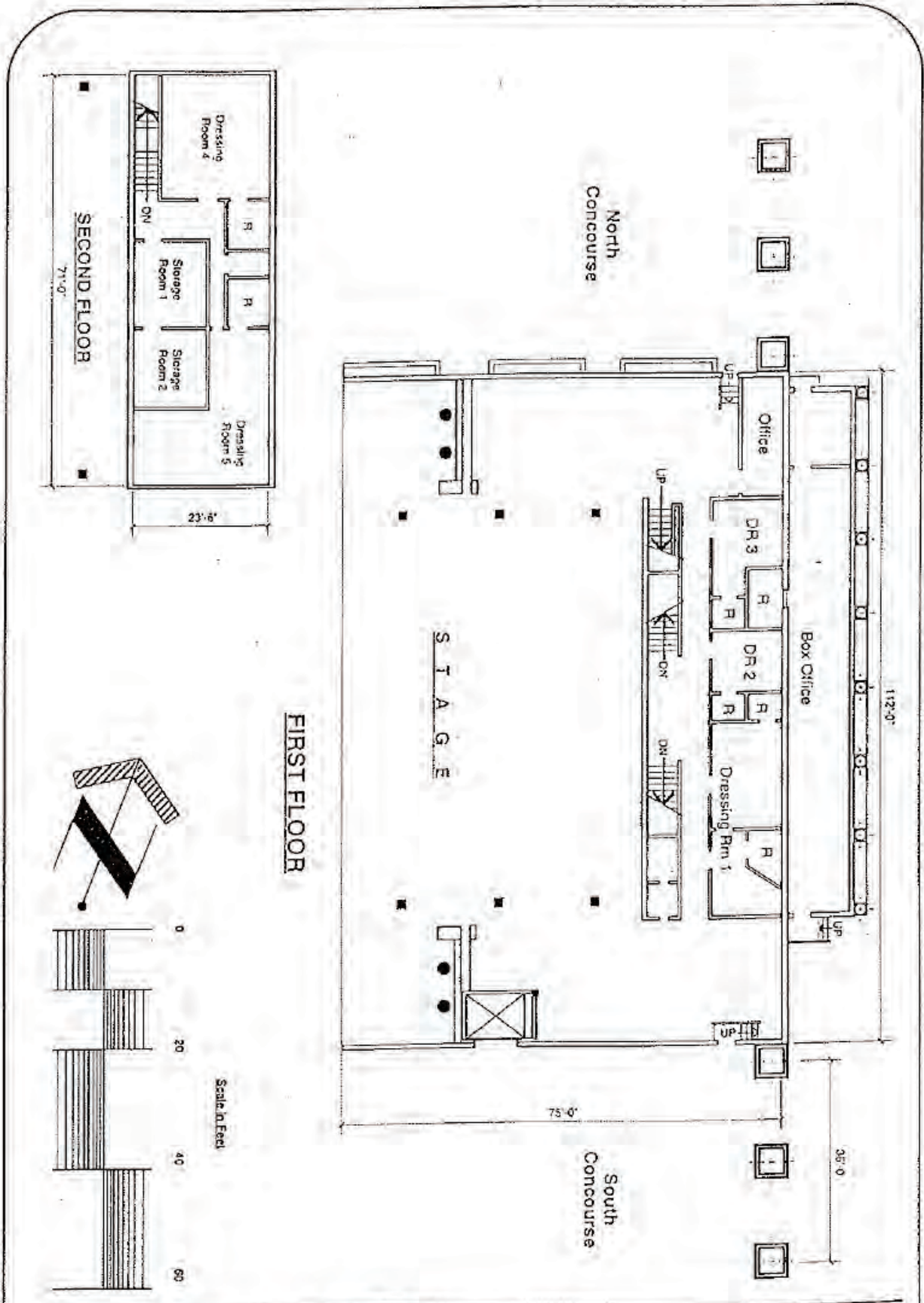
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
 SITE PLAN, VICINITY MAP & PARKING AREAS

Department of Recreation & Parks, Design Division, HB 09/15/98, Rev. 05/07/15

| SEATING CAPACITY        |                          |
|-------------------------|--------------------------|
| PIT                     | 171 SEATS                |
| SECTION A               | 1142 SEATS 19 BOX SUITES |
| SECTION B               | 1564 SEATS               |
| SECTION C               | 1378 SEATS               |
| N. TERRACE<br>(N. Wing) | 673 SEATS                |
| S. TERRACE<br>(S. Wing) | 666 SEATS                |
| BENCHES                 | 276 SEATS                |
| TOTAL:                  | 5870 SEATS               |



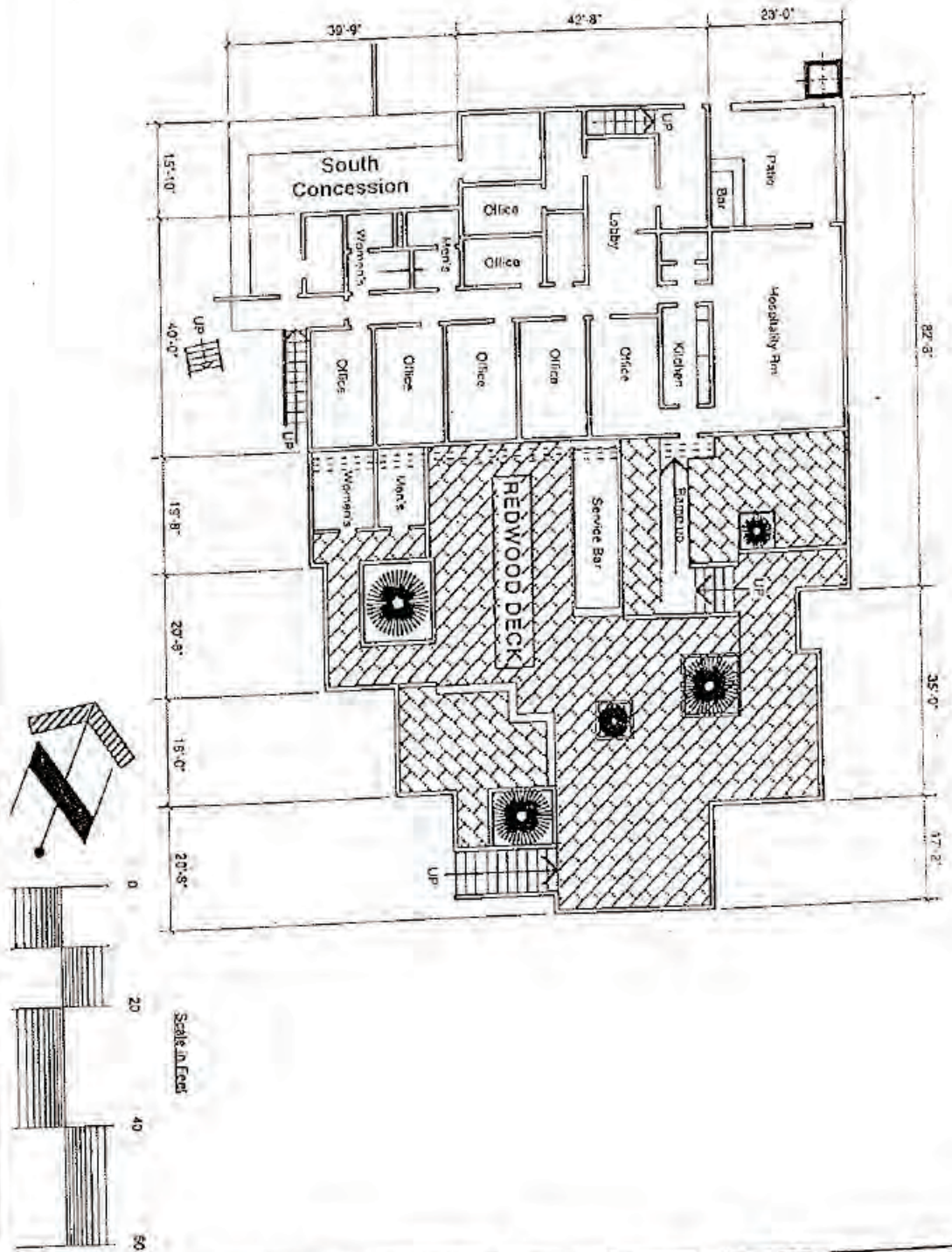
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR PLAN**



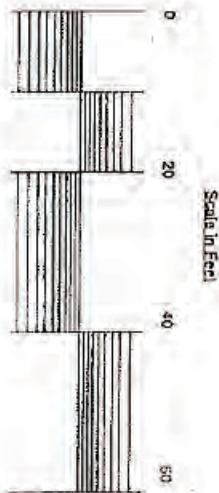
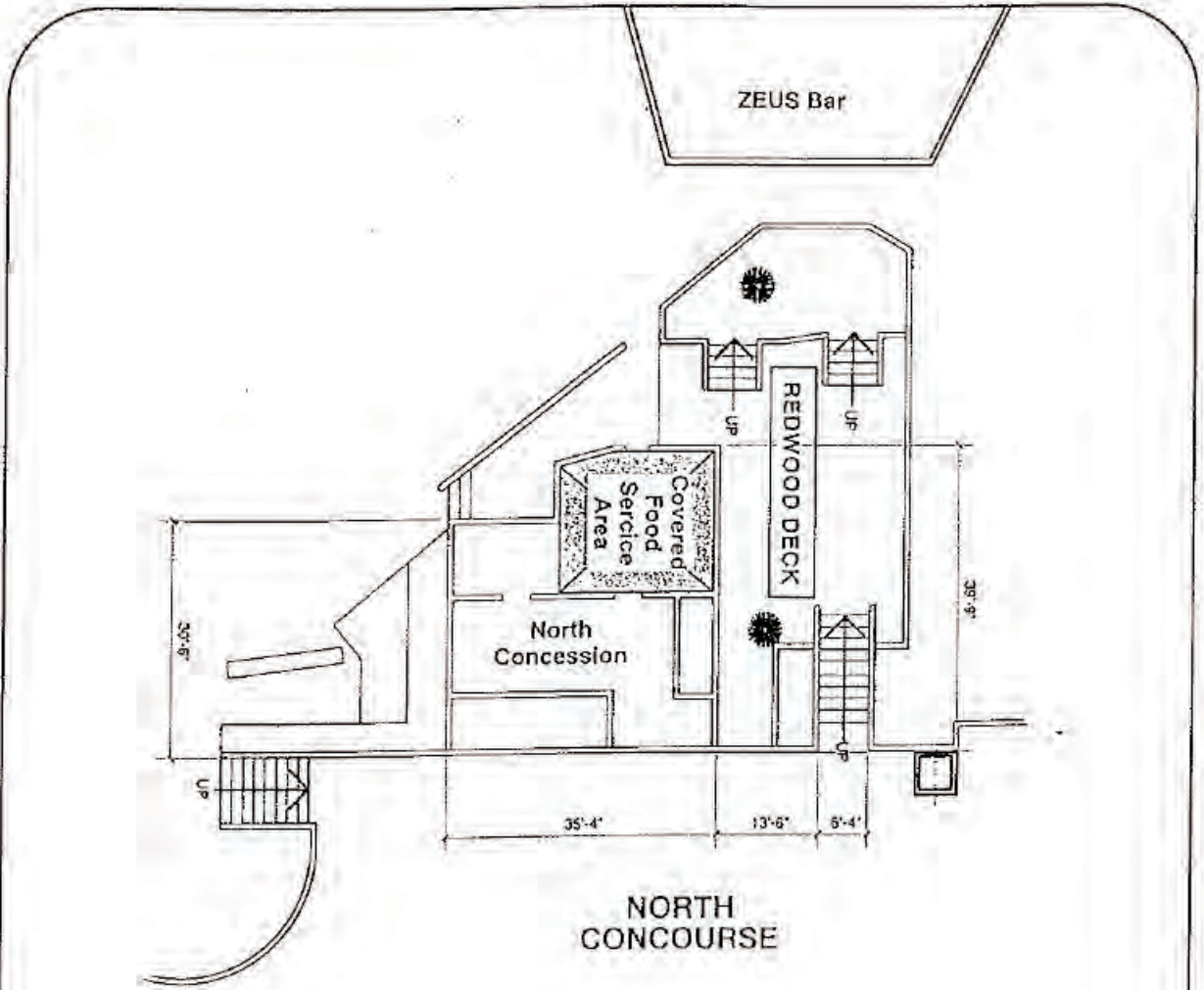
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR (STAGE) AND SECOND FLOOR**

Department of Recreation & Parks, Design Division, HB 09/15/98, Rev. 05/20/14

# SOUTH CONCOURSE

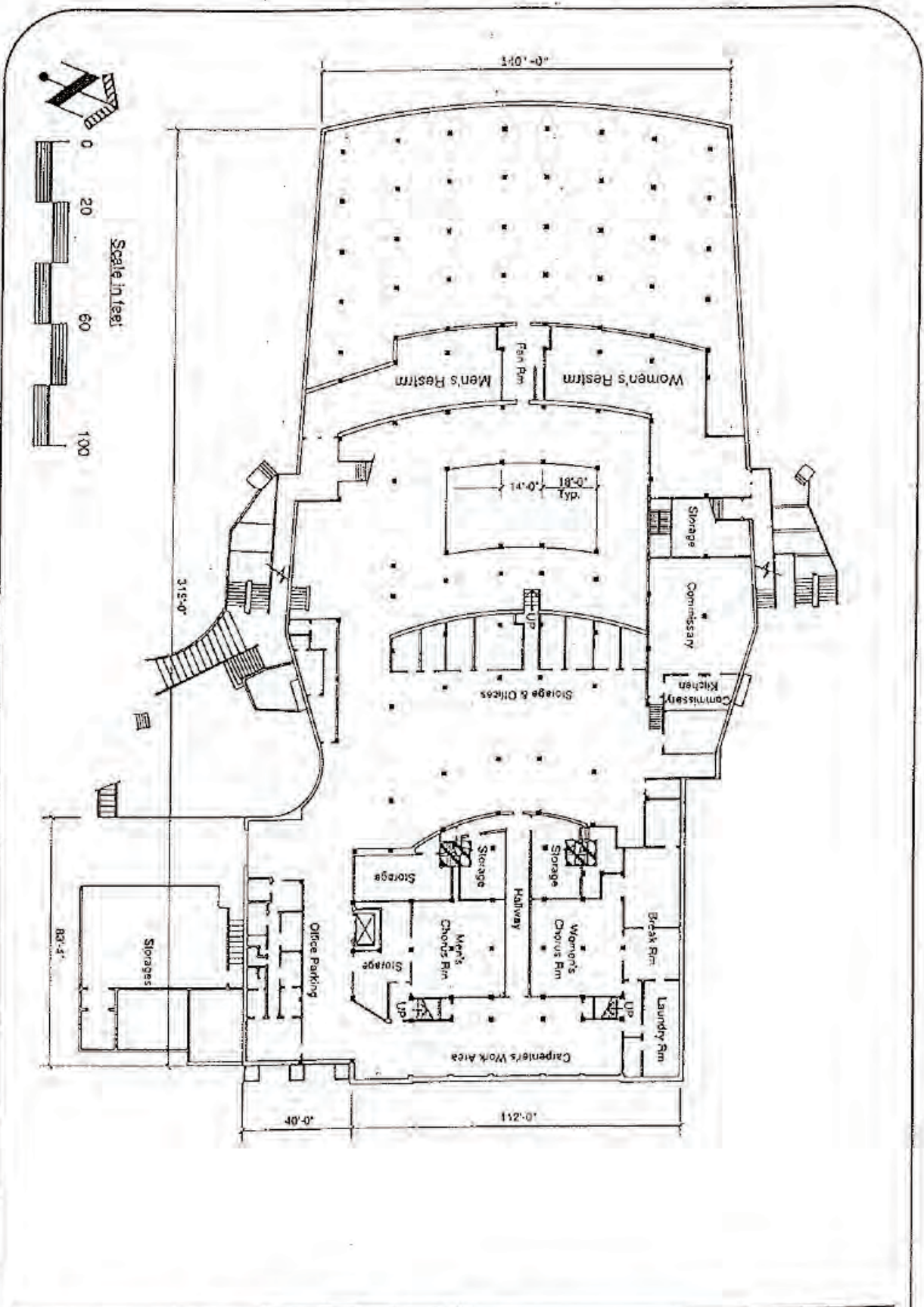


**GRIFFITH PARK GREEN THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / SOUTH WING**



**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / NORTH WING**



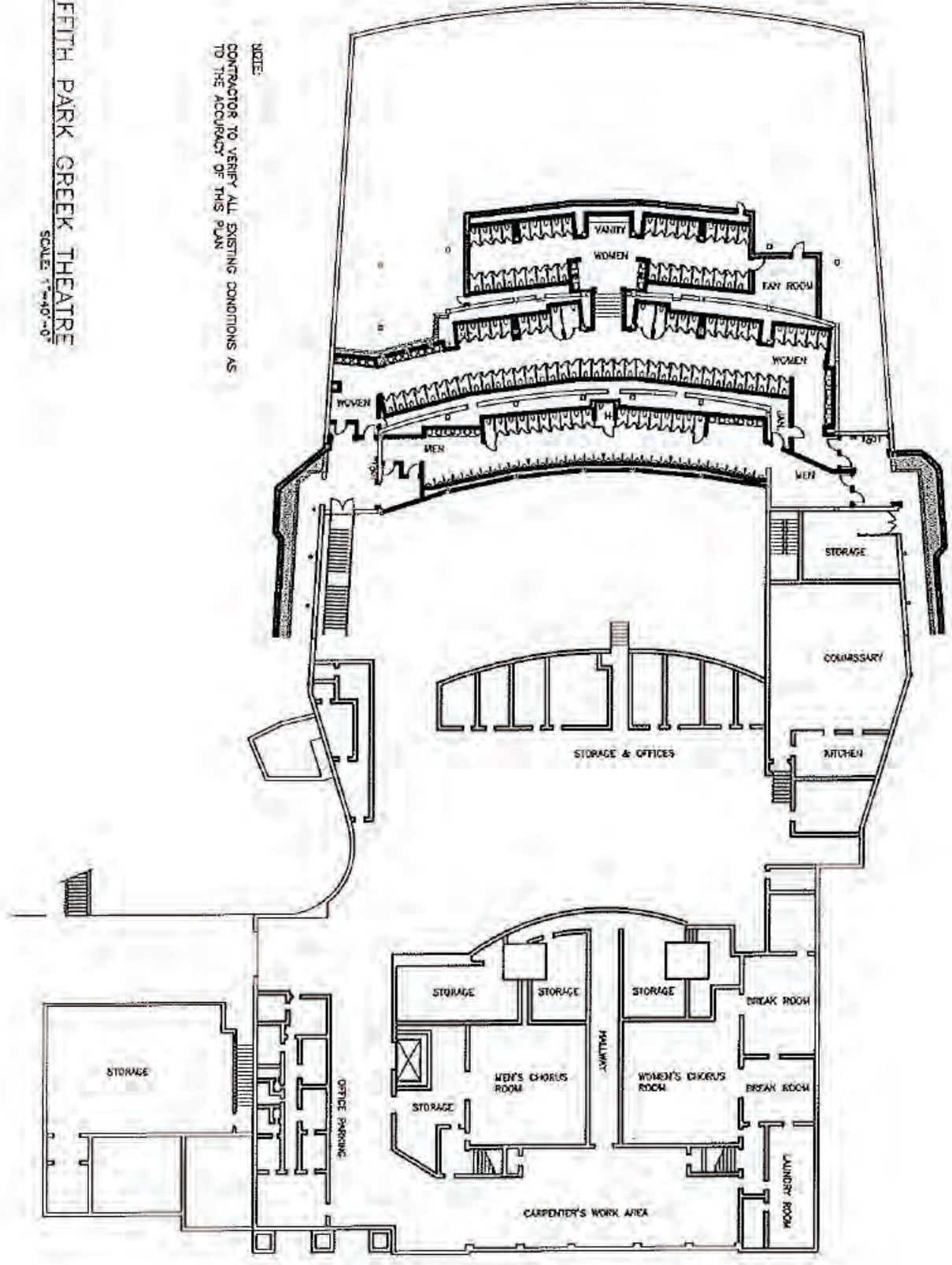


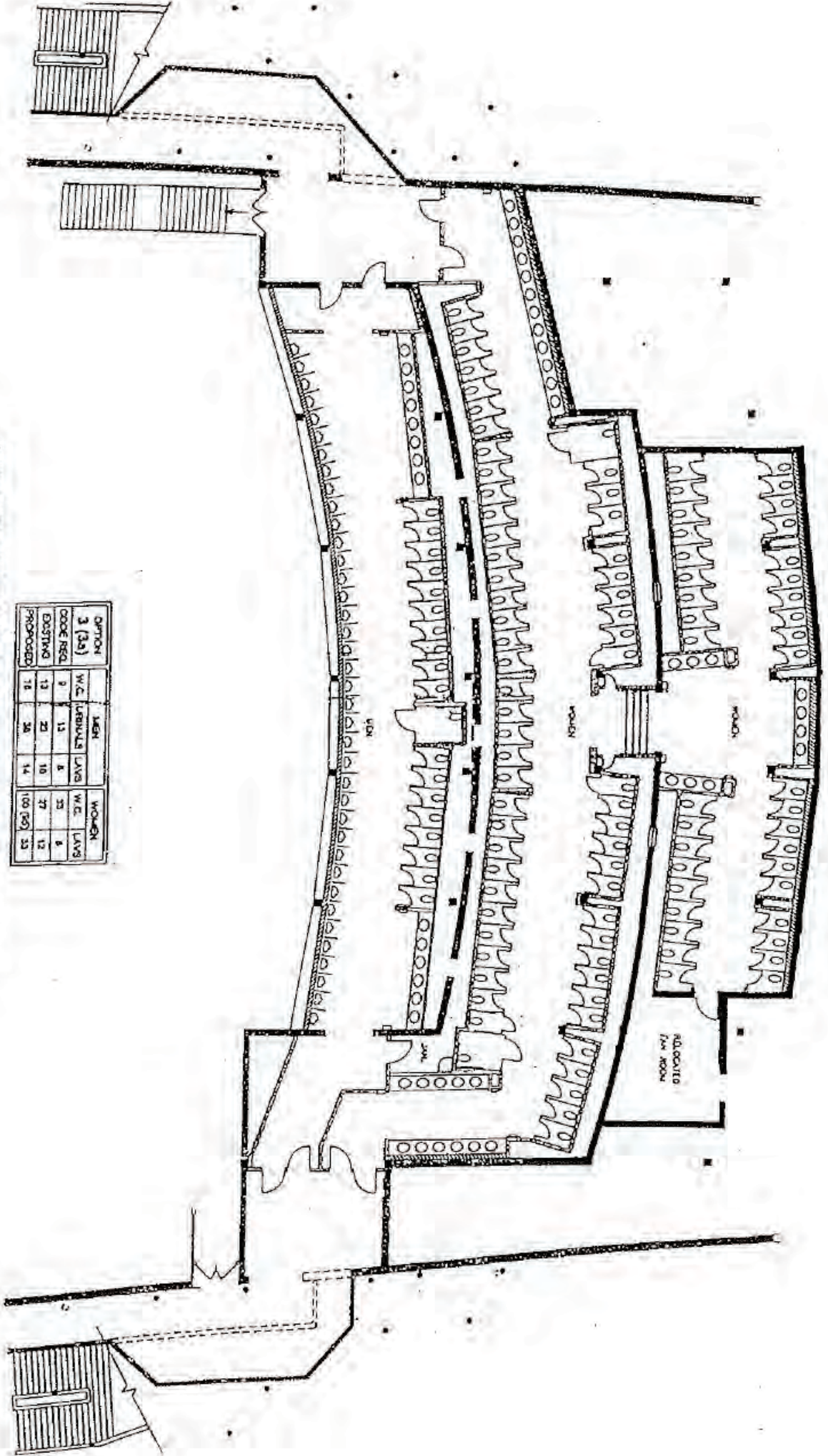
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
**2700 North Vermont Avenue, Los Angeles, CA 90027**  
**BASEMENT PLAN**

|             |                  |                                      |             |         |
|-------------|------------------|--------------------------------------|-------------|---------|
| PROJECT NO. | SHEET TITLE      | DESIGNAL APPROVAL                    | DESIGN DATE | BY DATE |
| FIELD NO.   | PROJECT          | DIRECTION OF PLANNING & CONSTRUCTION | DATE        | DATE    |
| SHEET NO.   | FACILITY ADDRESS | CONTRACT ADMINISTRATION              | CHECK DATE  |         |

GRIFFITH PARK GREEK THEATRE  
SCALE: 1/8"=1'-0"

NOTE:  
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AS TO THE ACCURACY OF THIS PLAN





| OPTION    | MEN  |           | WOMEN    |      |
|-----------|------|-----------|----------|------|
|           | W.C. | LAB/URVLS | W.C.     | LABS |
| 3 (2a)    | 9    | 12        | 23       | 8    |
| OOCE RECL |      |           |          |      |
| EXISTING  | 12   | 22        | 27       | 12   |
| PROPOSED  | 18   | 24        | 100 (50) | 23   |

GRIFFITH PARK GREEK THEATRE COMMISSION  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
 MEN'S & WOMEN'S RESTROOMS

Rev 05/20/14

# The Good Food Purchasing Pledge



IN PLEDGING OUR SUPPORT FOR GOOD FOOD, we will use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods.

We pledge to leverage our purchasing power to support the following values:

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

Signed by \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Institution \_\_\_\_\_

Date \_\_\_\_\_

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

1

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

2

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

3

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

## TO GUIDE IMPLEMENTATION, WE COMMIT TO THE FOLLOWING TIMELINE:

1

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

2

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

3

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

4

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

5

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

## PROGRAM COMPONENTS

- **Multi-Year Benchmarks:** Purchasers are asked to meet benchmarks in years one and five, recognizing that the shift towards Good Food purchasing will take time, and purchasers will need to make incremental changes.
- **Tiered-Value System:** A tiered-value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing initiative. For each of the five values, foods are ranked from Level One (baseline) through Level Three (highest). Higher tiers of achievement are rewarded with more points accordingly.
- **Ranked Criteria:** For most value categories, third-party certifications and label claims allowed by USDA or FDA are used to determine the level of “Good” achieved by an institution’s purchases. These third-party certifications are used to rank Good Food purchases as Levels One (baseline), Two, or Three within each value category.
- **Baseline Requirements:** A baseline in each category is established that must be maintained throughout participation in the program.
- **Good Food Recognition:** Purchasers are scored and recognized at different levels to reward higher Good Food sourcing commitments within value categories. Purchasers that meet the baseline level for each category receive Good Food Purchaser recognition (one star). Additional levels (two to five stars) are awarded to purchasers to recognize the most dedicated supporters of the *Good Food Purchasing Guidelines*.
- **Traceability:** Purchasers are asked to work with suppliers to establish transparent reporting systems to verify product source.
- **Compliance Plan:** If vendor and/or suppliers do not have a current capacity to meet food purchasing targets, the vendor may submit a plan to achieve full compliance at a baseline level by the end of year one.
- **Annual Report:** Purchasers are asked to report annually on their progress.
- **Promotion:** The City of Los Angeles and the Los Angeles Food Policy Council will regularly promote and celebrate Good Food institutional commitments. Successful participants in the *Good Food Purchasing Pledge* program can also serve as an inspiration and positive role model for other institutions in our region.

## PROGRAM OVERVIEW: GOOD FOOD PURCHASING GUIDELINES

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

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

- (1) Local Economies
- (2) Environmental Sustainability
- (3) Valued Workforce
- (4) Animal Welfare
- (5) Nutrition

### About the Los Angeles Food Policy Council

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

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

For more information, contact [info@goofoodla.org](mailto:info@goofoodla.org).

# Good Food Purchasing Guidelines *for* Food Service Institutions

## Los Angeles Food Policy Council



LOS ANGELES  
FOOD POLICY  
COUNCIL



**Good Food  
Purchasing Guidelines  
for  
Food Service Institutions**

**Los Angeles  
Food Policy Council**



**LOS ANGELES  
FOOD POLICY  
COUNCIL**

*October 2012*

**GOODFOODLA.ORG**



## Los Angeles Food Policy Council

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# Good Food Purchasing Guidelines for Food Service Institutions

Exhibit C  
Attachment A

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



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

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

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

### HEALTHY

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

### SUSTAINABLE

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

### FAIR

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

### AFFORDABLE

Foods that people of all income levels can purchase.

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

### WHAT IS GOOD FOOD PROCUREMENT?

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

### THE IMPORTANCE OF GOOD FOOD PROCUREMENT

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

### Good Food sourcing benefits may include:

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

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

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

### Public institutions, in particular, play a critical role in increasing access to Good Food.

Through their reach to some of the most vulnerable populations, including seniors and children, public programs help ensure that all Angelenos have access to the healthiest foods. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. Such programs and institutions provide a buffer against hunger, food insecurity

and also serve as a primary source of nutrition for millions of residents. Public and private institutions also purchase food to sell to employees and the public in retail outlets such as vending machines, cafeterias, and concession stands.

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

Los Angeles nutrition education programs such as the California Department of Public Health and Network for a Healthy California’s *Harvest of the Month* program, administered by LAUSD in 250 Los Angeles schools, and some of the Los Angeles county WIC-Only stores are using guidelines that state that their Good Food is sourced from:

- Farms within 200 miles of the final service of the product
- Farms that are less than 200 acres
- Farms that provide more than five items annually (this excludes mono-cropping and allows for crop diversity and better soil management)

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

## IMPLEMENTING A GOOD FOOD PROGRAM

Before implementing changes, operations should assess:

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

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

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



## BUDGETING FOR GOOD FOOD

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

Strategies for offsetting increased costs include:

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

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

## METHODOLOGY FOR ASSESSING GOOD FOOD PROCUREMENT

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

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

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

## GOOD FOOD PURCHASING PROGRAM GOALS

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

## GOOD FOOD PURCHASING COMMITMENT LEVELS

|   |   |   |   |   |
|---|---|---|---|---|
|  |  |  |  |  |
| Good Food Purchaser   | Good Food Purchaser   | Good Food Purchaser   | Good Food Purchaser   | Good Food Purchaser   |
| <b>5–9</b>  | <b>10–14</b>  | <b>15–19</b>  | <b>20–24</b>  | <b>25+</b>  |
| Points Needed   | Points Needed   | Points Needed   | Points Needed   | Points Needed   |

### BASELINE REQUIREMENT

All Good Food Purchasers must score at least one point in each value category.

### MIXING LEVELS AND VALUES

Points may be earned by mixing various commitment levels and value categories.

—*Example*

2 points from Level 2 of Nutrition + 1 point from Level 1 of Animal Welfare = 3 points total

### ACCUMULATION OF POINTS

Cumulative points may be earned if purchasers comply simultaneously with different commitment levels within a particular value category.

—*Example*

From the Environmental Sustainability category, participants can earn 6 points by fulfilling all the different requirements for Levels 1, 2 and 3.

### EXPECTATIONS FOR INCREASED COMMITMENT

After one year of participation in the program, purchasers will be expected to gradually increase the amount of Good Food that they purchase in order to maintain the same number of points. See Good Food Purchasing Guidelines for more details.

### SCORING SYSTEM EXAMPLES

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

| LEVELS \ VALUE | 1 | 2 | 3 | 4 | 5 |
|----------------|---|---|---|---|---|
| EXTRA POINTS   | 2 |   |   |   | 1 |
| LEVEL 3        |   |   | 3 |   | 3 |
| LEVEL 2        | 2 |   | 2 |   |   |
| LEVEL 1        |   | 1 |   | 1 |   |


=
  
 Good Food Purchaser

| LEVELS \ VALUE | 1 | 2 | 3 | 4 | 5 |
|----------------|---|---|---|---|---|
| EXTRA POINTS   | 1 | 2 | 1 |   |   |
| LEVEL 3        | 3 | 3 |   |   |   |
| LEVEL 2        |   | 2 |   | 2 | 2 |
| LEVEL 1        | 1 |   | 1 |   |   |


=
  
 Good Food Purchaser



Pomegranates  
\$3.00 a pound

**Pomegranates**  
Pomegranates have great taste, are rich in antioxidants, and have long been a favorite for many cultures. They are also a good source of fiber and potassium. To enjoy the benefits of pomegranates, simply cut the fruit open and eat the seeds. They are also a great addition to salads and smoothies.

**ORGANIC**  
Apples  
\$3.00 a pound  
2 lbs \$5.00



## An Overview of Good Food Values

Procurement suggestions will focus on sourcing products that align with these Good Food principles:

### LOCAL ECONOMIES (LOCAL FOOD)

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

### ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

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

### VALUED WORKFORCE (FAIR FOOD)

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

### ANIMAL WELFARE (HUMANE FOOD)

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

### NUTRITION (HEALTHY FOOD)

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

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

# Value 1: Local Economies Purchasing Goals

| LEVEL 1 — BASELINE   | LEVEL 2  | LEVEL 3  |
|--|--|--|
| Local within 200 miles <sup>1</sup> (or 10 Southern California counties) AND large scale operations <sup>2</sup> (>500 acre farms);<br>or<br>Outside of the local 200 mile range but within California AND medium scale operations (180-499 acre farms);<br>or<br>Outside of California AND small scale operations (<180 acre farms) | Local within 200 miles (or 10 Southern California counties) AND medium scale operations;<br>or<br>Outside of the local 200 mile range but within California AND small scale operations | Local within 200 miles (or 10 Southern California counties) AND small scale operations |

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

| TARGET  | POINTS AWARDED |
|---|----------------|
| <b>LEVEL 1 — BASELINE</b><br>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 local food sources (See glossary for definition of source).<br>OR<br>If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one. | 1              |
| Year 5: 25% annual average of total cost of food purchases will come from Level 1 local food sources by fifth year of participation.  | 1              |
| <b>LEVEL 2</b><br>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 local food sources.   | 2              |
| Year 5: 25% annual average of total cost of food purchases will come from Level 2 local food sources by fifth year of participation.  | 1              |
| <b>LEVEL 3</b><br>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 local food sources.   | 3              |
| Year 5: 25% annual average of total cost of food purchases will come from Level 3 local food sources by fifth year of participation.  | 1              |
| <b>EXTRA POINTS</b><br>Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles.   | 1              |
| (Applies to annual food purchases)<br>Food is grown/raised and processed in Los Angeles County.   | 1              |
| Food is purchased directly from farmer-owned businesses.  | 1              |
| Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).  | 1              |
| 50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.   | 1              |
| At least 25% of prepared seafood sourced from small and or local fleets.  | 1              |



Photo credit: Haan-Fawn Chau

**Steps to Implementation:**

- Source local agricultural and food products directly from farmers and ranchers at certified farmers’ markets in City of Los Angeles and/or Los Angeles County (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Local Food).
- Buy local agricultural and food products from distribution firms that verifiably buy from farmers’ market certified producers at Los Angeles County certified farmers’ markets.
- Buy local agricultural and food products from distribution firms that buy from other verified local farms and producers.
- Buy local agricultural and food products from distribution firms and processors that have a verifiable local food line (See Appendix C for listings).
- Work with distributors to source seasonal fruits and vegetables to ensure best taste, quality, and price.


<sup>1</sup>The Los Angeles Food Policy Council defines local as 200 miles, ten counties and touching over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange and Los Angeles.

<sup>2</sup>To measure the size of other agricultural and food processing operations, see the glossary for full details.

# Value 2: Environmental Sustainability Purchasing Goals

## FRUITS & VEGETABLES



### LEVEL 1 — BASELINE

Farms agree to participate in Stewardship Index for Specialty Crops;  or  
PRiME score has no high risk components for Integrated Pest Management Practices

### LEVEL 2

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

### LEVEL 3



USDA Organic;  or  
Biodynamic 

## MILK & DAIRY

### LEVEL 1 — BASELINE

No antibiotics; and  
rBGH/rBST free

### LEVEL 2

Non-GMO Project Verified;  or  
Animal Welfare Approved 

### LEVEL 3

Food Alliance Certified;  or  
USDA Organic 

## MEAT & POULTRY



### LEVEL 1 — BASELINE

Cage-free eggs; or  
Pasture raised; or  
USDA Grassfed; or  
No antibiotics<sup>3</sup>

### LEVEL 2

AGA Grassfed;  or  
Non-GMO Project Verified;  or  
Animal Welfare Approved 

### LEVEL 3

Food Alliance Certified;  or  
USDA Organic 

## SEAFOOD

### LEVEL 1 — BASELINE

No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide



### LEVEL 2

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



### LEVEL 3

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



## GRAINS

### LEVEL 1 — BASELINE

Pesticide-free

### LEVEL 2

Food Alliance Certified;  
or  
Non-GMO Project Verified



### LEVEL 3

USDA Organic



<sup>3</sup> “No antibiotics” refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.



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

|  | TARGET   | POINTS AWARDED |
|--|--|----------------|
| <b>LEVEL 1<br/>— BASELINE</b>                              | <b>YEAR 1</b><br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.<br>OR<br>If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one. | 1              |
|  | <b>YEAR 5</b><br>1) 25% annual average of total cost of food purchases will come from Level 1 environmentally sustainable sources by fifth year of participation in the GFPP program.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.   | 1              |
| <b>LEVEL 2</b>   | <b>YEAR 1</b><br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.  | 2              |
|  | <b>YEAR 5</b><br>1) 25% annual average of total cost of food purchases will come from Level 2 environmentally sustainable sources by fifth year of participation.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.   | 1              |
| <b>LEVEL 3</b>   | <b>YEAR 1</b><br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.  | 3              |
|  | <b>YEAR 5</b><br>1) 25% annual average of total cost of food purchases will come from Level 3 environmentally sustainable sources by fifth year of participation.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.   | 1              |
| <b>EXTRA POINTS<br/>(Applies to annual food purchases)</b> | Institution participates in “Meatless Mondays” campaign.   | 1              |
|  | A minimum of 75% percent of all seafood is noted as “Best Choices” in the Monterey Bay Aquarium Guide or is certified by the Marine Stewardship Council.   | 1              |
|  | 50% annual average of total cost of food purchases comes from environmentally sustainable sources.   | 1              |




Photo credit: Haan-Fawn Chau

**Steps to Implementation:**


- Request that your distributor buy food and beverage products that are third-party certified (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Ask your distributor to encourage suppliers to participate in the Stewardship Index for Specialty Crops to begin measuring their baseline sustainability indicators and develop targets for continued progress (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Request that your distributors buy and sell seafood that is listed in the Monterey Bay Aquarium’s Seafood Watch Guide as “Best Choices” or is certified by the Marine Stewardship Council (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Sustainable Seafood).

# Value 3: Valued Workforce Purchasing Goals





## LEVEL 1 — BASELINE

- Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and
  - All vendors and suppliers\*: sign in writing that they comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO): 
1. Freedom of association and the right to collective bargaining.
  2. Elimination of all forms of forced or compulsory labor.
  3. Abolition of child labor.
  4. Elimination of discrimination with respect to employment or occupation

## LEVEL 2

- Meets the Level 1 baseline requirements; and Vendor and Supplier\*
- Have a social responsibility policy, which includes:
  - (1) union or non-poverty wages;
  - (2) respect for freedom of association and collective bargaining;
  - (3) safe and healthy working conditions; and
  - (4) prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:
    - (5) health care benefits
    - (6) paid sick days;
    - (7) profit-sharing with all employees;
- Are Fair Trade Certified  (for international products)

## LEVEL 3

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

\* Scope of vendors and suppliers:

Fresh Produce: Farm AND distributor (if not purchasing directly from the farm)

Minimally processed fresh produce: Production source (e.g. farm, fishery, ranch) AND processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Animal Products: Production source (e.g. farm, fishery, ranch) AND slaughtering/processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Processed Foods: Processing/Manufacturing Plant AND distributor (if not purchasing directly from the processing/manufacturing plant)



Photo credit: Scott Robertson

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

|  | TARGET  | POINTS AWARDED |
|--|---|----------------|
| <b>LEVEL 1<br/>— BASELINE</b>                              | Year 1: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.<br>OR<br>If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1. | 1              |
|  | Year 5: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.   | 1              |
| <b>LEVEL 2</b>   | Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 fair sources.   | 2              |
|  | Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 2 fair sources by fifth year of participation.   | 1              |
| <b>LEVEL 3</b>   | Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 fair sources.   | 3              |
|  | Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 3 fair sources by fifth year of participation.   | 1              |
| <b>EXTRA POINTS<br/>(Applies to annual food purchases)</b> | Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.   | 1              |
|  | Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.  | 1              |

**Steps to Implementation:**

- Ask that your distributor source agricultural products, which come from farms and food processors with union contracts or certified by one of the programs in the Level 3 Valued Workforce category (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Valued Workforce).
- Ask your distributor to encourage suppliers to review the Agricultural Justice Project’s toolkit and a list of resources to help farmers and food businesses to adjust their labor policies, develop documentation, and learn how to develop a social responsibility policy.<sup>4</sup>

- Ask your distributor to develop long-term relationships with its suppliers and pay fair prices – review the Agricultural Justice Project’s standards section on Food Business Responsibilities to Farmers.<sup>5</sup>

<sup>4</sup>[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)

<sup>5</sup>[http://www.agriculturaljusticeproject.org/AJP\\_stnds\\_sect\\_1.pdf](http://www.agriculturaljusticeproject.org/AJP_stnds_sect_1.pdf)


# Value 4: Animal Welfare Purchasing Goals

## MILK & DAIRY



### LEVEL 1 — BASELINE

Produced from Pastured Cows;  
or  
USDA Organic 

### LEVEL 2

American Humane Certified 

### LEVEL 3

Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified   
Humane Raised and Handled®

## MEAT & POULTRY

### LEVEL 1 — BASELINE

Step 1 of Global Animal Partnership  
5-Step Animal Welfare Rating  
standards;   
or  
USDA Organic;   
or  
Cage-free eggs;  
or  
Pastured

### LEVEL 2

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

### LEVEL 3

Step 3 or higher of  
Global Animal Partnership  
5-Step Animal Welfare Rating  
standards;   
or  
Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified  
Humane Raised and Handled®



Photo credit: Haani-Fayy Chau

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

**Steps to Implementation:**

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

<sup>6</sup> If only plant-based food options are offered and thus no milk and dairy products, eggs, and animal protein products are purchased, institution receives full (3) points.

# Value 5: Nutrition Goals

To be recognized as a Good Food purchaser, an institution meets at least 13 out of 25 items in the Nutrition Category<sup>7</sup>

| YEAR 1 TARGET  | POINTS AWARDED |
|--|----------------|
| Fruits, vegetables, and whole grains account for at least 25% of total food purchases  | 1              |
| Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price  | 1              |
| To the greatest extent possible, purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added  | 1              |
| To the greatest extent possible, purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased due to cost or availability, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) <sup>8</sup> or have “no salt added” | 1              |
| Prioritize the purchase of whole-grain, high-fiber options <sup>9</sup>  | 1              |
| Prioritize offering plant-based main dishes at each meal service <sup>10</sup>   | 1              |
| If meat is offered, prioritize the purchase of “extra lean” (total fat ≤ 5%) and “lean” (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork   | 1              |
| If meat is offered, minimize the purchase of processed meats <sup>11</sup>   | 1              |
| If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available  | 1              |
| Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions <sup>12</sup>   | 1              |
| At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 ounces  | 1              |
| Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered  | 1              |
| Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking   | 1              |
| Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions <sup>13</sup>   | 1              |
| Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards  | 1              |
| All pre-packaged food has zero grams trans fat per serving (as labeled)  | 1              |
| Eliminate the use of deep frying   | 1              |
| Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)  | 1              |
| Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)   | 1              |
| Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)   | 1              |

|   |   |
|---|---|
| Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage   | 1 |
| Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)   | 1 |
| Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide   | 1 |
| Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions) <sup>14</sup> | 1 |
| Develop a worksite wellness program including nutrition education for employees and/or patrons  | 1 |

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

<sup>7</sup>All nutrition goals listed above may not apply to all types of food service institutions. Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points towards the good food pledge based on the total potential applicable points for that type of food service venue. LAFFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

<sup>8</sup>Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>9</sup>Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>10</sup>Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

<sup>11</sup>If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>12</sup>Low Sodium is 140 mg or less per RACC

<sup>13</sup>Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

<sup>14</sup>Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.



### ACCOUNTABILITY AND TRACEABILITY

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

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



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

- The name and location of farms and processing facilities providing Good Food to an institution will be provided to the institution at the time of ordering, a week or two prior to ordering or on the product list of available food items. Typically, the produce lists of available products from distributors and produce houses are the way buyers are notified to select the food they want to purchase. Vendors should list how each Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy.
- If an existing vendor is unable to comply with specific targets within the overall Good Food framework, the vendor will be asked to submit a plan outlining a strategy with benchmarks to achieve full compliance within one year and update the plan annually during term of contract. Vendors will verify their progress and compliance with the plan during specified benchmark periods.
- The vendor will provide the net price paid to farmers, ranchers, or fisherfolk to the Purchasing Institution on a per pound, per case, or other applicable case count prior to the distributor's or produce firm's mark up. Costs should be fair, reasonable and transparent. The Purchaser should develop this transparent program in partnership with their Distributor and/or Produce House.
- Paperwork that proves the origin of any processed food items will be provided to an institution upon request, but shall be kept on record by produce or distribution firms. We recommend the development and implementation of a transparent record keeping system between purchasers and fresh produce processors so that there are checks and balances in place in order to confirm that Good Food products remain intact throughout the processing chain

## EDUCATION AND MARKETING

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

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

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

## FINAL THOUGHTS

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

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

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



# LIPSTICK PEPPERS



Sweet, Peppery  
Flavor



## APPENDIX A: Glossary of Terms

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

Source: <http://www.foodfirst.org/en/node/3098>

Website: [www.agriculturaljusticeproject.org/standards.html](http://www.agriculturaljusticeproject.org/standards.html)

**American Humane Certified:** a voluntary, third-party animal welfare audit process based on five freedoms:

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

Source: [http://www.naturalnews.com/028552\\_humane\\_animals.html#ixzz27nxDdi1t](http://www.naturalnews.com/028552_humane_animals.html#ixzz27nxDdi1t)

Website: <http://www.humaneheartland.org/our-standards>

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

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

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

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

**Certified Organic:** Products must meet the federal organic standards as determined by a USDA approved certifying agency. Organic foods cannot be grown using synthetic fertilizers, chemicals, or sewage sludge; cannot be genetically modified; and cannot be irradiated. Organic meat and poultry must be fed only organically grown feed (without any animal byproducts) and cannot be treated with hormones or antibiotics. In order to bear the USDA “Certified Organic” seal, a product must contain 95 to 100 percent organic ingredients. Products that contain more than 70 percent, but less than 94 percent organic ingredients can be labeled “Made with Organic Ingredients,” but cannot use the USDA “Certified Organic” seal. Organic ingredients can be listed on the packaging of products that are not entirely organic. <http://www.ams.usda.gov/NOP/indexNet.htm>. While some small farmers grow their food using organic methods, they choose not to go through the certification process for economic or ideological reasons, so they cannot label their food “certified organic.”

**CIW Fair Food Supplier Code of Conduct:** a set of labor standards developed by the Coalition for Immokalee Workers designed to improve working conditions and give workers the ability to voice their concerns over safety, working conditions, and Code violations without fear of retribution. Growers are required to keep a proper time registration system, hire farm workers as employees and pay them wages and benefits directly, provide protective equipment and training, ensure breaks and opportunities for advancement, and implement proper workplace safety systems.

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

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

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

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

Website: <http://www.equitablefood.net>

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

Source: [http://www.nifa.usda.gov/nea/ag\\_systems/in\\_focus/familyfarm\\_if\\_overview.html](http://www.nifa.usda.gov/nea/ag_systems/in_focus/familyfarm_if_overview.html)

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

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

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

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

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

**Good Food:** Good Food is defined by the Los Angeles Food Policy Council as food that is: 1) Healthy: a) Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment; b) Food is delicious, safe, and aesthetically pleasing.; 2. Affordable: Foods that people of all income levels can purchase.; 3. Fair: a) All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.; b) High quality food is equitable and physically and culturally accessible to all; 4) Sustainable: Produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).

**Genetically Modified Organisms (GMOs):** In the context of food, GMOs are agricultural products (crops or animals) that have been genetically engineered to possess certain traits. Since there is minimal research on the long-term impacts that GMOs may have on the earth and human health, many organizations caution against use and consumption of GMOs. Organic products are, by definition, non-GMO.

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

Website: <http://www.globalanimalpartnership.org/the-5-step-program/>

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

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

**Hazard Analysis & Critical Control Points (HACCP):** HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Source: <http://www.fda.gov/food/foodsafety/hazardanalysiscriticalcontrolpointshaccp/default.htm>

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

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

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

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

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

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

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

**Los Angeles Business Inclusion Program Definitions:**

- Small Business Enterprise (SBE): For the purpose of The Business Inclusion Program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

- A business (personal or professional services, manufacturer, supplier, and vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
- A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
- Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$3.5 million.

Source: <http://gsd.lacity.org/sms/BIP%20OUTREACH%20DOCUMENTATION%20&%20PROCESS.pdf>)

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

- The fishing activity must be at a level which is sustainable for the fish population. Any certified fishery must operate so that fishing can continue indefinitely and is not overexploiting the resources.
- Fishing operations should be managed to maintain the structure, productivity, function and diversity of the ecosystem on which the fishery depends.
- The fishery must meet all local, national and international laws and must have a management system in place to respond to changing circumstances and maintain sustainability.

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

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

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

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

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

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

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

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

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

Website: <http://ipmprime.org>

**Procurement:** The sourcing and purchasing of food to supply foodservice operations. Procurement involves identifying the food needs of the customer base for the foodservice operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers.

**Protected Harvest certified:** a points-based certification program is designed to ensure that crops have been raised with integrated pest management. The point system is used that rewards growers for implementing ecologically based practices in nine different management categories: field scouting, information sources, pest management decisions, field management decisions, weed management, insect management, disease management, soil and water quality, and storage management. A minimum number of points must be achieved in each category to qualify for certification. Website: <http://www.protectedharvest.org/>

**“Raised without antibiotics” or “No antibiotics administered” (poultry and meat products):** These USDA approved label claims imply that no antibiotics were administered to the animal at any point during its life. If an animal becomes sick and requires treatment, it should be segregated from other animals and sold as a conventional meat product. Source: [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

**Raised without added hormones or “No hormones added” (beef and lamb only):** This USDA approved label claim implies that no added hormones were given to the animal at any point during its life. Most meaningful when used on beef or lamb products since the use of added hormones is prohibited in poultry and pork production. [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

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

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

— SSO Farm — a farm smaller than 180 acres. (NOTE: SSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census. This is in contrast to the USDA definition of “small farm,” which is classified by gross sales less than \$250,000.)

— SSO Food Business — a business enterprise (including food processors) whose three (3) year average annual gross revenues do not exceed \$3.5 million.

(NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

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

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

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

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

**Transitional Organic:** This label has been used in the past to mean that a farmer is using organic methods but has not reached the three-year pesticide-free requirement and cannot yet use the Certified Organic label. The USDA does not currently allow or sanction the use of this label for official marketing purposes.



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### USDA Farm Classification System

The USDA Economic Research Service (USDA-ERS) has developed a farm classification system to divide U.S. farms into eight mutually exclusive and more homogeneous groups. The farm typology focuses on “family farms,” or farms organized as proprietorships, partnerships, and family corporations that are not operated by a hired manager. To be complete, however, it also includes nonfamily farms. For more info, see <http://www.extension.org/pages/13823/usda-small-farm-definitions>

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

**Source:** [http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study\\_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf](http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf)

## APPENDIX B: Good Food Purchasing Resource Guide

### HEALTHY, LOCAL & SUSTAINABLE FOOD PURCHASING POLICIES & GUIDELINES

#### Restaurants

##### Green Seal™: GS 46 Restaurants & Food Service

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=0&sid=27>

##### SustainWeb: Ethical Eats (UK based restaurants and caterers committed to sourcing sustainable foods)

<http://www.sustainweb.org/ethicaleats/>

##### Green Restaurant Association's: Dine Green

<http://www.dinegreen.com/restaurants/standards.asp>

##### San Francisco Green Business Program Standards: Restaurants

[http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant\\_Checklist.pdf](http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant_Checklist.pdf)

#### Hospitals

##### Green Guide for Health Care™ Food Service Credits

[http://www.noharm.org/us\\_canada/issues/food/planning.php#credits](http://www.noharm.org/us_canada/issues/food/planning.php#credits)

##### Green Guide for Health Care™ Food Service Credits, "Environmentally Preferable Purchasing: Food Technical Brief"

[http://noharm.org/lib/downloads/purchasing/EPP\\_Food\\_Tech\\_Brief\\_GGHC.pdf](http://noharm.org/lib/downloads/purchasing/EPP_Food_Tech_Brief_GGHC.pdf)

##### Health Care Without Harm's Tools and Resources for Hospitals, Group Purchasing Organizations and Distributors

<http://www.healthyfoodinhealthcare.org/resources.php#purchasingguides>

##### Healthier Hospitals Initiative

<http://healthierhospitals.org/hhi-challenges/healthier-food>

##### Kaiser Permanente: Fact Sheet on Sustainable Food Purchasing Policy

<http://xnet.kp.org/newscenter/aboutkp/green/stories/2011/110811sustainablefood.html>

##### Partnership for a Healthier America

<http://www.ahealthieramerica.org/#!/about-the-partnership>

#### Universities

University of California Policy on Sustainable Practices: Sustainable Foodservices Policy (page 19) [http://www.universityofcalifornia.edu/sustainability/documents/policy\\_sustain\\_prac.pdf](http://www.universityofcalifornia.edu/sustainability/documents/policy_sustain_prac.pdf)

Yale Sustainable Food Purchasing Guide [http://www.yale.edu/sustainablefood/purchasing\\_guide\\_002.pdf.pdf](http://www.yale.edu/sustainablefood/purchasing_guide_002.pdf.pdf)

##### Yale Sustainable Food Purchasing Guidelines

[http://www.yale.edu/sustainablefood/food\\_purchasing.html](http://www.yale.edu/sustainablefood/food_purchasing.html)  
Emory University's Sustainable Food Initiative  
<http://sustainability.emory.edu/page/1008/Sustainable-Food>

##### Bon Appetit: General Sustainability Principles

<http://www.cafebonappetit.com/>

#### K-12 Schools

##### Washington D.C: Healthy Schools Act of 2010

<http://dchealthyschools.org/wordpress/wp-content/uploads/2011/11/Healthy-Schools-Act-as-Amended-20110810.pdf>

##### Local Food Procurement for San Diego Unified School District

<http://www.sandi.net/site/Default.aspx?PageID=993>

##### Local Fruit and Vegetable Sourcing in St. Paul's Public Schools- Lessons Learned and RFP

<http://food-hub.org/files/resources/>

##### Sample Purchasing Guidelines – "Specs" Large Scale Scratch Cooking Environment- Chef Ann Cooper, Berkeley Unified School District

[http://www.thelunchbox.org/sites/default/files/SAMPLE\\_PURCHASING\\_GUIDELINES2.pdf](http://www.thelunchbox.org/sites/default/files/SAMPLE_PURCHASING_GUIDELINES2.pdf)

##### Primer on geographic Preference: Potential, Pitfalls and Proper Procedures – School Food FOCUS

<http://www.schoolfoodfocus.org>

##### Alliance for a Healthier Generation

<http://www.healthiergeneration.org/companies.aspx?id=5657>

##### National Farm to School Network's list of resources on buying and selling local foods

<http://www.farmtoschool.org/publications.php?pt=buys>

### Federal, State and Municipal Government

General Services Agency: Health and Sustainability Guidelines for Federal Concessions and Vending Operations  
<http://www.gsa.gov/portal/content/104429>

### Massachusetts State Agency Food Standards

<http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/eo509-state-agency-food-standards.pdf>

### City and County of San Francisco, Executive Directive: Healthy and Sustainable Food for San Francisco

[http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy\\_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf](http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf)

### New York City Agency Food Standards

[http://www.cspinet.org/new/pdf/nyc\\_agency\\_food\\_standards.pdf](http://www.cspinet.org/new/pdf/nyc_agency_food_standards.pdf)

### General Background Resources

Sustainable Food Policy- A Guide to Developing Sustainable Food Purchasing Policy  
<http://www.sustainablefoodpolicy.org/>

Public Health Law and Policy: “Understanding Healthy Procurement: Using Government’s Purchasing Power to Increase Access to Healthy Food”

[http://www.phlpnet.org/sites/phlpnet.org/files/Understanding\\_Healthy\\_Procurement\\_2011.pdf](http://www.phlpnet.org/sites/phlpnet.org/files/Understanding_Healthy_Procurement_2011.pdf)

UC Sustainable Agriculture Research & Education Program, Agricultural Sustainability Institute, UC Davis: “Emerging Local Food Initiatives in Northern California Hospitals”

[http://www.sarep.ucdavis.edu/CDPP/fti/Farm\\_To\\_Hospital\\_WebFinal.pdf](http://www.sarep.ucdavis.edu/CDPP/fti/Farm_To_Hospital_WebFinal.pdf)

The Johns Hopkins Center for a Livable Future Health Care and Without Harm: “Balanced Menus: A Pilot Evaluation of Implementation in Four San Francisco Bay Area Hospitals”

<http://www.jhsph.edu/bin/k/m/BMCReportFinal.pdf>

Centers for Disease Control and Prevention (CDC): “Improving the Food Environment Through Nutrition Standards: A guide for government procurement”

[http://www.cdc.gov/salt/pdfs/dhdsp\\_procurement\\_guide.pdf](http://www.cdc.gov/salt/pdfs/dhdsp_procurement_guide.pdf)

Michigan Good Food Work Group Report Series: “Institutional Food Purchasing”

<http://mlui.org/downloads/InstFoodPurchasingReport.pdf>

### LEARN MORE ABOUT GOOD FOOD SOURCING

#### Local

USDA's List of Certified Farmers' Markets

<http://apps.ams.usda.gov/FarmersMarkets/Default.aspx>

See Appendix C for list of local product availability in LA (distributors and processors)

#### Environmental Sustainability

Consumer Reports

*Greener Choices: Eco-Labels Center*

<http://www.greenerchoices.org/eco-labels/productArea.cfm?ProductCategoryID=174>

Food Alliance, Institute for Agriculture & Trade Policy, Association for the Advancement of Sustainability in Higher Education, Healthcare Without Harm

*Third Party Certifiers for Sustainability in Food & Agriculture*

<http://www.sustainablefoodpolicy.org/third-party-certifications-for-identifying-sustainably-produced-foods>

Natural Resources Defense Council

*Label Lookup*

<http://www.nrdc.org/living/labels/food.asp>

Meatless Monday Campaign Toolkits

<http://www.meatlessmonday.com/spread-the-movement/>

CCOF Certified Organic

*CCOF's Organic Online Directory*

[http://www.ccof.org/cgi-bin/organicdirectory\\_search.cgi](http://www.ccof.org/cgi-bin/organicdirectory_search.cgi)

USDA Certified Organic

[www.ams.usda.gov/nop/](http://www.ams.usda.gov/nop/)

Food Alliance Certified

Online directory of certified producers and handlers

<http://foodalliance.org/client-search>

Non-GMO Project Verified

<http://www.nongmoproject.org/take-action/search-participating-products/>

Stewardship Index for Specialty Crops

<http://www.stewardshipindex.org/>

### Sustainable Seafood

Blue Ocean Institute

*Offers Ocean and seafood sustainability education for chefs*

<http://www.blueocean.org>

Monterey Bay Seafood Watch List

[http://www.montereybayaquarium.org/cr/SeafoodWatch/web/sfw\\_factsheet.aspx](http://www.montereybayaquarium.org/cr/SeafoodWatch/web/sfw_factsheet.aspx)

Good Catch...The Essentials: Helping You Navigate Seafood Sustainability

[http://www.goodcatch.org.uk/site\\_media/uploads/Good\\_Catch...the\\_essentials\\_FINAL.pdf](http://www.goodcatch.org.uk/site_media/uploads/Good_Catch...the_essentials_FINAL.pdf)

Marine Stewardship Council

<http://www.msc.org/>

Marine Conservation Society

*Buyers guide to sustainable seafood*

<http://www.fishonline.org/>

The Institute for Fisheries Resources

*List of local fish seasonality*

<http://www.ifrfish.org/where/los-angeles-area>

### Valued Workforce

United Farm Workers

*List of farms with union contracts:*

[http://www.ufw.org/\\_page.php?menu=organizing&inc=orga\\_label.html](http://www.ufw.org/_page.php?menu=organizing&inc=orga_label.html)

Agricultural Justice Project's Standards

<http://www.agriculturaljusticeproject.org/AJPStandardsJuly2010Final.pdf>

Agricultural Justice Project's Toolkit for Farmers

*Sample labor policies and other resources to help farmers meet standards*

[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)

Equitable Food Initiative

*Partnership among businesses and organizations that have come together to develop standards, training processes and a certification to protect farm workers and produce safer, healthier food.*

<http://www.equitablefood.net/#!home/mainPage>

Bon Appetit: Code of Conduct for Sustainable Tomato

Suppliers <http://www.bamco.com/uploads/documents/CODE%20OF%20CONDUCT%20FOR%20SUSTAINABLE%20TOMATO%20SUPPLIERS%20.pdf>

Domestic Fair Trade Association

*DFTA is engaged in a process of developing criteria for domestic fair trade standards. Draft DFTA criteria and instructions for evaluation:*

<http://www.thedfta.org/index.php?c=evaluation>

Food Chain Workers Alliance

Statement on Social Certification

[http://foodchainworkers.org/?page\\_id=232](http://foodchainworkers.org/?page_id=232)

Restaurant Opportunities Center

*National Diner's Guide*

*Consumers guide provides information on the wage, benefits, and promotion practices of the 150 most popular restaurants in America, including several high-road restaurants in Los Angeles.*

<http://rocunited.org/dinersguide/>

Fair World Project

<http://fairworldproject.org/>

### Animal Welfare

Global Animal Partnership

*Recognizes and rewards producers for their welfare practices and promotes and facilitates continuous improvement. Standards listed here:*

<http://www.globalanimalpartnership.org/the-5-step-program/our-standards/>

Animal Welfare Approved

*Online directory of certified farms*

<http://www.animalwelfareapproved.org/product-search/>

Humane Farm Animal Care/Certified Humane Raised and Handled®

*Online directory*

<http://www.certifiedhumane.org/index.php?page=where-to-buy>

AGA Grass-Fed

*AGA Producer Profiles*

<http://www.americangrassfed.org/producer-profiles/>

Animal Welfare Approved

*Food Labeling for Dummies*

*A guide to common food label terms and claims*

[http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-For-Dummies-6\\_high-res.pdf](http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-For-Dummies-6_high-res.pdf)

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**Nutrition**

U.S. Department of Agriculture (USDA): *Dietary Guidelines for Americans*

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Harvard School of Public Health: *Healthy Eating Plate*

<http://www.hsph.harvard.edu/nutritionsource/healthy-eating-plate/>

USDA: *My Plate*

<http://www.choosemyplate.gov/print-materials-ordering/dietary-guidelines.html>

## APPENDIX C: Local Product Availability (Los Angeles)

Los Angeles wholesale distribution firms with locally sourced products:

### California Produce Wholesalers

6818 Watcher St.  
Commerce, CA 90040  
Telephone: (800) 460-9193  
Fax: (562) 928 3090

<http://www.californiaproducewholesalers.com/>



### Worldwide Produce

1661 McGarry St.  
Los Angeles, CA 90021  
Telephone: (800) 300-2737  
Fax: (213) 741-1777

<http://www.wvproduce.com/>



### FreshPoint Southern California

Locally Grown Division  
155 N. Orange Avenue  
City of Industry, CA 91744

<http://www.freshpoint.com>



### Processing of locally sourced produce:

#### Field Fresh Foods

#### Locally Fresh Foods

14805 South San Pedro Street  
Gardena, CA 90248  
Telephone: (800)411-0588

<http://www.fieldfre>



### Gold Star Foods

3781 E. Airport Drive  
Ontario, Ca. 91761  
Telephone: (800) 540-0215  
Fax: (866)802-1997

<http://www.goldstarfoods.com/default.asp>



### Heath & Lejeune

1417 South Eastman Avenue  
Commerce, CA 90023  
Telephone: (213) 614-1909

<http://soullyorganic.com/>



### L.A. Specialty Produce

13527 Orden Drive  
Santa Fe Springs, CA 90670  
Telephone: (562) 741-2200  
Fax: (562) 741-2907

<http://www.laspecialty.com/index.html>



### Sunrise Produce Company

1400 Goodrich Blvd  
Commerce, CA 90022  
Telephone: (323) 726-3838

<http://www.sunriseproduce.com/index.html>



### West Central Produce

2020 East 7th Place  
Los Angeles, CA 90021  
Telephone: (800) 464-8349

[www.westcentralproduce.com](http://www.westcentralproduce.com)

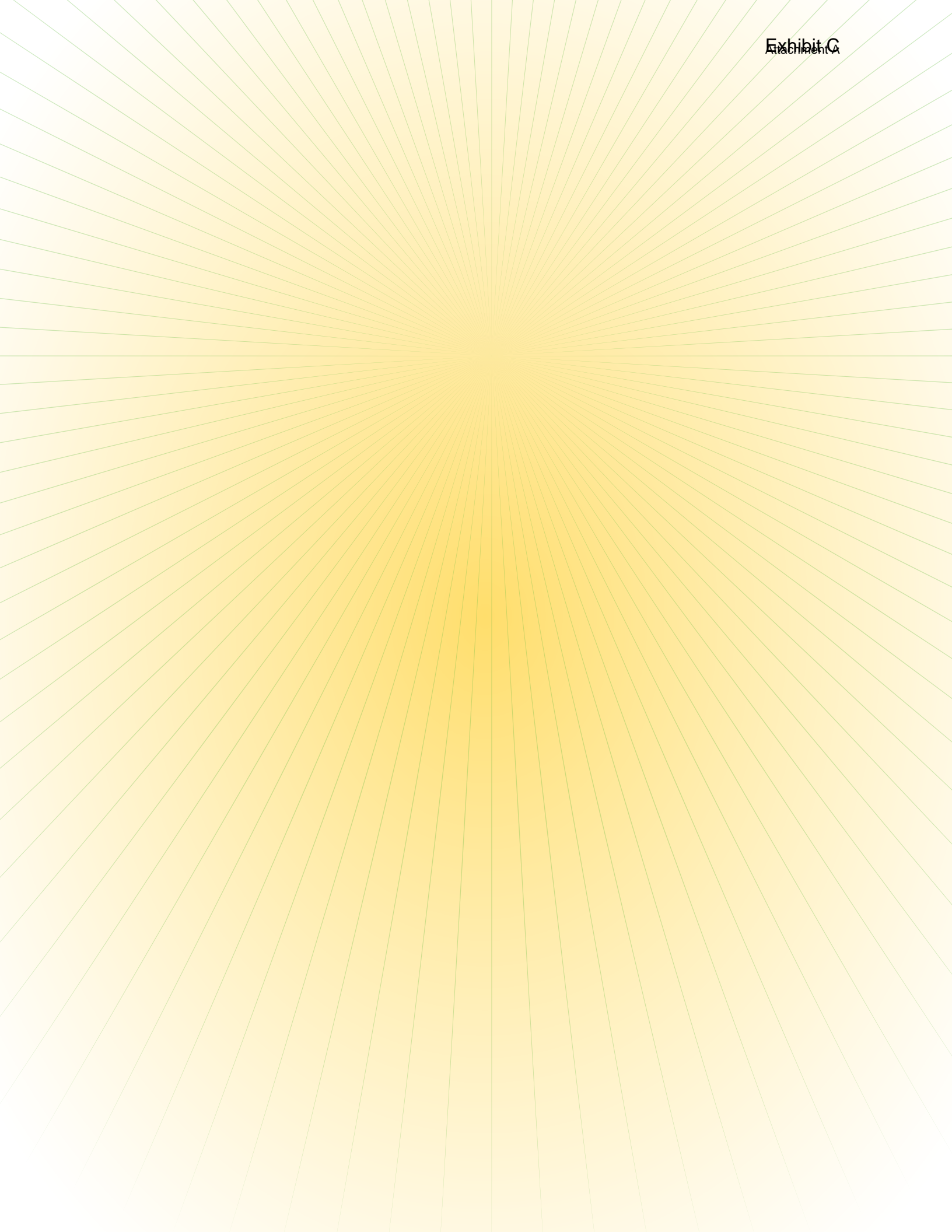




Tomatillo  
\$3/lb

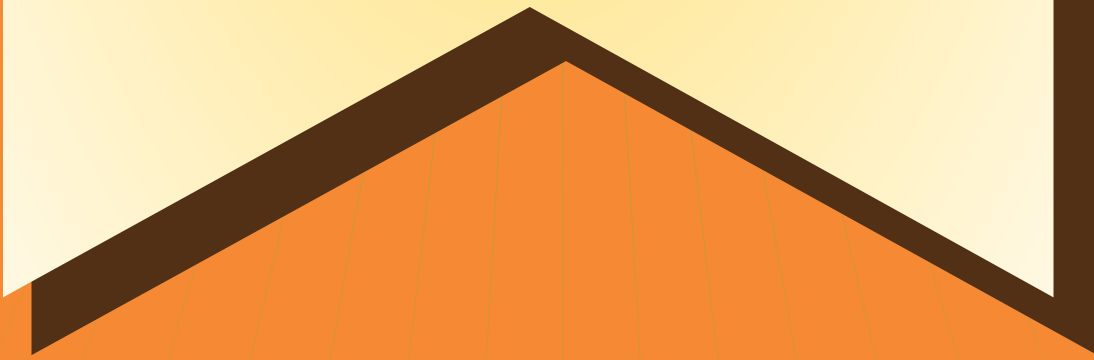
ROMA TOMATOES  
RED KIDNEY BEANS  
MILANICA PEPPERS  
CUMBER

Roma  
Tomatoes  
\$2.50/lb





[www.goodfoodla.org](http://www.goodfoodla.org)



## Baseline Data Collection Plan for Good Food Purchasing Institutions

### Year 1

The list below details all deliverables requested in Year One of the Good Food Purchasing Policy. Information collected will help assess your baseline purchasing practices and will be used to develop goals and action plans for continued progress. Information will be updated annually. All forms will be provided in toolkit and electronically. Documents should be submitted to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).

| DELIVERABLE  | DEADLINE  |
|--|---|
| ✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting   | March 2014  |
| ✓ Sign Good Food Purchasing Pledge   | (Within one month)  |
| ✓ Submit Food Service Operations Overview Form <ol style="list-style-type: none"> <li>1. Total annual dollar amount of food purchases by food category (including beverages)</li> <li>2. Food service contracts terms (i.e. renewal dates) and vendor names</li> <li>3. Existing monitoring and compliance plans</li> </ol>  | Within one month of signing Good Food Purchasing Pledge   |
| ✓ Submit copy of signed Contractor Code of Conduct forms from food service vendors acknowledging that all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards.   | Within one month of signing Good Food Purchasing Pledge   |
| ✓ Complete Baseline Assessment: Nutrition Guidelines in Food Service Institutions  | Within one month of signing Good Food Purchasing Pledge   |
| ✓ Provide three-month detailed purchasing inventory for five food categories (see Good Food Purchasing Tracking form): <ul style="list-style-type: none"> <li>• Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>• For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (brand or label – or farm if possible)</li> <li>• Include up to three months of data</li> </ul> | Within two months of signing Good Food Purchasing Pledge  |
| ✓ Complete First Draft of Five-Year GFPP Action Plan (see template)  | Within four months of signing Good Food Purchasing Pledge |
| ✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting   | Summer 2014   |
| ✓ Submit final Five-Year GFPP Action Plan to LAFPC   | Within eight months of signing Good                       |

|  |                        |
|--|------------------------|
|  | Food Purchasing Pledge |
|--|------------------------|

**Ongoing Data Collection Plan for Good Food Purchasing Institutions**  
*Years Two through Five*

| DELIVERABLE  | DEADLINE                            |
|--|-------------------------------------|
| <ul style="list-style-type: none"> <li>✓ Submit quarterly inventory of food purchases by product category                             <ul style="list-style-type: none"> <li>▪ Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>▪ For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (to farm level)</li> </ul> </li> </ul> | January<br>April<br>July<br>October |
| <ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>   | Winter                              |
| <ul style="list-style-type: none"> <li>✓ Update Food Operations Overview, Nutrition Assessment and/or Contractor Code of Conduct forms as necessary</li> </ul>   | March                               |
| <ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>   | Summer                              |
| <ul style="list-style-type: none"> <li>✓ Submit Report on Policies, Practices and Progress to LAFPC</li> </ul>   | August                              |
| <ul style="list-style-type: none"> <li>✓ LAFPC submits Annual Report on Implementation to City Administrative Officer</li> </ul>   | October                             |

Please submit this form to Colleen McKinney ([cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org)).

1. Total annual dollar amount of food purchases by food category (including beverages).

| Annual Food Purchases by Product Category   |                             |
|---|-----------------------------|
| Food Category   | Annual Purchase Amount (\$) |
| Fruit & Vegetables <ul style="list-style-type: none"> <li>• <i>Fresh</i></li> <li>• <i>Frozen</i></li> <li>• <i>Canned</i></li> </ul> |                             |
| Milk & Dairy  |                             |
| Meat & Poultry  |                             |
| Seafood   |                             |
| Grains & Legumes (beans, rice, quinoa etc)  |                             |
| Other Products (packaged foods, bakery items etc)   |                             |
| Beverages   |                             |
| <b>TOTAL ANNUAL FOOD PURCHASES</b>  |                             |

2. List all food service contracts terms (i.e. renewal dates) and vendor names.

| Department Food Service Contracts | Vendor Name | Contract Renewal Dates |
|-----------------------------------|-------------|------------------------|
|                                   |             |                        |
|                                   |             |                        |
|                                   |             |                        |
|                                   |             |                        |
|                                   |             |                        |

3. List and describe any existing monitoring and compliance plans included in current contracts (use as much space as needed).

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**CITY OF LOS ANGELES  
CONTRACTOR CODE OF CONDUCT**

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

- (a) To comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace and employment discrimination.
- (b) To comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
- (c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.
- (d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage which is comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power index.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

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Signature of Officer or Authorized Representative Date

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Print Name and Title of Authorized Representative

---

Print Company Name, Address and Phone Number

**Value 5: Nutrition** – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

This baseline assessment will measure your institution's compliance with the nutrition category of the Good Food Purchasing Guidelines. All nutrition goals listed below may not apply to all types of food service institutions. Each food service institution will be eligible for points towards the Good Food Purchasing Pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), as well as other leading health organizations. The below nutrition goals will be reviewed and revised periodically to ensure they meet current dietary science and take into consideration program implementation.

Please answer each question below. If box is checked YES, please provide detail on how your institution meets this guideline. If NO, please state why not and if box is checked N/A, please explain why. **Send your self-assessment to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).**

| Nutrition Goals  | Yes/No/NA  | Description: If box is checked YES, please provide detail on how institution meets this guideline. If NO, please state why not. If you checked N/A please explain why. |
|--|--|--|
| 1. Do fruits, vegetables, and whole grains account for at least 25% of food purchases? | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |
| 2A. Are seasonal fruits sourced to ensure best taste, quality, and price?              | Y <input type="checkbox"/><br>N <input type="checkbox"/>                                 |  |

|   |   |                              |  |
|---|---|------------------------------|--|
|   |   | N/A <input type="checkbox"/> |  |
| 2B. Are seasonal vegetables sourced to ensure best taste, quality, and price?   | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |                              |  |
| 3A. Does your institution to the greatest extent possible prioritize the purchase of whole fruit before purchasing frozen and/or canned fruit in its own juice with no sugars added?  | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |                              |  |
| 3B. When fruits are whole, are they purchased without added sugar?  | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |                              |  |
| 3C. Is canned fruit in its own juice with no sugars added?  | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |                              |  |
| 4A. Does your institution to the greatest extent possible prioritize the purchase of whole vegetables without added sodium and fat before purchasing frozen and/or canned vegetables that are low sodium or have “no salt added”? | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |                              |  |

|   |   |  |
|---|---|--|
| <p>4B. Are vegetables purchased whole, without added sodium and fat?</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>4C. Are canned vegetables low sodium (per FDA definitions)<sup>1</sup> or have “no salt added”?</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>5. Does your institution prioritize the purchase of whole-grain, high-fiber options<sup>2</sup>?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>6. Does your institution prioritize offering plant-based main dishes at each meal service<sup>3</sup>?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>7. If meat is offered, is the purchase of “extra lean” (total fat ≤ 5%) and “lean” (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork prioritized?</p> | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |

<sup>1</sup> Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>2</sup> Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>3</sup> Recommend plant-based dishes to include fruits, vegetable, beans, and legumes



|   |   |  |
|---|---|--|
| <p>8. If meat is offered, is the purchase of processed meats<sup>4</sup> minimized?</p>   | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>9A. If dairy products are offered, is the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners) prioritized?</p> | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>9B. If milk is offered, are soy, rice, or other non-dairy milk alternatives without added sweeteners available?</p>                                      | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>10A. If juice is offered, is the purchase of juice that is 100% fruit juice with no added sweeteners prioritized?</p>                                    | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>10B. Is the purchase of all vegetable juice to be Low Sodium as per FDA definitions<sup>5</sup> prioritized?</p>   | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |

<sup>4</sup> If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>5</sup> Low Sodium is 140 mg or less per RACC

|  |   |  |
|--|---|--|
| <p>11. Do at least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) contain ≤ 25 calories per 8 ounces?</p>  | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>12. Is drinking water (preferably cold tap water in at least 12 ounce cup sizes) offered?</p>   | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>13. Has your institution eliminated the use of hydrogenated and partially hydrogenated oils for cooking or baking?</p>  | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>14. Are Low Fat and/or Low Calorie and/or Low Sodium condiments offered as per FDA definitions<sup>6</sup>?</p>   | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>15. Has your institution committed to developing and implementing a gradual sodium reduction plan* that meets current Dietary Guidelines for Americans (DGA) standards?<br/><br/>* A gradual sodium reduction plan is a guide to assist in reducing sodium gradually over time by a set of defined criteria, in food procured, sold, or distributed by any food service entity; this can include restaurants, snack shops, vending, cafeterias, and other types of food service venues.</p> | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |

<sup>6</sup> Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

|  |   |  |
|--|---|--|
| <p>16. Does all pre-packaged food have zero grams <i>trans</i> fat per serving (as labeled)?</p>   | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>17. Has your institution eliminated the use of deep frying?</p>   | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>18. Is the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming) prioritized?</p>  | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>19. Are water, diet drinks (drinks that do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products displayed in eye level sections of beverage cases? (if applicable)</p> | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>20. Has your institution prioritized the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers? (if applicable)</p>   | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |
| <p>21. Are fruit with no-added sweeteners and non-fried vegetable offerings highlighted with signage?</p>  | <p>Y <input type="checkbox"/><br/>N <input type="checkbox"/><br/>N/A <input type="checkbox"/></p> |  |

|  |   |  |
|--|---|--|
| <p>22. Has your institution removed candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase? (if applicable)</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>23. Does your institution's menu list the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide?</p> | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>24A. Does your institution prioritize the use of 10' or smaller plates for all meals?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>24B. Does your institution prioritize making available reduced-size portions of at least 25% of menu items offered?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>24C. Does your institution prioritize offering reduced-size portions at a lower price than regular-sized portions<sup>7</sup>?</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |

<sup>7</sup> Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

|   |   |  |
|---|---|--|
| <p>24D. Are other portion control strategies prioritized in your institution?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>25. Does your institution have a worksite wellness program including nutrition education for employees and/or patrons?</p> | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |

# FRUIT & VEGETABLE PURCHASING DATA

(insert quarter, year)

| Food Type                            | Total Order Information |         |            |   | Distributor |
|--------------------------------------|-------------------------|---------|------------|---|-------------|
|                                      | # Cases                 | \$/Case | Total Cost | Product Detail (Example: brand, grower, supplier) |             |
|                                      |                         |         |            |   |             |
|                                      |                         |         |            |   |             |
|                                      |                         |         |            |   |             |
|                                      |                         |         |            |   |             |
|                                      |                         |         |            |   |             |
|                                      |                         |         |            |   |             |
| <b>Total Fruits &amp; Vegetables</b> |                         |         | \$0.00     |   |             |

## Five-Year GFPP Action Plan | TEMPLATE

The tiered, points based scoring system outlined in the Good Food Purchasing Guidelines allows participants to choose which level of commitment best suits the Good Food goals of their organization. The guidelines require that a baseline be met for each value, but an institution can receive additional points by making even greater commitments in each value category. Participants are awarded one to five stars based on their total score. To maintain their star rating over time, participating institutions are expected to increase the amount of Good Food they purchase each year.

In Year One of the program, Good Food Purchasing Institutions (GFPI) will develop a five-year action plan that describes their purchasing goals and objectives, based on the baseline purchasing practices measured at the time of pledge adoption. The action plan should include measurable deliverables and benchmarks from Years One through Five. The multi-year action plan will serve as a guide for future annual progress reports. The components of a successful action plan, including the any forms to be submitted, are described below. **Submit final action plan and chart to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).**

### SECTION ONE: Year One – Baseline Assessment

#### ***Introduction & Purpose***

Summarize in a few sentences your institution's interest and involvement in the Good Food Purchasing Program.

#### ***Food Service Operations Overview (SUBMIT FORM)***

Using the *Food Service Operations Overview* form, describe your operation, including:

Total purchases for each food category: fruits & vegetables, milk & dairy, meat & eggs, seafood, grains & legumes, other products (packaged foods, bakery products, etc.), and beverages.

- Total annual food purchases
- Food service contract terms (i.e. renewal dates) and vendor names
- Existing monitoring & compliance plans included in contracts

#### ***GFPP Tracking Sheet (SUBMIT FORM)***

Using the *GFPP Tracking Sheet* or the inventory sheet supplied by your vendor(s), provide the following information for each product:

- Food type
- Volume purchased
- Cost per unit
- Source: include brand or label and plant location. Wherever possible, include the name of the farm or ranch where the item was produced
- Any known certifications or product claims associated with each product

#### ***Summary of Current Best Practices & Recent Achievements***

Highlight any existing best practices or key procurement achievements within your institution. This may include:

- Recent product shifts or commitments (e.g. 100% cage free eggs, direct relationship with local growers)
- Existing healthy and/or sustainable food service initiatives (e.g. trayless dining, compostable dishware, Healthy Picks program)
- Staff trainings or continued learning opportunities related to food service, culinary arts, nutrition, etc.

#### ***Current Challenges***

In your work to improve your food service operation, what have been the greatest challenges to success? What obstacles might continue to slow progress?

## **SECTION TWO: Years Two through Five**

### ***2-5 Year Plan Goals***

Outline the institution's overall long-term goals for the Good Food Purchasing Program (e.g. earn three-star rating by third year of program).

### ***Objectives & GFPP Five-Year Action Plan Chart (SUBMIT FORM)***

Identify the objectives your institution will focus on to reach your desired rating (i.e. achieve Level 3 Environmental Sustainability by Year Two, Level 2 in Valued Workforce by Year Four, and maintain Level 1 in all other categories). In each category section, identify any changes you will make to your purchasing that will allow you to meet your desired level in that category. For each of the five value categories, explain your institution's objective, benchmarks, and timeline for completion (see template attached).



## Template: GFPP Five-Year Action Plan Chart – For Good Food Purchasers

**Target:** The Good Food Purchasing Pledge harnesses the purchasing power of major institutions to encourage greater production of sustainably produced food, healthy eating habits, respect for workers' rights, humane treatment of animals and support for the local business economy by providing new opportunities for small and mid-sized farmers and job creation along the supply chain.

**Directions:** Use this document as a planning guide for implementing the Good Food Purchasing Guidelines. For each value, you only need to choose one objective from one level. Each Level corresponds with the numeric value. For example, achieving Level 1 would earn you 1 point, Level 2 = 2 points, and so on. If your institution is unable to reach the baseline level for any value category in Year 1, you may submit a plan detailing your goals for achieving baseline compliance within one year.

### Value 1: Local Economies – Support small and mid-sized agricultural and food processing operations within the local area or region

|  | Objective  | Benchmarks | Activities | Timeframe | Points |
|--|--|------------|------------|-----------|--------|
| Level 1 = 1 Point  | 15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>Within 200 miles (or 10 SoCal counties) and large scale operations (&gt;500 acre farms) <b>OR</b></li> <li>In California AND medium scale operations (180-499 acre farms) <b>OR</b></li> <li>Outside of California AND small scale operations (&lt;180 acre farms)</li> </ul> 25% annual average of total cost of food purchases by Year 5. |            |            |           |        |
| Level 2 = 2 Points   | 15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>Local within 200 miles (or 10 SoCal counties) AND medium scale operations <b>OR</b></li> <li>Within California AND small scale operations</li> </ul> 25% annual average of total cost of food purchases by Year 5.  |            |            |           |        |
| Level 3 = 3 Points   | 15% annual average of total cost of food purchases comes from sources that are: <ul style="list-style-type: none"> <li>Local within 200 miles (or 10 SoCal counties) AND small scale operations</li> </ul> 25% annual average of total cost of food purchases by Year 5.   |            |            |           |        |
| Extra Points = 1 Point Each  | 5% of annual average of total cost of food purchases comes from microenterprise farms (<100 acres) and located within 200 miles.   |            |            |           |        |
|  | 1% of annual average of total cost of food purchases is grown/raised and processed in Los Angeles County.  |            |            |           |        |
|  | Food is purchased directly from farmer-owned businesses.   |            |            |           |        |
|  | Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).   |            |            |           |        |
|  | 50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.  |            |            |           |        |
| At least 25% of prepared seafood sourced from small and or local fleets. |  |            |            |           |        |
| <b>Total Local Economies Points:</b>                                     |  |            |            |           |        |

**Value 2: Environmental Sustainability – Source from producers that employ sustainable production systems**

| Objective          | Benchmarks  | Activities | Timeframe | Points |
|--------------------|---|------------|-----------|--------|
| Level 1 = 1 Point  | <p><b>Overall:</b> 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources; No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> participate in Stewardship Index for Specialty Crops; OR PRiME score has no high risk components for Integrated Pest Management Practices</li> <li>• <b>Milk &amp; Dairy:</b> No antibiotics; and rBGH/rBST free</li> <li>• <b>Meat &amp; Poultry:</b> Cage-free eggs; or Pasture raised; or USDA Grassfed; OR No antibiotics</li> <li>• <b>Seafood:</b> No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide</li> <li>• <b>Grains:</b> Pesticide-free</li> </ul>  |            |           |        |
| Level 2 = 2 Points | <p><b>Overall:</b> 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources. No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> PRiME score indicates low-risk for Integrated Pest Management Practices; OR Protected Harvest certified; OR participate in Stewardship Index for Specialty Crops with targets for annual improvement; OR Non-GMO Project Verified; or Food Alliance Certified</li> <li>• <b>Milk &amp; Dairy:</b> Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Meat &amp; Poultry:</b> AGA Grassfed; OR Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Seafood:</b> Fish listed as “Good” and “Best” choices in Monterey Bay Aquarium’s Seafood Watch Guide</li> <li>• <b>Grains:</b> Food Alliance Certified; OR Non-GMO Project Verified</li> </ul> |            |           |        |
| Level 3 = 3 Points | <p><b>Overall:</b> 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources; No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> USDA Organic; OR Biodynamic</li> <li>• <b>Milk &amp; Dairy:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Meat &amp; Poultry:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Seafood:</b> Marine Stewardship Council certified; OR 100% of fish listed as “Best Choice” in the Seafood Watch Guide</li> <li>• <b>Grains:</b> USDA Organic</li> </ul>   |            |           |        |

|   |  |  |  |  |
|---|--|--|--|--|
| <p><b>Extra Points = 1</b><br/>Point Each Points</p>    | <p>Institution participates in "Meatless Mondays"</p> <p>A minimum of 75% of all seafood is noted as "Best Choices" in the Monterey Bay Aquarium Guide OR certified by the Marine Stewardship Council.</p> <p>50% annual average of total cost of food purchases comes from environmentally sustainable sources.</p> |  |  |  |
| <p><b>Total Environmental Sustainability Points</b></p> |  |  |  |  |

**Value 3: Valued Workforce – Provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption**

| Objective                                    | Benchmarks   | Activities | Timeframe | Points |
|--|--|------------|-----------|--------|
| <p>Level 1 = 1 Point</p>                     | <p>All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):</p> <ol style="list-style-type: none"> <li>1. Freedom of association and the right to collective bargaining.</li> <li>2. Elimination of all forms of forced or compulsory labor.</li> <li>3. Abolition of child labor.</li> <li>4. Elimination of discrimination with respect to employment or occupation</li> </ol>   |            |           |        |
| <p>Level 2 = 2 Points</p>                    | <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from farms with social responsibility policies, which includes:</p> <ul style="list-style-type: none"> <li>▪ union or non-poverty wages</li> <li>▪ respect for freedom of association and collective bargaining</li> <li>▪ safe and healthy working conditions</li> <li>▪ prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:                             <ul style="list-style-type: none"> <li>▪ health care benefits</li> <li>▪ paid sick days</li> <li>▪ profit-sharing with all employees; OR</li> </ul> </li> </ul> <p>Are Fair Trade Certified (for international products)<br/>15% annual average of total cost of food purchases by Year 5.</p> |            |           |        |
| <p>Level 3 = 3 Points</p>                    | <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from combination of sources, including suppliers that:</p> <ul style="list-style-type: none"> <li>▪ Have a union contract with their employees; OR</li> <li>▪ Are a worker-owned Cooperative; OR</li> <li>▪ Have signed the CIW Fair Food Supplier Code of Conduct; OR</li> <li>▪ Are Food Justice-Certified by the Agricultural Justice Project; OR</li> <li>▪ Are certified by the Equitable Food Initiative</li> </ul> <p>15% annual average of total cost of food purchases by Year 5.</p>   |            |           |        |
| <p>Extra Points = 1 Point Each</p>           | <p>Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.</p>   |            |           |        |
|  | <p>Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.</p>  |            |           |        |
| <p><b>Total Valued Workforce Points:</b></p> |  |            |           |        |

**Value 4: Animal Welfare – Provide healthy and humane care for livestock**

| Objective                                  | Benchmarks   | Activities | Timeframe | Points |
|--|--|------------|-----------|--------|
| <p><b>Level 1 = 1 Point</b></p>            | <p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> Produced from Pastured Cows OR USDA Organic</li> <li>• <b>Meat &amp; Poultry:</b> Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR USDA Organic; OR Cage-free eggs; OR Pastured</li> </ul>   |            |           |        |
| <p><b>Level 2 = 2 Points</b></p>           | <p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> American Humane Certified</li> <li>• <b>Meat &amp; Poultry:</b> Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR American Humane Certified</li> </ul>   |            |           |        |
| <p><b>Level 3 = 3 Points</b></p>           | <p><b>Overall:</b> 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Milk &amp; Dairy:</b> Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> <li>• <b>Meat &amp; Poultry:</b> Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> </ul> |            |           |        |
| <p><b>Extra Points = 1 Point Each</b></p>  | <p>Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options.</p>  |            |           |        |
| <p><b>Total Animal Welfare Points:</b></p> | <p>50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.</p>  |            |           |        |

**Value 5: Nutrition – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.**

| Objective  | Benchmarks | Activities | Timeframe | Points |
|--|------------|------------|-----------|--------|
| Fruits, vegetables, and whole grains account for at least 25% of total food purchases  |            |            |           |        |
| Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price  |            |            |           |        |
| Purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added  |            |            |           |        |
| Purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have "no salt added" |            |            |           |        |
| Prioritize the purchase of whole-grain, high-fiber options   |            |            |           |        |
| Prioritize offering plant-based main dishes at each meal service   |            |            |           |        |
| If meat is offered, prioritize the purchase of "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork   |            |            |           |        |
| If meat is offered, minimize the purchase of processed meats   |            |            |           |        |
| If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available                  |            |            |           |        |
| Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions   |            |            |           |        |
| At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 oz  |            |            |           |        |
| Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered  |            |            |           |        |
| Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions   |            |            |           |        |
| Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards  |            |            |           |        |
| All pre-packaged food has zero grams trans fat per serving (as labeled)  |            |            |           |        |
| Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)  |            |            |           |        |
| Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low   |            |            |           |        |

|   |  |  |  |  |
|---|--|--|--|--|
| Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)   |  |  |  |  |
| Eliminate the use of deep frying  |  |  |  |  |
| Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage   |  |  |  |  |
| Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)  |  |  |  |  |
| Develop a worksite wellness program including nutrition education for employees and/or patrons.   |  |  |  |  |
| Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010  |  |  |  |  |
| Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions) |  |  |  |  |
| Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)   |  |  |  |  |
| Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking  |  |  |  |  |
| <b>Level 1 (1 Point) – Meets 13 – 15 out of 25</b>  |  |  |  |  |
| <b>Level 2 (2 Points) – Meets 16 – 20 out of 25</b>   |  |  |  |  |
| <b>Level 3 (3 Points) – Meets 21 – 25 out of 25</b>   |  |  |  |  |
| <b>Total Nutrition Points:</b>  |  |  |  |  |

**GRAND TOTAL GFPP POINTS**

| Good Food Purchasing Commitment Levels |                                   |                         |
|--|-----------------------------------|-------------------------|
| Stars Awarded                          | Good Food Purchaser Status Level  | Number of Points Needed |
| ★                                      | Good Food Purchaser – One Star    | 5 - 9                   |
| ★★                                     | Good Food Purchaser – Two Stars   | 10 - 14                 |
| ★★★                                    | Good Food Purchaser – Three Stars | 15 - 19                 |
| ★★★★                                   | Good Food Purchaser – Four Stars  | 20 - 24                 |
| ★★★★★                                  | Good Food Purchaser – Five Stars  | 25+                     |

## EXECUTIVE SUMMARY

# BUSINESS PLAN AND FRONT PLAZA OPERATIONAL PLAN

As we developed the many concepts in this RFP for your consideration, we were inspired by the unique character of the Greek Theatre. We believe we have captured that essence and - much like Griffith Park itself - created a distinct Southern California feel. Our Executive Summary for our Business Plan provides a snapshot of our experience and the way we would use our concepts, events, and menus to transform visitors' experiences.

## CONTENTS

- > Your vision
- > Our programs
- > A1 Additional Services or Amenities
- > A2 Financial Planning and Projections



## BRINGING YOUR VISION TO LIFE

Culinary experiences equivalent to your world-class property

### WHAT WE WILL DO FOR YOU

Premier will create an exceptional culinary experience that directly aligns with your mandate and the expectation of your customers to ensure that food and beverage services are excellent at every level.

We grow from deep California roots and, at our facilities from San Francisco to San Diego, craft creative dishes with seasonal ingredients, assembling innovative menus while creating memorable experiences.

We will:

- Re-imagine the food service offerings both in physical space and in the menus.
- Fill underutilized spaces with creative concepts, increasing guest spending.
- Elevate the level of service and hospitality your customers receive.
- Engage the local community.

We believe that food and beverage revenue opportunities are driven by creative concepts and wholesome fresh food of the highest quality, followed by a customer experience that is taken to a new level. This not only assures that the customer will return, but improves top-line sales, resulting in long-term financial growth and performance.

**Premier is prepared to make a substantial investment of our own, creating a totally new experience not yet seen at the Greek Theatre.**

**If selected, Premier will engage the Los Angeles-based, Six Degrees, Premier's agency of record, to work with us to lift the guest experience.**

## ROAD MAP TO PROFITS

Developing marketing plans to enhance revenues

A world-class facility with food and beverage service to match requires a marketing plan to reach diverse audiences, to retain - and grow - existing customers, and to also secure those events during non-concert days. .

The creative events and menus we propose throughout this response were inspired by our impressions of Southern California, furthering your efforts to make the Greek Theatre unique among its competitors. Through our marketing plan, we would look to promote the programs, processes, and systems that define our market advantage, attracting new audiences and reminding those who've been to the Greek of their unforgettable experience.

With our comprehensive investment, we propose to elevate the experience in all areas.

As we do in other markets, we would collaborate with the management company's marketing team to ensure that food and beverage is an integral part of the overall sales process. Additionally, our General Manager will engage local and regional event planners to create new and exciting food and entertainment festivals on non-concert days.

Using both traditional and non-traditional approaches, our marketing plan is aimed at activating dark days and increasing guest spending.

**"WITH OUR  
COMPREHENSIVE  
INVESTMENT IN  
THE GREEK, WE  
PROPOSE TO  
ELEVATE THE  
EXPERIENCE IN  
ALL AREAS."**

## CREATING CREATIVE CULINARY SKINNY

### Driving revenue per square foot

Our capital investments reflect our passion for food. They are designed to generate increased sales and enhanced revenues for you, while also signaling to your customers that there is a new approach being taken at the Greek Theatre, where unmatched hospitality takes priority over everything else. Targeting specific areas, our creative team has developed concepts that both reflect and enhance the local community, while also doing more to improve your brand.

These concepts ensure that the power of “awe” that visitors experience upon arriving at the Greek Theatre continues after they’ve walked through your doors. They are concepts that speak to the community and location, with vibrant imagery of the Greek Theatre theme.

Visitors will find that look continues through our chef-driven menus, with locally sourced, customizable food offerings around every corner. Serving as attractions all their own, these concepts encourage visitors to relax, engage, and spend more time in the facility. The concepts are also flexible enough to transform space by day and evening, for public or private events.

It is important to note the style of service and menu offerings are designed for an upscale, quick service experience. This will permit an increased table turn, allowing a greater number of pre-concert attendees the opportunity to enjoy the various seated dining choices.

## CONCEPTS AND DESCRIPTIONS

### North and South Concession Stands

- Enhanced food menu including stacked, handcrafted sandwiches. Designation of beverage express windows to decrease wait time

### Mercedes VIP Lounge

- Mexican themed with small plates and tequila flights

### Zeus Bar

- Table service food menu, seasonally driven

### Agora (Grab n Go)

- Placed in front plaza, self-service outlet offering sandwiches, salads, sushi, and beverages

### Beverage Portables

- Greek Themed beverage portables designed for high-volume, quick service

### Greek Themed Pizza Portable

- Versatile high temperature oven

## ACTIVATING YOUR VISION

People with the experience to deliver

As you seek a new food and beverage partner for the Greek Theatre, we know that transition is on your mind. You should know that Premier's transition team has been identified and is ready to go. Our seasoned professionals are prepared to start upon notification of award. There is no risk to change with Premier.

Our team knows the Southern California market because California is our home. There is no learning curve because we are already here, working and headquartered in San Diego, with 131 food and beverage managers serving as additional resources in Long Beach, Ontario, San Diego, and San Francisco.

We attract and employ many of the hospitality industry's recognized leaders. You will see that we have included an excellent leadership candidate for your consideration. But we also know the importance of continuity in management staff. That's why we will evaluate current employees as outlined in our detailed Transition Plan included within this proposal.

**"OUR TEAM KNOWS  
THE SOUTHERN  
CALIFORNIA  
MARKET BECAUSE  
CALIFORNIA IS OUR  
HOME."**

## DELIVERING EXCEPTIONAL SERVICE

An impressive environment and incredible food require excellent service. Premier provides proprietary culinary and customer service training to each of our employees. We customize this program for each location to meet specific needs.

Premier executes a number of training programs to make employee skill sets the best possible. Through Culinary k'nekt, our corporate chefs work closely with facility executive chefs to design exciting food concepts and presentation ideas as well as organize a kitchen and service work flow for greatest quality, efficiency, and capacity. Customer k'nekt trains employees who interface directly with customers whether on the telephone, the concession stand, or during a catered event.

Our employees also benefit from continual analytics which measure customer satisfaction through various surveys. We use those results to improve our training and operations throughout the year, ensuring we continue to deliver more than our visitors expect.

**“PREMIER’S  
CUSTOMER  
SATISFACTION  
SURVEY PROGRAM  
IS CLOUD-BASED  
AND PROVIDES  
INSTANT  
COMMUNICATION  
TO OUR GENERAL  
MANAGER  
AND SENIOR  
MANAGEMENT.”**

## INDUSTRY-LEADING ENVIRONMENTAL PRACTICES

Working smarter to deliver even better

During last year's Oracle Open World conference, while California was suffering through an unprecedented drought, we created a sustainable menu that also reduced water waste among the conference's 46,000 attendees. In a short amount of time, we developed a plan that resulted in conserving 24.2 million liters of water, while avoiding 42.5 metric tons of carbon emissions.

That's just one example of the many ways Premier exhibits our commitment to sustainability in the facilities we serve. We connect with local farmers, fishermen, manufacturers, and gardening programs to provide visitors with a taste of the community. That results in coffee that is UTZ certified, a seafood supply that adheres to the Aquarium of the Pacific's Sustainably Fished Seafood list, grass-fed and organic beef and cage-free eggs and dairy, among other products.

We also recognize our role as a community leader while emphasizing the back end of sustainability, with award-winning recycling, composting, and waste reduction programs. When we reach an agreement with event planners, we identify ways to make it a "Green Meeting," with messages delivered to further promote those sustainable practices.

Premier has long been recognized as an industry leader in green initiatives and sustainability programs. The U.S. Environmental Protection Agency invited our leaders to conduct a presentation as part of a best practices round table discussion in San Francisco. And in Long Beach, we are installing a state-of-the-art rainwater collection system to irrigate their impressive garden.

## ENGAGING YOUR COMMUNITY

Demonstrating our role as a community leader through our actions

Our most direct impact with our community, though, comes in our commitment to purchasing local products and giving small businesses opportunities for exposure. We see our role as a catalyst for our neighbors' success. Whether it's supplying our kitchen or participating in a food, wine, or beer festival, no stronger connections come than when companies with shared values and ideals come together to work for the greater good of the community. In purchasing our products from local business owners, visitors get a taste of their hard work and, in the process, get to know our community a little more.

Upon award, we plan to further demonstrate our commitment to the community by devoting time and resources to Los Angeles County charities. Last year alone, Premier employees volunteered more than 2,000 hours and donated over 8,000 pounds of food to local groups for the betterment of our communities. Adding to that commitment, we would propose instituting a modest transaction fee on every retail purchase at the Greek Theatre, with those proceeds directly benefiting local community-based charities.

We will also look to engage Los Angeles' youth through partnerships with local groups and programs like ProStart, the nation's largest career technical education program. We want to create opportunities for young people to develop skills for employment while starting them on a career path.

**“CREATION  
OF A BEER  
FESTIVAL AND A  
FOOD FESTIVAL  
WILL PROVIDE  
EXPOSURE FOR  
LOCAL BREWERS,  
PURVEYORS,  
AND CULINARY  
TALENTS ALIKE.”**

## OUR FINANCIAL COMMITMENT

"We will pay in advance our full annual guarantee of \$1,400,000 at the beginning of each contract year."

In reviewing the annual guarantee requirement of this opportunity, Premier understands the need for increased cash flow. Therefore, demonstrating our commitment to the Parks Department and confidence in our ability to increase revenues, we will pay in advance our full annual guarantee of \$1,400,000 at the beginning of each contract year.

In addition to our Annual Guarantee of \$1,400,000, that exceeds the RFP threshold, our revenue sharing percentage for the first \$3,000,000 is 42% and 45% for incremental revenue above \$3,000,000.

Targeting investment dollars to specific areas of the Greek Theatre is a strategic decision, with the goal of encouraging visitors to spend more time and dollars while on property. To do that, we have created fun yet approachable menu concepts secured by our proposed \$600,000 investment.

To ensure a smooth transition, we have budgeted \$100,000 in Premier only expense supporting our dedicated on-site management and transition team. Throughout the transition period, we understand significant monies will be spent re-equipping the Theatre's food and beverage outlets, on-boarding staff, developing marketing programs and training employees to a high level of customer service.

Understanding this negotiated process is a balance between upgraded food and beverage equipment/outlets and profit, we remain flexible in our financial approach in order to design a structure that achieves your financial targets



## OUR PARTNERSHIP

We will deliver distinguished hospitality, culinary creativity, and California sensibilities

The Greek Theatre is an iconic world-class destination. Now you must identify a partner who can help you deliver a world-class food service program while driving revenues and enhancing your ability to secure new business.

In short, you must identify a partner who will bring your vision to life.

Premier is the only company uniquely positioned to provide the creativity and passion to make that happen. We bring a balanced focus on hospitality, community, and taste that is constantly evolving in anticipation of customer needs.

In an industry known for conventional food and same-old approaches to service, Premier's culinary team knows how to create a dazzling presentation of products grown and sourced in California. With our professional knowledge and unique concepts, the Greek Theatre stands poised for recognition for its customized approach.

Thank you for the opportunity to present our credentials to your team. We hope to continue this conversation by working with you for many years to come.

**"PREMIER IS THE ONLY COMPANY UNIQUELY POSITIONED TO PROVIDE THE CREATIVITY AND PASSION TO BRING YOUR VISION TO LIFE."**

## OPERATIONAL PLAN FOR FRONT PLAZA AREA DURING THE CONCERT SEASON

Premier Food Services' maintains three pillars of focus: hospitality, community, and taste. This focus is the foundation for our food and beverage approach at the Greek Theatre. The following pages provide the approach to our concert season business plan including: varied menus, investment overview, comprehensive organizational chart, thorough transition plan, sustainability commitment, marketing plan, financial transparency, real-time customer service program supported by our extensive California presence. This business plan demonstrates our readiness to immediately transition services resulting in elevated customer experience.

We will adjust our staffing levels, points of sale, beverage express, food outlets and menu offerings to the anticipated attendance projections, weather and event demographics. We understand it is not acceptable to maintain the same menu items for the wide variety of events held at the Greek Theatre.

### FOOD AND BEVERAGE OUTLET OVERVIEW

#### North and South Concession Stands

The addition of a California-themed mural on the entire wall of the south plaza and face of the south concession stand will add a sense of place and character as customers enter. Popular concession fare elevated with high quality ingredients such as grass fed-beef and all-natural turkey burgers and

all-beef Hebrew National products made several ways to please all tastes. Providing an elevated experience for the quick service customer the main stands will also offer hand-made stacked sandwiches constructed with all natural, gluten-free Boars Head meats and cheeses on freshly baked artisanal breads and rolls. Non-alcoholic and alcoholic beverages will be offered at every window as well as designated beverage express windows will reduce service times.

#### Agora (Grab and Go)

Agora is a new walk up, self-service, grab-and-go portables of freshly prepared sandwiches, fruits, cheeses, hummus, Asian, and small plate desserts merchandised in refrigerated open air showcases utilizing sustainable packaging will allow customers to quickly make their selection. The name of this high-volume outlet is from ancient Greek meaning gathering place or assembly - a place of congregation. Visually engaging, our Agora will showcase locally sourced products, smartly merchandised with a selection of popular alcoholic and non-alcoholic beverages.

### Pizza Portable

Our Greek-themed, portable oven will offer personal size pizzas and flatbreads prepared with locally sourced ingredients. The versatility of the oven will allow us to change the menu offerings per the event demographics and seasonally. Serving as a focal point, we envision placing the oven in the front plaza area during the concert season. However, it is easily relocatable for special and private event programming such as our planned festival program outlined in the Operational Plan for the Front Plaza Area section of this proposal.

### Portable Beverage

Multiple portable beverage outlets manufactured to match the Greek Theatre architecture will offer a selection of beer, wine, cocktails and non-alcoholic beverages. Strategically placed throughout the theatre, the units will offer hand-crafted cocktails, premium wines, local craft beers, and non-alcoholic beverages. These units offer flexibility to serve customized beverages appealing to the event demographics.

### Concepts to consider:

- A Skinny Bar/Cart
- Calorie conscious beverages
- Mixology Program
  - ✦ Rosé bar/cart
  - ✦ Possibly sponsored (Whispering Angels or other purveyor)
  - ✦ A Mocktail bar/cart with Infused Vodkas
  - ✦ Herbs & Fruit

### Mercedes VIP Lounge

Understanding Mercedes paid sponsorship naming rights for this area, if allowable, we propose to add a Mexican theme to this deck space offering tequila flights, hand-crafted cocktails, and cerveza. Small plate offerings such as Snapper Ceviche, Mezcal Cured Salmon, Pork Carnitas Taco complete the experience with quick table service allowing for maximum turn of tables.

### Zeus Bar

The upper and lower Zeus bar will offer a variety of hand-crafted cocktails, premium wines, and local craft beers. Rotating menus offering locally sourced ingredients will offer a step up from the designed quick service food offerings throughout the Greek Theatre.

## PROPOSED PROGRAMMING FOR FRONT PLAZA AREA DURING NON-CONCERT SEASON

We will complement high-profile Griffith Park activities that generate a high volume of traffic driving or walking by the Greek Theatre. Evaluating each opportunity's demographics, projected attendance, and time of day, we will customize the food and beverage experience offering fresh, well-merchandised products to engage the senses of park attendees. We will strategically position our proposed portables to accommodate a wide variety of offerings to the target audience, capturing impulse purchases.

For select park events we could activate deck areas offering an upscale snack or dining option in a relaxing table service atmosphere. The Zeus bar with our enhanced menu and extensive beverage offerings or the more intimate north redwood deck space will allow park special event attendees to enjoy an extended stay while also enjoying a culinary experience customized to their special event.

In addition to enhancing Griffith Park special events, Premier possesses the unique skill and expertise with food festival and event creation. Collaborating with our Del Mar Fairgrounds client, we execute specialty event programming in conjunction with the San Diego County Fair, summer race meet, and as standalone programming. Our knowledge to plan, organize, and engage participants and attract customers is demonstrated by our years of proven success.

### A FEW REPRESENTATIVE EXAMPLES FOLLOW

The San Diego International Beer Festival is a representative example. Over the course of four years, the festival has grown to include 400 beers from 200 breweries, food, entertainment, education, and judging. Revenue increased 84% over the same period.



POTENTIAL FESTIVAL PARTICIPANTS



YOU DO NOT HAVE TO TAKE OUR WORD ON THE SUCCESS

**"OF THE HUNDREDS OF EVENTS THAT WILL TAKE PLACE THROUGHOUT SAN DIEGO COUNTY... MOST NOTABLY, HOWEVER, IS THE SAN DIEGO INTERNATIONAL BEER FESTIVAL WHICH IS THE LARGEST WEST COAST BEER FESTIVAL."**

-Yahoo Travel

The San Diego International Beer Festival was listed as

**"ONE OF THE BEST TIMES TO VISIT SAN DIEGO"**

- US News & Travel

The SDIBF was also listed as

**"ONE OF THE TOP 10 SAN DIEGO SUMMER FESTIVALS & EVENTS YOU SHOULDN'T MISS"**

-Zagat

## TOAST OF THE COAST FESTIVAL

We are in the fourth year of hosting The Toast of the Coast Wine Festival featuring 150 award-winning wines from Eureka to Baja. This event has also realized significant increases in wineries and attendees over the four years. Incorporating merchandise, tasting, judging, and entertainment creates a program with something for everyone.





## FARM TO TABLE

This year at Del Mar we created Sprigs and Spirits, a specialty craft beverage outlet within the garden section of the fair. Utilizing garden-fresh ingredients to create and garnish hand-crafted cocktails creates a new segment of Farm to Table - Farm to Bar!

We then elevated our Sprigs and Spirit space by creating a Farm to Table special event featuring five courses paired with award-winning wine and beer. Led by our Chef Barry, participating farmers included: Connelly Farms, Brandy Beef, Fresh Origins, Blue Heron Farm Bed and Breakfast, and Stehly Farms Organics. Each guest was welcomed with a hand-crafted cocktail and live music, and received a gift bag including a souvenir mason jar glass from Don Julio, a bottle of crystallized basil from Fresh Origins, and a selection of natural beef jerky from Brandt Beef.

### Additional benefits include:

- Community participation
- Exposure of Greek Theatre to new attendees
- Media coverage
- Local business engagement
- Creates cross promotional opportunities with sponsors
- Merchandise related revenue

Clearly our entrepreneurial spirit, California headquarters, and local synergies place Premier as your food and beverage provider of choice. Additional non-event day programming is included with the marketing plan section of this proposal.



## MENU APPROACH OVERVIEW

Our menus are provided as a snapshot of our food philosophy which is focused on our connection with local farmers, growers, producers, and the diversity of the region. Many of our customers prefer custom-crafted menus and our culinary team is skilled in crafting menus that perfectly meet the needs of our private event guests while expertly representing Southern California and maximizing the abundance of seasonal products.

The freedom Premier has over its competitors to purchase locally grown and produced food combined with a regionally focused culinary team and a culture of integrating into and giving back to the communities will assure the quality of cuisine equivalent to the stature of the Greek Theater.





## NORTH AND SOUTH CONCESSION

|  |         |
|--|---------|
| All Beef Hebrew National Hot Dog   | \$6.00  |
| All Beef Hebrew National Chili Dog   | \$6.75  |
| All Beef Hebrew National Chili & Cheese Dog  | \$7.00  |
| Turkey Dog   |         |
| Kale slaw and lime aioli   | \$7.00  |
| Craft Grass-Feed Cheeseburger  | \$9.00  |
| All Natural Turkey Burger  | \$9.00  |
| Veggie Vegan Burger  | \$9.00  |
| Chicken Tenders & Fries  | \$10.00 |
| Sriracha Chicken Tenders & Fries   | \$9.50  |
| Nachos   |         |
| Cheese sauce and jalapeños   | \$7.00  |
| Extreme Nachos   |         |
| Guacamole, sour cream, tomatoes, jalapeños, olives, and onions                                   | \$11.00 |
| Add: seasoned beef or chicken  | \$1.50  |
| Fries  |         |
| Parmesan truffle or sweet potato   | \$6.00  |
| Greek Fries  |         |
| Tomatoes, green onions, olives, feta cheese, and spicy aioli                                     | \$7.00  |
| Fried Kruegermann Pickles  | \$5.00  |
| All natural gourmet pretzels: Classic, stuffed, or gluten-free with Golden Road IPA cheese sauce | \$6.50  |
| Fresh Popped Popcorn   | \$5.00  |
| Big Box Theater Candy  | \$5.00  |
| Cotton Candy   | \$4.00  |

Frozen Novelties: ice cream bars, Greek frozen yogurt, fruit sorbet, Italian gelato \$6.00

The following sandwiches are constructed with all natural, gluten free Boars Head meat and cheese on freshly baked artisanal bread and accompanied with house-made chips and Kruegermann pickle.

|  |         |
|--|---------|
| PASTRAMI BRISKET   | \$13.00 |
| Havarti horseradish cheese sauce and caramelized onions                    |         |
| TUSCAN PESTO PANINI  | \$13.00 |
| Turkey, baby spinach, tomato, Havarti, and ciabatta                        |         |
| THE CUBAN  | \$13.00 |
| Fire braised pork, ham, Swiss cheese, and Golden Road IPA infused mustard  |         |
| MAESTRO HOT ITALIAN SAUSAGE  | \$10.50 |
| GRILLED SEASONAL VEGETABLE PANINI  | \$12.00 |
| Portabella mushroom, zucchini, yellow squash, and onion                    |         |
| FALAFEL PITA, GARDEN VEGETABLES MINT, LEMON, TZATZIKI                      | \$12.00 |
| FRESH GUACAMOLE & FIRE ROASTED SALSA & TORTILLA CHIPS                      | \$10.00 |
| DIP TRIO WHITE BEAN HUMMUS, TOMATO BASIL, FIG & OLIVE TAPENADE & PITA CHIP | \$10.00 |

## NORTH AND SOUTH CONCESSION

### CONCESSION BEVERAGES

|   |                   |
|---|-------------------|
| Fountain (free refill)                                | \$7.50            |
| Nestle Pure Life Water                                | \$5.00            |
| San Pellegrino  | \$6.00            |
| Gatorade  | \$5.00            |
| Pure Life Iced Tea                                    | \$5.00            |
| Red Bull  | \$5.00            |
| RockStar Energy                                       | \$5.00            |
| DRAFT BEER  |                   |
| Domestic Beer   | \$10.00 - \$12.00 |
| Premium Beer  | \$11.00 - \$13.00 |
| LOCAL CRAFT BEERS                                     |                   |
| Flexible menus showcasing most popular L.A. breweries | \$13.00           |
| PREMIUM WINES   |                   |
| Bottle  | \$25.00           |
| Glass   | \$9.00 - \$13.00  |
| COCKTAILS   |                   |
| Premium brands  | \$10.00           |



# AGORA

## GRAB AND GO

|  |         |
|--|---------|
| Dry Cured Meats & Fine Cheeses "Charcuterie"                               | \$11.00 |
| Roasted Herb Turkey Wrap   | \$8.00  |
| Spicy Jalapeño Hummus Wrap   | \$8.00  |
| Farmers Market Raw & Roast Veggie Basket with Avocado Dipping Sauce        | \$8.00  |
| House-Made Guacamole, Fire Roasted Salsa & Tortilla Chips                  | \$9.00  |
| Dip Trio White Bean Hummus, Tomato basil, Fig & Olive Tapenade & Pita Chip | \$10.00 |
| Herb Chicken Caesar Salad with Caesar dressing                             | \$9.00  |
| Strawberry, Blueberries, Feta, Pecan Salad with Citrus Vinaigrette         | \$10.00 |
| Yellow Beet, Fennel, Pomegranate Salad with White Balsamic Dressing        | \$10.00 |
| Seared Ahi Tuna & Asian Rice Noodle Salad with Miso Soy dressing           | \$10.00 |
| Island Ahi Poke with Taro Root Chips                                       | \$13.00 |
| Seasonal Whole and Cut Fruit   | \$5.00  |
| Yogurt Parfait & Organic Granola   | \$5.00  |
| Assortment of Small Plate Desserts   | \$8.00  |

## BEVERAGES

|   |                  |
|---|------------------|
| Nestle Pure Life Water                                | \$5.00           |
| San Pellegrino multiple flavors                       | \$6.00           |
| Gatorade multiple flavors                             | \$5.00           |
| Pure Life Iced Tea                                    | \$5.00           |
| Red Bull  | \$5.00           |
| RockStar Energy                                       | \$5.00           |
| CAN BEER  |                  |
| Domestic Beer   | \$8.50 - \$12.00 |
| Premium Beer  | \$9.50 - \$13.00 |
| LOCAL CRAFT BEERS                                     |                  |
| Flexible menus showcasing most popular L.A. breweries | \$13.00          |
| PREMIUM WINES   |                  |
| Bottle  | \$25.00          |

## BEVERAGE PORTABLES

|   |                   |
|---|-------------------|
| Nestle Pure Life Water                                | \$5.00            |
| San Pellegrino  | \$6.00            |
| Gatorade  | \$5.00            |
| Red Bull  | \$5.00            |
| RockStar Energy                                       | \$5.00            |
| DRAFT BEER  |                   |
| Domestic Beer   | \$10.00 - \$12.00 |
| Premium Beer  | \$11.00 - \$13.00 |
| LOCAL CRAFT BEERS                                     |                   |
| Flexible menus showcasing most popular L.A. breweries | \$13.00           |
| PREMIUM WINES   |                   |
| Bottle  | \$25.00           |
| Glass   | \$9.00 - \$13.00  |
| COCKTAILS   |                   |
| Premium brands  | \$10.00           |

## MERCEDES VIP LOUNGE

### SMALL PLATES

|   |                |
|---|----------------|
| <b>SNAPPER CEVICHE</b>  | <b>\$12.50</b> |
| Snapper, radish, avocado, orange segments and red onion are marinated in fresh citrus juice, serrano pepper, and cilantro and served with cumin dusted chips. |                |
| <b>CHICKEN AND BLACK BEAN TOSTADA</b>   | <b>\$9.00</b>  |
| Al pastor spiced chicken with romaine, radish, crema, and mango-habanero salsa  |                |
| <b>POTATO SOPEAS</b>  | <b>\$7.50</b>  |
| Masa and potato sopas filled with local goat cheese, red chile-tomatillo salsa, and a fresh herb salad  |                |
| <b>ADOBO GRILLED CHICKEN QUESADILLA</b>   | <b>\$9.50</b>  |
| Guajillo, chipotle, and garlic marinated chicken filled flour tortilla with queso oaxaca, roasted corn, and poblano peppers                                   |                |
| <b>MEZCAL CURED SALMON</b>  | <b>\$11.00</b> |
| Mezcal, citrus, and habanero cured salmon with watercress, smoked serrano yogurt, mango, and pumpkin seeds  |                |
| <b>ELOTE</b>  | <b>\$4.00</b>  |
| Grilled sweet corn with chipotle crema, lime, cotija cheese, ancho chile powder, and cilantro   |                |

### TACOS

|  |               |
|--|---------------|
| <b>PORK CARNITAS TACO</b>  | <b>\$5.00</b> |
| Duroc pork shoulder slow cooked in cinnamon and orange is garnished with salsa verde, onion, and cilantro                              |               |
| <b>GRILLED CHICKEN TACO</b>  | <b>\$4.50</b> |
| Red chile and garlic marinated chicken is grilled and served with pico de gallo, watercress, avocado, and jalapeño                     |               |
| <b>AHI TUNA TACO</b>   | <b>\$5.50</b> |
| Ancho and cumin crusted ahi tuna is seared rare with avocado-tomatillo pico de gallo, and chile de arbol salsa in a crispy flour shell |               |
| <b>GRILLED SKIRT STEAK TACO</b>  | <b>\$5.50</b> |
| Lime and cumin marinated skirt steak served with roasted poblano rajas and Mexican cream   |               |

**MERCEDES  
VIP LOUNGE**

**TEQUILLA RESERVE FLIGHTS**

**\$18.00**

Casa Noble Crystal  
Gran Centenario Plata  
Espolon Blanco

Cabo Wabo Blanco  
Milagro Barrel Select Blanco  
Tequila Ocho Plata

Casa Noble Reposado  
Corzo Reposado  
Don Julio Reposado

Asombroso Reposado  
Clase Azul Reposado  
Los Azulejos Reposado

Centinela Anejo  
Corralejo Anejo  
Herradura Anejo

Asombroso Blanco  
Chinaco Blanco  
Cruz Blanco

Gran Centenario Reposado  
Maestro Dobel Reposado  
Tequila Ocho Reposado

Casa Noble Anejo  
Chinaco Anejo  
Don Julio 70 Anejo

Casa Noble Single Barrel Anejo  
Milagro Single Barrel Anejo  
Tequila Ocho Anejo

**EXTRA ANEJO FLIGHTS**

**\$21.00**

Centinela Extra Anejo  
El Tesoro Paradiso  
Jose Cuervo Reserva

Gran Centenario Leyenda  
Gran Corralejo  
Tequila Ocho Extra Anejo

Asombroso Extra Anejo Gran Reserva  
Don Julio 1942  
Patron Platinum

Don Julio Real  
Herradura Suprema  
Patron Burdeos



**CERVEZA COCKTAILS**

**\$13.00**

**MICHELADA**

A traditional refreshing beer cocktail with chipotle, lime, maggi, and pacifico served over ice

**EL TORO**

Chelada style beer, citrusy, and slightly salty with muddled fresno pepper and Dos XX over ice

**COCKTAILS**

**\$13.00**

**BLACK BONITA**

Blackberry mojito with fresh mint

**HIGH PLAINS DRIFTER**

Gran centenario anejo, bulleit rye, and ancho simple syrup stirred and served over ice

**UP IN SMOKE**

Fidencio Clasico mezcal, pineapple juice, fresh squeezed lime juice, and Serrano pepper

**RED OR WHITE SANGRIA**

**\$10.00**

# MERCEDES VIP LOUNGE

## MARGARITAS

\$13.00

### THE TRINITY

Our flagship margarita, made with cabrito blanco, cointreau, and lime juice

### MACHO CAMACHO

Blood orange margarita made with ancho infused tequila and a splash of cava

### ENTER THE DRAGON

Passion fruit margarita with muddled pepper and a splash of cava

### CESAR CHAVEZ

Our champion margarita with cabrito reposado, mandarine napoleon and orange

### BLACK DIAMOND

Maestro dobel, cointreau, pomegranate juice, fresh squeezed lemon sour, and black sea salt

### COBRA VERDE

Cherry lime margarita with a touch of absinthe

### SKINNY MOMMI

A traditional margarita served straight up with maestro dobel, cointreau, and lime juice

### MAMA CITA

Hibiscus margarita with pineapple and orange juices, traditional blanco, and a splash of cava

### BARRIO MARGARITA

Barrio tequila, triple sec, and lime juice shaken and served over ice

### EL TORERO

Maestro dobel anejo, del maguey vida mezcal, cherry heering, fresh squeezed orange juice, and garnished with brandied cherries

## BOTTLED BEER

Domestic \$8.50 - \$12.00

Premium \$9.50 - \$13.00

## DRAFT BEERS

Domestic \$10.00 - \$12.00

Premium \$11.00 - \$13.00

## REPRESENTATIVE SAMPLING OF BEERS

Coors Light

Corona Extra

Corona Light

Negra Modelo

Modelo Especial

Bohemia

Pacifico

Tecate Lager

Victoria

Crispin



## EVENT DAY MEAL PACKAGES

### PACKAGE 1

#### ANTIPASTI PLATTER

Marinated roasted and grilled vegetables, prosciutto, salami, artichoke, and olive tapenade rosemary flat bread

#### FRESH FRUIT SALAD

Assortment of tropical fruit, passion fruit coulis, and shaved coconut

#### CHOPPED GEM LETTUCE SALAD

Grilled antibiotic chicken, bacon, avocado, blue cheese, tomato, green onions, and red wine vinaigrette

#### HERB ROASTED NATURAL TURKEY & FRESH MOZZARELLA

Cranberry grain mustard, brie cheese, and Tuscan French bread

#### ASSORTMENT OF MINI TARTLETS DESSERTS

Mango cream, lemon curd, and chocolate mousse

\$49.00 (two guests)

### PACKAGE 2

#### ANTIPASTI PLATTER

Marinated roasted and grilled vegetables, Italian prosciutto, fine dry salami, artichoke, and olive tapenade rosemary flat bread

#### CALIFORNIAN ORGANIC VEGETABLE PLATTER

Rainbow carrots, celery, purple cauliflower, heirloom tomatoes, broccoli, sweet mini peppers, yellow beets, fennel, and green goodness dressing

#### STRAWBERRY, BLUEBERRY, FETA, PECAN, SALAD

Organic lettuce blend, fresh berries, feta cheese, spiced pecans, and citrus vinaigrette

#### FRENCH BISTRO HERB CHICKEN

Mary's free range chicken slow herb roasted, served with heirloom tomato couscous

#### INDIVIDUAL DESSERTS

Banana Chocolate Carmel Cake, Mocha Macchiato Cake

\$52.00 (two guests)

## EVENT DAY MEAL PACKAGES

### PACKAGE 3

#### ANTIPASTI PLATTER

Marinated roasted and grilled vegetables, Italian prosciutto, fine dry salami, artichoke, olive tapenade, and rosemary flat bread

#### IMPORTED & DOMESTIC CHEESE BOARD

Maytag blue cheese, Monrovia goat cheese, Saint Andres triple crème, Parmigiana, Manchego, white cheddar, Marcona almonds, honeycomb, and fresh berries

#### ORECCHIETTE PASTA SALAD

Roasted vegetables, forest mushrooms, peas, pine nuts, and basil vinaigrette

#### POACHED JUMBO SHRIMP PLATTER

White wine court bouillon poached large shrimp, cocktail sauce, and spicy remoulade sauce

#### SLOW BRAISED BRANDT BEEF SHORT RIBS

Yukon mash potatoes and dried cherry port wine demi

#### PAN SEARED PACIFIC SALMON

Vegetable farro and dill yogurt sauce

#### DESSERTS

Chocolate mousse, hazelnut torte, and mango mousse

\$60.00 (two guests)

## ZEUS BAR & GRILL

### SMALL PLATES

|   |      |
|---|------|
| Mexican Corn Bisque, Poblano Chili-Mushroom Relish                                    | \$8  |
| Heirloom Tomato Gazpacho  | \$8  |
| Compressed Watermelon Salad, Niccise Olives, Feta Cheese, Arugula, Almonds            | \$11 |
| Mixed Butter Lettuce Salad, Cara Cara Orange, Avocado Green Goddess Dressing          | \$12 |
| Mixed Baby Head Lettuces, Roasted Squash, Pomegranate Seeds, Pumpkin Seed Vinaigrette | \$11 |
| Grilled Shrimp & Avocado Cocktail, Fried Plantains                                    | \$14 |
| Albacore Crudo, Pickled Cherries, Spicy Coppa, Avocado Puree, Smoked Sea Salt         | \$17 |

### LARGE PLATES

|   |      |
|---|------|
| Grilled Ahi Tuna, Sweet Corn & Poblano Chile Stew, Fingerling Potatoes, Epazote Cream   | \$29 |
| Slow Roasted Pork, Blue Corn Tamale, Roasted Tomatillo Salsa                            | \$27 |
| Grilled Niman Ranch Dry Aged Ribeye, Blistered Peppers, Roasted Heirloom Tomatoes       | \$35 |
| Chiles En Nogada, Pork Picadillo Stuffed Poblano Chile, Walnut Cream Sauce, Pomegranate | \$25 |
| Head on Prawns in Chipotle Sauce, Mexican Rice, Shaved Chayote & Orange Salad           | \$28 |
| Braised Pork Shank, Black Bean & Bacon Stew, Sauteed Kale                               | \$30 |
| Caldo De Pescado, Seafood Stew, Scallops, Clams, Shrimp, Spicy Tomato Broth             | \$32 |
| Lamb Birria, Slow Cooked Lamb Neck, White Beans, Chipotle Chocolate Sauce               | \$29 |
| Grilled Half Petite Chicken, Yucatecan Corn Puree, Mole Negro                           | \$28 |

## ZEUS BAR & GRILL

### DESSERTS

|  |      |
|--|------|
| Traditional Flan, Baked Vanilla<br>Flan, Pistachio Brittle, Whipped Cream  | \$9  |
| Grilled Bananas, Mascarpone Cream,<br>Orange Spice Cake, Rum Caramel Sauce | \$10 |
| Churros, Y Cajeta, Mexican Doughnuts<br>with Goat's Milk Caramel Sauce     | \$9  |

## BREAKFAST

### BUFFETS

All selections are served with freshly brewed Starbucks coffees, a selection of TAZO teas, and orange juice. 30 Guest minimum.

#### CONTINENTAL \$16

Assorted breakfast pastries to include muffins, coffee cake, scones and croissants, sweet butter, and fruit preserves  
add sliced seasonal fresh fruit \$5

#### EGG BREAKFAST \$22

Scrambled Steibr's cage free eggs, roasted Yukon gold potatoes, crispy bacon or sausage, assorted breakfast breads and pastries, organic yogurts and cereals, sliced fresh fruit, and berries

#### HEART HEALTHY \$22

Assorted low-fat yogurts and house-made granola with almonds and flax seed, sliced seasonal fresh fruit, whole wheat and blueberry muffins, sweet butter, and fruit preserves

#### SALMON AND BAGELS \$25

Sliced Gerard and Dominique European salmon, whipped cream cheese, chopped eggs, capers, diced red onions, assorted bagels, and sliced seasonal fresh fruit

#### BREAKFAST SANDWICH \$22

Hot breakfast sandwich with scrambled cage-free eggs, house-made fennel and pork sausage patty, and cheddar cheese. Served with assorted yogurts, muffins, Danish, breakfast breads and croissants, sweet butter, and fruit preserves  
vegetarian option available

### PLATED

All selections are served with freshly brewed Starbucks coffees, a selection of TAZO teas, and orange juice. 30 Guest minimum.

#### EGG BREAKFAST \$22

Scrambled Steibr's cage free eggs, breakfast potatoes, and your choice of crispy bacon, house-made fennel and pork sausage, or Isernio's chicken-apple sausage

#### VEGETABLE FRITTATA \$22

Roasted seasonal vegetables with local cheese and roasted red pepper coulis. Served with roasted Yukon gold potatoes and choice of crispy bacon, house-made fennel and pork sausage, or Isernio's chicken-apple sausage

#### EGG, SPINACH, AND PROSCIUTTO QUICHE \$23

Scrambled cage-free eggs with spinach, Fontina cheese and crispy prosciutto, served with yellow corn grits and sautéed greens  
vegetarian quiche option available

#### SMOKED SALMON WITH CHIVES \$24

Scrambled cage-free eggs with chives, smoked salmon, and crème fraîche. Served with a root vegetable hash or zucchini dill cakes

#### BRIOCHE FRENCH TOAST \$22

Brioche French toast topped with a seasonal berry compote, served with whipped cream, warm maple syrup, roasted Yukon gold potatoes, crispy bacon and sliced fresh fruit

#### SALMON EGGS BENEDICT \$24

Classic lemon hollandaise over poached cage-free Steibr's eggs with Gerard and Dominique smoked salmon on a toasted English muffin with roasted Yukon gold potatoes  
vegetarian option available

## CATERING MENUS

## BREAKFAST

## BREAKFAST BURRITO \$22

Scrambled eggs, sausage, peppers, and salsa served with Yukon gold potatoes and crispy bacon

## CROISSANT SANDWICH \$22

Egg, Canadian bacon and cheese sandwich served with Yukon gold potatoes and fresh sliced fruit  
vegetarian option available

## BREAKFAST ENHANCEMENTS

Priced per serving, 25 Guest Minimum,

## OATMEAL OR CREAM OF WHEAT \$5

Brown sugar, raisins, and low-fat milk

## CHEESE BLINTZES \$7

Delicate crepes filled with sweetened ricotta cheese, fresh fruit toppings

## BREAKFAST BURRITO \$7

Scrambled eggs, sausage, peppers, and salsa

## CROISSANT SANDWICH \$7

Eggs, Canadian bacon, and cheese

## ENGLISH MUFFIN SANDWICH \$7

Eggs, sausage or ham, and cheese

## CINNAMON FRENCH TOAST OR

## BUTTERMILK PANCAKES \$7

Whipped cream, maple syrup, and fruit topping

## GREEK YOGURT &amp; GRANOLA \$5

## CATERING MENUS

## BREAKFAST

## BREAKFAST AND BREAK ADDITIONS

|   |                |
|---|----------------|
| Assorted Muffins or Danish                    | \$48 per Dozen |
| Assorted Scones or Gougeres                   | \$48 per Dozen |
| Breakfast Breads or Coffee Cake               | \$40 per Dozen |
| Butter Croissants                             | \$52 per Dozen |
| Chocolate Almond Croissants                   | \$56 per Dozen |
| Assorted Bagels &<br>Whipped Cream Cheese     | \$42 per Dozen |
| Assorted Biscotti                             | \$36 per Dozen |
| Chocolate, almond, anise, and white chocolate |                |
| Assorted Yogurts                              | \$38 per Dozen |
| Whole Fresh Fruit                             | \$3 Each       |

## BEVERAGES

|  |                 |
|--|-----------------|
| Assorted Soda                                | \$3 Each        |
| Bottled Water                                | \$3 Each        |
| Honest Iced Tea (bottles)                    | \$4 Each        |
| Starbucks Coffee or<br>Assorted TAZO Teas    | \$65 per Gallon |
| Fresh Squeezed Orange<br>or Grapefruit Juice | \$60 per Gallon |
| Champagne Punch                              | \$75 per Gallon |
| Iced Tea or Lemonade                         | \$65 per Gallon |
| DRY Soda                                     | \$4 Each        |
| Apple, Cranberry, Grape,<br>or Tomato Juice  | \$55 per Gallon |
| San Pellegrino and Sparkling Juices          | \$4 Each        |

CATERING MENUS

**SNACKS**

**AFTERNOON SNACKS**

|   |                |
|---|----------------|
| Assorted Energy Bars  | \$39 per Dozen |
| Freshly Baked Jumbo Cookies<br>4 oz. White chocolate macadamia, chocolate chip,<br>peanut butter and oatmeal-raisin | \$46 per Dozen |
| House-Made Spiced and<br>Sweet Nuts   | \$30 per Pound |
| Individual Bags of Pretzels<br>or Tim's Chips   | \$30 per Dozen |
| Brownies<br>Dark or White Chocolate   | \$42 per Dozen |
| Chocolate Truffles  | \$36 per Dozen |
| Assorted Petit Fours  | \$48 per Dozen |
| Goldfish Crackers   | \$14 per Pound |
| House-Made Trail Mix  | \$14 per Pound |
| Party Snack Mix   | \$15 per Pound |

**SNACKS PREPARED PER GUEST**

|  |                    |
|--|--------------------|
| 25 Guest Minimum                         |                    |
| Pita Bread Triangles<br>with Hummus      | \$3.75 per Serving |
| Tortilla Chips with<br>Guacamole & Salsa | \$7.50 per Serving |
| Potato Chips with<br>French Onion Dip    | \$3.50 per Serving |



## REFRESHMENT BREAKS

Break Packages are designed for a minimum of 25 people.

### MORNING COFFEE BAR \$6

Freshly brewed Starbucks coffee, decaffeinated, selection of international hot TAZO teas, and fresh squeezed orange juice

### SWEET & SALTY \$18

Blue bunny ice cream bars, chocolate covered espresso beans, almond clusters, bagged peanuts and popcorn, assorted sodas, bottled water, freshly brewed Starbucks coffees, selection of TAZO hot teas

### AFTERNOON BEVERAGE BREAK \$8

Assorted sodas, bottled water, freshly brewed Starbucks coffees, selection of TAZO hot teas

### MISSION BREAK \$16

Fresh corn tortilla chips, guacamole, salsa, spicy jalapeños, cinnamon scented churros, assorted sodas, bottled water

### NORTHWEST CHEESE PLATTER \$16

Local cheeses served with artisan breads and crackers, dried figs, roasted almonds, grapes, assorted sodas, bottled water, freshly brewed Starbucks coffees, selection of TAZO hot teas

### AFTERNOON HIGH TEA \$14

Tea sandwiches, petit fours, cheese gougers, rose petal jam, selection of herbal teas

### SEATTLE CENTER PICNIC \$18

Dungeness crab deviled eggs, potato salad nicoise, cold roasted chicken, apple celeriac slaw, baguette, assorted sodas and bottled water

### MEZZE \$17

Hummus, babaghanouj, cucumber salad, marinated olives, roasted red peppers, bulgur salad, and toasted pita with assorted sodas and bottled water

## CATERING MENUS

## LUNCH

## BOX LUNCHES

Box Lunches include compostable service, bottle water, whole fruit, a cookie, and a bag of Tim's chips. To accompany your box lunches, we suggest adding assorted soft drinks for \$3 ea. 20 lunch minimum per selection.

Deluxe box lunches include a choice of: Pasta Salad, Greek Cucumber Salad, Nicoise Potato Salad, and Lemon Bar, Toffee Blondie, or Chocolate Pecan Bar in lieu of cookie.

**MESQUITE TURKEY WITH  
SMOKED BACON \$17 | \$21**

Mesquite turkey, smoked bacon, basil aioli, walla walla onion on focaccia.

**HAM & CHEESE \$17 | \$22**

Thinly sliced honey baked ham, country French Brie cheese, Dijon mustard, mixed greens on a baguette.

**ROAST BEEF SANDWICH \$18 | \$22**

Niman ranch roast beef, sharp tillamook, creamy horseradish sauce on focaccia.

**CLASSIC ITALIAN COMBO \$18 | \$22**

Prosciutto, mortadella, salami, provolone cheese, caponatta, oven dried tomato oil, and vinegar on focaccia.

**VEGGIE \$16 | \$20**

Laura cheneel chevre, celery, dried cranberries, walnut pesto, and watercress on multigrain bread.

## WRAPS

**ROAST BEEF, PORTOBELLO  
MUSHROOM WRAP \$18 | \$22**

Sliced roast beef, baby spinach, portobello mushrooms, roasted red peppers, dilled Havarti cheese wrapped in a spinach tortilla.

**CHICKEN TANDOORI WRAP \$17 | \$21**

Tandoori spiced chicken, cucumber, mint, onion, and greens wrapped in a spinach tortilla.

## SALADS

**THAI BEEF SALAD \$18 | \$22**

Grilled lemongrass beef with Thai spice, bean sprouts, carrot, cucumber, spinach, arugula, mint, and Thai basil and onion flatbread

**PORTOBELLO "NICOISE" SALAD \$16 | \$20**

Grilled portobello mushroom, baby red potato, cornichons, hardboiled egg, tender baby green beans with a petite roll

**HERBED CHICKEN CAESAR SALAD \$17 | \$21**

Grilled breast of chicken with traditional Caesar salad with rustic roll



## LUNCH

### LUNCH BUFFETS

All beverages are available a la carte. 30 Guest Minimum.

#### DELI BUFFET \$27

Chef's choice seasonal chowder (vegetarian)

Butterleaf salad with red radish, fresh herbs, and green goddess dressing

Selection of smoked turkey, lean roast beef, honey baked ham, New York style pastrami, and dry Italian salami

Mortadella, Swiss, provolone, Monterey jack, and sharp cheddar cheeses

Leaf lettuce, tomatoes, kosher pickle spears, and deli condiments

Gourmet breads and rolls

Lady apple slaw, Tim's chips, or pretzels

Assorted cookies and brownies

#### PRE WRAPPED SANDWICH BUFFET \$29

Pasta salad, roasted red pepper, feta cheese, cucumber, red onion, and artichoke

Romaine salad, anchovy vinaigrette, toasted bread crumbs, and grana parma

Potato salad nicoise, olive, tomato, green beans, and dijon vinaigrette

Mesquite turkey, smoked bacon, sharp cheddar, and basii aioli

Niman ranch roast beef, rogue creamery bleu cheese, and balsamic onions

Fontina panini with roasted peppers and arugula

Assorted bars and cookies

#### PAN ASIAN \$36

Soba noodle salad, sesame dressing, carrot, cabbage, and wasabi peas

Fresh tropical fruit

Sake kasu marinated salmon

Lemongrass-ginger chicken

Steamed rice

Sautéed baby bok choy

Ginger garlic tofu

Pineapple upside down cake and fortune cookies

#### LIGHT LUNCH BUFFET \$34

Willie greens salad, roasted beets, roquefort, and toasted walnuts

Lemon thyme marinated chicken breast, and natural jus

Plank roasted salmon, and citrus vinaigrette

Roasted seasonal vegetables

Fingerling potatoes with garlic and herbs

Bread pudding with crème anglaise and caramel

## CATERING MENUS

### LUNCH

#### GRAND LUNCH BUFFET \$39

Roasted vegetable soup

Organic spring greens with grilled zucchini, corn, tomatoes, and champagne vinaigrette

Fingerling potatoes and haricot vert with whole grain mustard and shallots

Seared halibut with olive-orange red onion "slaw"

Roasted strip loin served with charred onions and mushroom jus

Grilled breast of chicken with green grapes and fines herbs

Platters of roasted seasonal vegetables

Rice with peas and cilantro

Rolls and butter

Assorted miniature sweets

## CATERING MENUS

## LUNCH

## COLD PLATED LUNCHES

All 2 course lunch selections include fresh rolls and butter, freshly brewed coffee and hot tea service. 50 Guest Minimum.

**ASIAN TUNA SALAD \$29**

Seared ahi tuna sliced and served over baby mixed greens, napa cabbage, bean sprouts, sugar snap peas, sliced red onion, candied pecans, crisp wontons, and sesame-ginger vinaigrette

Pineapple upside down cake

**TUNA NICOISE SALAD \$29**

Traditional salad from the south of France, soft egg, tomato, olives, boquerones, green beans, fingerling potatoes, and seared ahi tuna

Vanilla bean brulee

**COBB SALAD \$27**

Turkey, avocado, diced tomato, chopped egg, crisp apple wood smoked bacon, crumbled blue cheese, romaine, and watercress with pepper crème fraiche vinaigrette

Normandy apple tart

**FRENCH KISS \$28**

Olive and chickpea salad, grilled artichoke and fines herbs, hanger steak, soft egg, brie, and marinated tomato

Almond dacquoise with raspberry

**MEDITERRANEAN PLATE \$26**

Cumin spiced hummus, eggplant babaghanouj, tomato-cucumber-mint tabbouleh, sliced cucumber with tzatziki sauce on a bed of mixed greens. Served with toasted pita triangles

Lemon tartlet

## HOT PLATED LUNCHES

All 3 course lunch selections include fresh rolls and butter, freshly brewed coffee and hot tea service. 50 Guest minimum.

**ROASTED CHICKEN \$32**

Orange and thyme roasted beets with seasonal lettuces, estrella family creamery cheese, and toasted walnuts

Rosemary-citrus roasted chicken served with herb roasted seasonal vegetables, and creamy grana Parmesan polenta

Chocolate cake, seasonal fruit, and vanilla cream

**NY STEAK \$37**

Hearts of romaine with anchovy-garlic vinaigrette, shaved Parmesan cheese, herbed bread crumbs, lemon, and boquerones

Rosemary salt and pepper rubbed New York steak served with Roquefort Papillon, green and yellow wax bean, and fingerling potato confit

Lavender scented crème brulee

**OVEN ROASTED HALIBUT \$40**

Zucchini carpaccio with micro greens, ricotta salata, toasted pine nuts, and lemon-mint vinaigrette

Oven roasted halibut served with shell beans, tomato confit, and picholine tomato relish

Almond dacquoise with raspberry

**WILD SALMON \$40**

Mixed organic greens, grilled pear, shaved fennel, toasted pecans, crumbled bieu cheese, and pear vinaigrette

Slow roasted wild salmon, cipolline onion, wild mushrooms, barley risotto, and parmigiano reggiano

Bourbon bread pudding, vanilla anglaise

## CATERING MENUS

## HORS D'OEUVRES

## COLD HORS D'OEUVRES

50 pieces minimum per selection. Priced per piece.

## PROSCIUTTO WRAPPED ASPARAGUS \$3.75

Meyer lemon aioli, toasted breadcrumbs  
(spring only)

## FOIE GRAS CANAPÉS \$4.25

Fig compote and brioche

## VADOUVAN CURRIED CHICKEN

## LETTUCE WRAPS \$3.75

Bibb lettuce, currants, celery hearts, and crispy shallots

## ALASKAN HALIBUT CEVICHE

## LETTUCE CUPS \$4.00

Bibb lettuce, orange zest, habanero salsa, and avocado

## SMOKED SALMON CANAPÉ \$3.75

Herbed goat cheese, capers, and fresh dill

## CHILLED ASPARAGUS SOUP SHOOTERS \$3.50

Feta cheese, mint (spring only)

## DUNGENESS CRAB DEVEILED

## ORGANIC EGGS \$4.25

Smoked paprika and chives

## CROSTINIS \$4.00

Prosciutto, grilled asparagus, and crescenza cheese

Roasted lamb, goat cheese, and tomato mint jam

Garbanzo bean, feta, and roasted red peppers

Smoked albacore and micro sorrel

Smoked duck, grape mostarda, and pickled shallots

Herb crusted beef, roasted peppers, and salsa verde

## SPICY TUNA CUP \$4.00

Sesame seeds, scallions, sambal, and soy dressing

## TURKISH FIG \$3.75

Fourme d'ambert blue and aged balsamic (seasonal)

## SPANISH TORTILLA PATATA \$3.50

Piquillo pepper relish

## AHI TUNA CRUDO \$4.00

Kennebec potato crisp

## PARMESAN CHEESE GOUGERS \$3.25

Tiny cheese puffs

## MARINATED BABY ARTICHOKE \$3.50

Lemon-truffle aioli

## GRILLED AND CHILLED PRAWNS \$3.75

Wasabi cocktail sauce

## PORK RILLETTE TOASTS \$3.50

Blood orange mostarda

## AHI TUNA SPRING ROLLS \$4.25

Pickled carrots, cucumber, cilantro, mint, and wasabi cream

## CAESAR SALAD SPRING ROLLS \$4.00

Romaine, prosciutto, and croutons

## GREEK SALAD SKEWERS \$3.50

Kalamata olives, feta, romaine lettuce, and dill vinaigrette

## BUTTER POACHED RADISH \$3.50

Horseradish cream and rye toasts

## LOMI LOMI SALMON \$4.00

Cucumber cups filled with salmon, seaweed salad, and ikura

## FAVA BEAN, PECORINO, AND MINT \$3.75

With grilled bread (spring only)

## MARINATED WHITE ANCHOVY, RADISH

& CAPERBERRY SKEWERS \$3.75

## HORS D'OEUVRES

### HOT HORS D'OEUVRES

50 pieces minimum per selection. Priced per piece.

**ARTICHOKE FRITTERS \$3.50**

Saffron aioli

**WARMED BRISKET SLIDER \$4.00**

Shredded brisket, bbq sauce, and cole slaw

**CHICKEN CONFIT \$3.75**

Port plumped currants and chevre on garlic crostini

**CHICKEN EMPANADAS \$3.50**

Mojo verde

**LOBSTER VOL AU VENTS \$4.50**

Puff pastry with lobster fricassee

**SHRIMP CAKE \$4.00**

Preserved lemon aioli

**MINI QUICHE \$3.50**

Mushroom and goat cheese

Melted leek and black truffle

Mozzarella, tomato and basil

**SOUP SHOOTER \$3.25**

Seasonal soup served in a shot glass

(ask sales person)

**DUNGENESS CRAB SLIDERS \$4.50**

Shredded cabbage slaw and spicy remoulade

**SLOW COOKED PORK AND CABBAGE ROLL \$3.50**

**SHREDDED BEEF STUFFED MUSHROOMS \$3.50**

Horseradish gremolata

**SPANISH POTATO "TORTILLA" \$3.50**

Roasted peppers and salsa verde

**EGGPLANT WRAPPED TOFU \$3.50**

Sweet soy glaze, shredded basil, and sesame seeds

**GRILLED OCTOPUS & SPANISH**

**CHORIZO SKEWERS \$3.75**

Lemon-oregano vinaigrette

**GRILLED BEEF CROSTINI \$4.00**

Roasted pepper relish and salsa verde

**GOUGERES OF WILD WINTER MUSHROOMS \$3.50**

**DUCK CONFIT & SHIITAKE**

**MUSHROOM SPRING ROLLS \$3.50**

Plum dipping sauce

**GREEK STYLE LAMB MEATBALLS \$3.75**

Lemon, oregano, pine nuts, and mint

**FLANK STEAK SKEWER \$4.00**

Thai chili peanut sauce

**HALIBUT & CLAM FRITTERS \$3.75**

Old bay seasonings

**HEMPLERS BACON WRAPPED SCALLOPS \$4.25**

Grape mostarda

**SALMON SAMOSA \$3.75**

Ginger, scallion and mustard seeds, and apricot chutney

**CARIBBEAN SPICED PORK (OR CHICKEN) \$3.75**

Plantain tostone with mango salsa

**PORK & SHRIMP SUI MAI \$3.75**

Black vinegar

**CURRIED POTATO SAMOSA \$3.50**

**WILD MUSHROOM STRUDEL \$3.50**

Thyme and garlic

**LAMB LOLLIPOPS \$5.00**

Harrissa spices

**CHICKEN "GAMBONETTETS" \$3.75**

Soy-honey glaze

**SMOKED CHICKEN ARANCINI \$3.50**

Kale and fontina

## CATERING MENUS

## PLATTERS

## SPECIALTY PLATTERS

**DELUXE IMPORT, DOMESTIC CHEESE TRAY \$500**  
Chef's selection of imported and local cheeses with sliced baguettes and assorted crackers. Garnished with seasonal fresh fruit. Serves 100

**SIDE OF SMOKED SALMON \$550**  
Smoked salmon served with cocktail breads, bagel chips, hardboiled eggs, diced red onion, capers, and cream cheese. Serves 50

**DELUXE CRUDITÉS ASSORTMENT \$375**  
Chef's selection of fresh seasonal vegetables, served with ranch dressing. Serves 100

**SHELLFISH SELECTIONS WITH TRADITIONAL GARNITURE \$600**  
Iced jumbo prawns, snow crab claws, oysters on the half-shell green lip mussels. Served with mignonette, traditional cocktail sauce, charmoula, and lemon. Serves 50

**CHARCUTERIE BOARD \$350**  
A selection of handcrafted salumi from fra mani, house-made pork rillettes and pate, with crisp bread, pickled onions, cornichons, whole grain mustard, and fruits. Serves 50

**ANTIPASTO PLATTER \$600**  
Dry Italian salami, provolone cheese, roasted peppers, eggplant and squash, marinated green and black olives, cherry peppers, bocconcini, and marinated artichoke hearts. Serves 100

**FRESH SLICED FRUIT TRAY \$500**  
Selected seasonal fruit, may include honeydew, cantaloupe, watermelon, strawberries, and pineapple. Serves 100

## CARVERY SELECTIONS

Carved items include mini sandwich rolls and appropriate condiments. All carved items require a Carver at \$125 (up to 2 Hours, \$25 per additional hour)

**WHOLE HONEY BAKED HAM \$250**  
Served with grilled pineapple chutney and gourmet mustards. Serves 50

**ROASTED TURKEY BREAST \$325**  
Served with tomato-tarragon aioli. Serves 50

**HERBED LEG OF LAMB \$200**  
Served with tzatziki sauce. Serves 30

**WHOLE ROASTED TOP SIRLOIN \$350**  
Served with horseradish cream and au jus. Serves 50

**ROASTED NEW YORK STRIP LOIN \$350**  
Served with forest mushroom ragout. Serves 30

**FLAME GRILLED TRI-TIP \$225**  
Served with roasted tomato salsa. Serves 25

**ROSEMARY ROASTED PORK LOIN \$275**  
Served with orange-fennel relish. Serves 35

**ROASTED TENDERLOIN OF BEEF \$325**  
Served with a béarnaise trio. Serves 25



## DINNER

### DINNER BUFFET SELECTIONS

All selections include dinner rolls and butter, freshly brewed coffee and hot tea service. 50 Guest Minimum.

#### ACT ONE BUFFET \$70

Baby spinach salad with soft boiled farm egg, marinated tomato, pancetta, and roquefort papillion

Butter lettuce and belgian endive salad with fresh herbs, candied pecans, grilled pears, and champagne vinaigrette

Roasted chicken breast with tomato and saffron

Tender roasted beef with au jus and horseradish cream

Baked wild halibut with leeks and truffle

Grilled asparagus with balsamic roasted mushrooms and shallots

Butter braised baby carrots with parsley and orange zest

Mushroom pearl couscous

Potato and cauliflower gratin, and gruyere cheese

Sacher torte and flourless chocolate cake

#### ENCORE BUFFET \$60

Organic mixed green salad with frisee, seasonal fruit, crumbled goat cheese, toasted walnuts, and citrus-dijon vinaigrette

Crispy chopped romaine toasted bread crumbs, citrus-garlic vinaigrette, and boquerones

Grilled pork loin with horseradish apple sauce and cider jus

Alder plank troll caught salmon with dijon-sherry brown sugar glaze

Roasted baby root veg with shallot-thyme butter

Sautéed seasonal vegetables with garlic, pine nuts, olive oil, and lemon

Rosemary roasted Yukon gold potatoes

Crushed white beans with tomato confit, garlic, and rosemary

Tiramisu

#### NORTHWEST BUFFET \$65

Butter lettuce and endive salad, grilled pear, estrella partly sunny blue, candied pecans, and champagne vinaigrette

Willie greens salad, laura chenei chevre, toasted walnuts, citrus roasted beets, and sherry vinaigrette

Roasted troll caught king salmon, wild mushrooms, and leek

Peppercorn roasted strip loin of beef, charred cipolline onion, and horseradish jus

Roasted local root vegetables with thyme and garlic

Grilled artichoke and shell beans, parsley, and black truffle

Toasted barley risotto, and parmigiano reggiano

Washington sweet corn polenta

Assorted petit fours, bread and butter pudding, and ginger bread cupcakes

## CATERING MENUS

## DINNER

## PLATED DINNERS

All 3 course dinner selections include dinner rolls and butter, freshly brewed coffee, and hot tea service. 50 Guest Minimum.

## GRILLED FILET OF BEEF \$58

Organic mixed greens, ricotta salata, toasted walnuts, black olive crostini, and sherry vinaigrette

Grilled filet of beef, wild mushroom demi, sautéed seasonal vegetables, and potato puree

White chocolate amaretto mouse cake with peach syrup

## BRAISED BEEF CHEEK \$52

Romaine lettuce with toasted bread crumbs, anchovy lemon vinaigrette, and boquerones

Red wine braised beef cheek, potato-celeriac puree, and roasted baby veggies

Chocolate truffle cake, seasonal fruit, and whipped cream

## SURF AND TURF \$65

Salad of frisee, endive and greens with grilled pears, bleu cheese, hazelnut brittle, and balsamic vinaigrette

Red wine braised short ribs, barley risotto, seasonal mushrooms, and slow grilled citrus prawns

Chocolate lava cake and berry coulis

## HERB CRUSTED RACK OF LAMB \$58

Trio of chicories with persimmon, tart dried cherries, toasted walnuts, and herbed chevre

Herb crusted rack of lamb, tomato confit, marinated picholines, olive-white bean puree, and chateau destoublon olive oil

Lavender crème brulee

## BRAISED LAMB SHANK \$56

Cucumber salad, tomato, paneer, and butter lettuce with a citrus vinaigrette

Red wine and fenugreek braised lamb shank, cardamom scented basmati rice, hot lemon pickle, and butter sauce

Orange ginger bread pudding

## OSSO BUCO \$57

Tuscan panzanella salad, grilled bread, and ricotta salata cheese

Braised veal shank with polenta and roasted seasonal vegetable

Tiramisu

## ROASTED CHICKEN \$49

Romaine with marinated cucumber, tomato, feta, basil, and mint

Juniper and rosemary brined and roasted chicken

Breast, thyme and onion roasted fingerling potatoes, shell beans with shallot and lemon

Normandy apple tartlet

## BRAISED CHICKEN \$48

Willie greens salad, laura chene! chevre, toasted walnuts, citrus roasted beets, and sherry vinaigrette

Tomato and olive braised free range chicken hind quarter, and lemon pearl pasta

Crème brulee

## CATERING MENUS

## DINNER

## SESAME CRUSTED HALIBUT \$MP

Butter lettuce and endive salad, grilled pear, and ginger soy vinaigrette

Sesame crusted and roasted halibut, coconut curry, wok fried bok choy, and black rice

Lemon tart

## ROASTED ESCOLAR \$56

Butter lettuce and endive salad, grilled pear, estrella partly sunny blue, candied pecans, and champagne vinaigrette

Roasted escolar with olive, preserved lemon, and tomato

Warm chocolate cake with berry coulis

## WILD SALMON \$MP

Butter lettuce and endive salad, grilled pear, estrella partly sunny blue, candied pecans, and champagne vinaigrette

Slow roasted wild salmon, warm farro salad with herbs and tomato, and braised greens

Hazelnut crusted chocolate torte

## PORTOBELLO NAPOLEON \$45

Tuscan white bean soup with rosemary oil

Portobello mushroom napoleon with spinach, eggplant, zucchini, roasted tomato compote, and basil oil

Tiramisu

## SEASONAL RISOTTO \$45

Grilled asparagus salad with meyer lemon egg sauce

Risotto with fresh, seasonal vegetables and topped with grana parma

Lemon tart

## DESSERTS

3 Dozen minimum per selection.

## ASSORTED MINIATURES \$48 PER DOZEN

Example flavors: cream puff, éclair, mocha éclair, lemon bar, napoleon, and espresso cube

## ASSORTED PETIT FOURS \$48 PER DOZEN

Example flavors: praline profiterole, blood orange and chocolate stack, caramel praline twin peaks, and pistachio diamond

## MINI DOUGHNUTS \$36 PER DOZEN

Crème anglaise

## CHOCOLATE TRUFFLES \$36 PER DOZEN

## ASSORTED HOPES COOKIES \$42 PER DOZEN

Chocolate chunk, oatmeal raisin, peanut butter, and white chocolate macadamia nut

## LOCAL FOOD COMMITMENT

An example of our local food commitment is highlighted in the map of Southern California identifying farms and producers. We understand the balance of crop size to deliverable menus and will draw upon our resources to consistently achieve this balance.

Menus will incorporate seasonal products so the freshest and best tasting food will impact our attendees. The map indicates a representative snapshot of just a portion of the many local farms and producers we will integrate into the Greek Theatre food and beverage program.



## INVESTMENT EQUIPMENT LIST

As requested in the RFP, the following summary of major equipment will support our proposed food and beverage concepts and menus.

We included the total value of \$600,000 that does not reflect the \$200,000 equipment credit. Therefore, Premier will invest \$400,000 at the Greek Theatre.

| GREEK THEATRE PROPOSED EQUIPMENT                              |                |
|---|----------------|
| DESCRIPTION   | CATEGORY TOTAL |
| SMALLWARES  | \$30,000.00    |
| <b>Production</b>   |                |
| Prep Tables   |                |
| Ref Freezers 2 door   |                |
| True T-19 Reach-In Refrigerators - One Door, 19 Cu. Ft.       |                |
| Gas Griddles - 3 Burners, 60,000 BTU, 36"W                    |                |
| Gas Charbroilers - Radiant 36"Wx25-3/4"Dx15-1/2"H 120,000 BTU |                |
| Commercial Gas Fryers - 40-45 lb. Oil Capacity                |                |
| Dual Stack Convection Ovens                                   |                |
| Dual Stack Steamers   |                |
| 6 Burner Range with Vulcan Oven                               |                |
| 3 Compartment Sinds   |                |
| Hand wash Sinks   |                |
| Warming Drawers   |                |
| Double Wall Warners   |                |
| French Fry Warmers  |                |
| 4 Door Refrigerated Chef Base                                 |                |
| Hot Dog Rollers   |                |
| Microwaves  |                |
| Hot Holding Boxes   |                |
| Ice Makers with Bins  |                |
| Air Screen Display  |                |
| Medium Duty Wire Shelving - 48"Wx24"D Shelf                   |                |
| Reach In Refrigerator - Four Half Doors, 46 Cu. Ft            |                |
| Ice Caddys 200 lb. Capacity                                   |                |
|   | \$325,000.00   |

|   |                     |
|---|---------------------|
| <b>Portables</b>  |                     |
| Portable Bars   |                     |
| Marche Grab n Go  |                     |
| Casio PCR-T5000 25 Cash Registers and Credit Card Machines                                    |                     |
| Merchandise Carts   |                     |
| Pizza   |                     |
|   | \$100,000.00        |
| <b>Catering</b>   |                     |
| Catering China, Glass, Silverware   | \$25,000.00         |
|   |                     |
| <b>Graphic Design</b>   |                     |
| Graphic Displays & Signage  | \$25,000.00         |
|   |                     |
| <b>Office and Warehouse</b>   |                     |
| OFFICE AND WAREHOUSE EQUIPMENT  | \$20,000.00         |
|   |                     |
|   |                     |
|   | \$525,000.00        |
| <b>Tax</b>  | \$35,000.00         |
| Installation  | \$15,000.00         |
| FREIGHT   | \$25,000.00         |
| <b>Total Investment of \$600,000. Allocation between categories subject to change. Total:</b> | <b>\$600,000.00</b> |

## PROPOSED GRAPHIC ENHANCEMENT

Below is a sample of graphic embellishment for the exterior of the South Concourse.

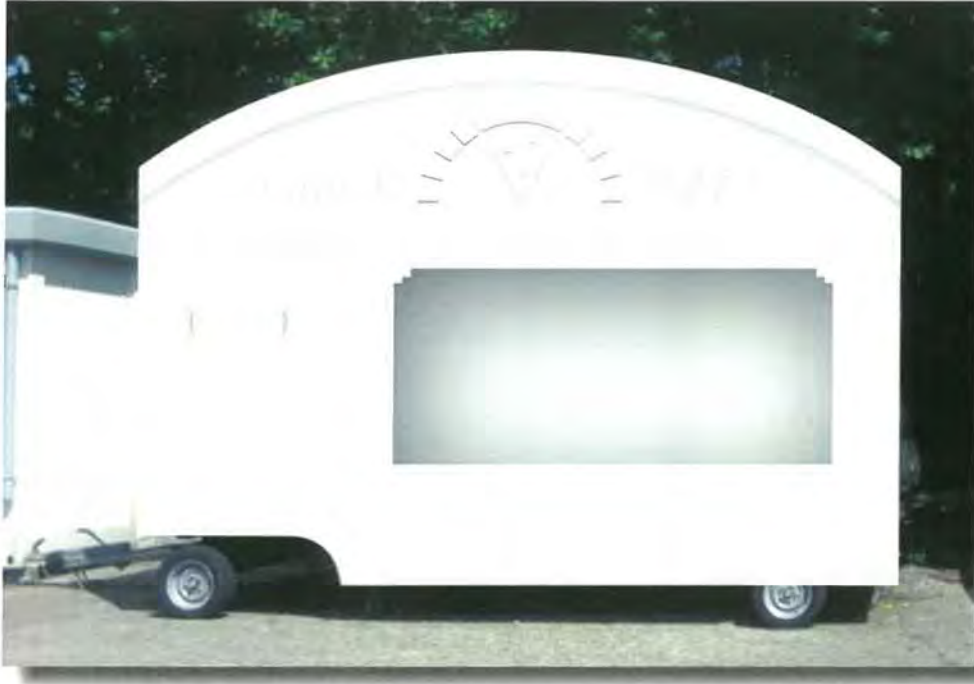


Presented here is a life-style mural depicting all things California



## PROPOSED MOBILE CART ENHANCEMENT

Below are proposed mobile enhancements for both a pizza portable and beer/wine/spirits carts.





## REPRESENTATIVE MERCHANDISE DISPLAY



THESE EXTERIOR RMU CARTS HAVE FEATURES INCLUDING 14 GA ELECTRO GALVANIZED CONSTRUCTION WITH A UV-RATED POWDER-COATED FINISH FOR ALL PARTS, A SOLID SURFACE COUNTER TOP, HEAVY-DUTY LOCKING CASTER WHEELS, AND INTERIOR TRACK LIGHTS. THEY ALSO HAVE LARGE HINGING SHELVES THAT HAVE A FIXED POSITION AND HINGE DOWN TO ALLOW FOR EASY LOWERING TO ROLL THROUGH THE DOOR. SHORT ADJUSTABLE SHELVES FOR ENDS ARE REMOVABLE AND MOUNT TO STANDARDS. LOCKING SECURITY SHUTTERS ALLOW FOR A SAFE METHOD OF SECURING A VENDOR'S PRODUCTS AT THE CLOSE OF EACH DAY.

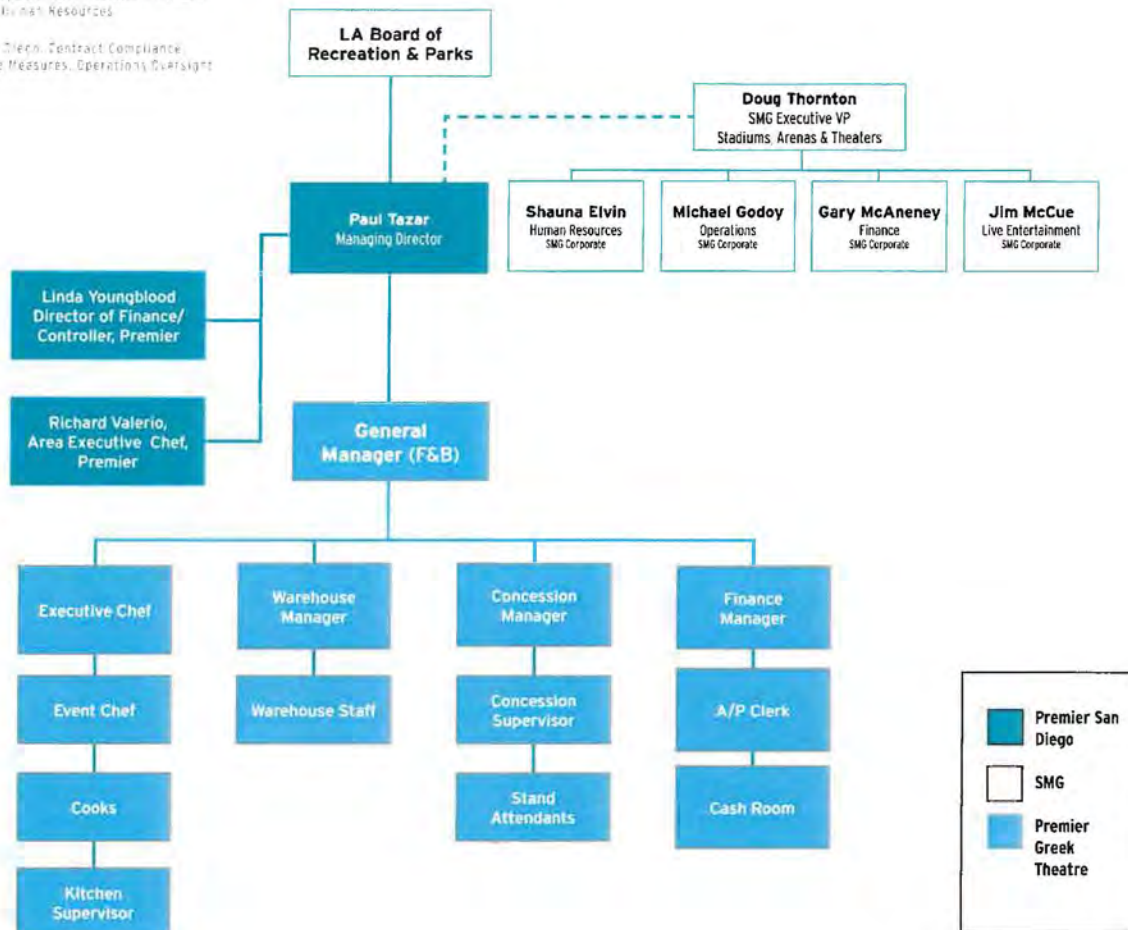
# PROPOSED ORGANIZATION CHART

The proposed organization chart is based upon our high-volume concession and special event experience. We will utilize our extensive Southern-California-based managers to supplement the on-site staff as required. If the volume of events significantly increases as a result of the open booking policy, we will increase our on-site team to ensure exceptional customer service and culinary experiences.

## PROPOSED FUNCTIONAL ORGANIZATIONAL CHART - GREEK THEATRE FOOD AND BEVERAGE CONCESSION

Corporate Support: Administrative, Finance, Operations, Human Resources

Premier San Diego: Contract Compliance, Performance Measures, Operations Oversight



## GENERAL MANAGER CANDIDATE

### Jason Parker

#### SUMMARY

12 years of hospitality and food and beverage management in both public and private companies.

Extensive background in all facets of food and beverage supporting multiple business units in multiple locations, including budgeting and cost control, profit and growth strategies, payroll/P&L management, strategic marketing and sales, full-cycle front and back of the house operations in both restaurant and catering, menu development, vendor management and safety, sanitation, quality controls.

Proven leader; able to balance competing priorities, inspire and motivate teams, and create positive, growth-oriented work environments.

#### PROFESSIONAL QUALIFICATIONS

##### SMG LONG BEACH CONVENTION CENTER LONG BEACH, CA JUNE 2012-PRESENT

###### Director of Food and Beverage

My experience includes management of the food and beverage annual budgets including capital expenditures. Ensures high standards of food and beverage quality, service and marketing to maximize profits and ensure outstanding customer service. I work closely with manager to focus on best practices to provide the best possible work environment and foster growth.

This experience has been vital because it has allowed me to work with all levels of management and helped strengthen my partnership with both the property and corporate level. Throughout my experience in Food and Beverage I have designed/implemented innovative ways to improve overall operations including food quality, controls and profitability.

- Responsible for the development and implementation of departmental strategies and maximize financial performance of department. Oversee all events including community outreach events. Coordinating menu revisions with the chef, kitchen staff and food sales representatives. Managing a team of four food and beverage managers, overseeing culinary operations, and all concession outlets in the facility.

##### SMG AQUARIUM OF THE PACIFIC LONG BEACH, CA SEPTEMBER 2011- JUNE 2012

###### Manager of Food and Beverage

- Responsible for managing the overall business operations that deal with the needs and activities of the employees ensuring alignment and support of the strategic business plan and objectives.
- Directed various business departments to ensure the smooth running of the company.
- Trained a large team, provided discipline and performance feedback in a retail environment.
- Scheduled staff to meet business needs.
- Involved in the recruitment and mentoring of new staff.
- Responsible for achieving all performance related targets.
- Ensured that best practices were followed in safety, and quality of service.
- Developed and supported a cross functional culture of continuous improvement.
- Maintained excellent relationships with clients and supplier.

### SPAGHETTI FACTORY FULLERTON, CA (2008- 2011)

#### General Manager

The Old Spaghetti is an Italian-style chain restaurant in the United States. Together, there are 42 restaurants in total.

- Established restaurant business plan by surveying restaurant demands, identified and evaluated competitors, and sales projections.
- Established strategic planning and forecast budgets improving operational efficiency. Sales increased by 3.5 percent within a year.
- Maintained quality of service by establishing standard operations procedures.
- Maintained patron satisfaction by monitoring, evaluating, and auditing service of food and beverage.
- Responsible for safe, secure, facility environment.

### SPAGHETTI FACTORY FULLERTON, CA (2003- 2008)

#### Restaurant Manager

- Managed all aspects of the restaurant, from events, decorations, to menu selection.
- Managed inventory control, customer and vendor relations.
- Hired staff for various positions.
- Trained new employees on restaurant work ethics.
- Scheduled employees work shifts.
- Communicated to head chef about any issue regarding food quality and service levels
- Handled guest problems and complaints

### PROFESSIONAL DEVELOPMENT & ASSOCIATIONS:

- ServSafe for Food Handlers Certified
- First Aid and CPR certified

### AWARDS:

- Manager of the year, Southern California District
- MVP Award, Manager of the quarter for all Spaghetti Factories 2006

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SAVOR... 2015

## TRANSITION PLAN

### PREMIER READY. SET. GO.

Upon notification of award we will activate our already identified transition staff immediately, instituting a smooth, seamless transition. Demonstrating our preparedness, the following detailed Transition Plan outlines major actions, dedicated personnel, and key initiation dates. It is important to realize our Transition Plan is a living document adapting to the business environment but always maintaining the targeted milestone dates. While this plan is thorough, inevitably items will arise and be incorporated to properly address and document progress.

Throughout the transition, we will work hand in hand with Greek Theatre management on a daily basis providing updates, initiatives, findings, and progress. You will be involved every step of the way ensuring aligned priorities and communication.

We are asking you to make a change to Premier. We know as a new partner we will elevate your food and beverage program - not only initially but throughout the term.

What separates us is Southern-California-based leadership, deep California resources and no learning curve. Premier offers:

- California company headquartered in San Diego
- Nimble, quick decision making, not bureaucratic levels of approval
- Chefs who have the control to create
- 16 California Accounts to support Greek Theatre with festivals or large events
- Knowledge of California, and more specifically, Southern California
- A seasoned transition and executive team

### TRANSITION OF EXISTING EMPLOYEES

We have identified exceptional management and supervisors to elevate the current food and beverage program. Additionally, upon notification of award, we will evaluate current employees for their interest of continued employment and assimilate qualified candidates as detailed on the following pages.

Please note that Premier is prepared to make adjustments to the following items based upon the needs and requirements.

Assess

Implement

Assimilate

Train

## THE TRANSITION

Premier views the transition of any operation as one of the most, if not *the* most, critical activities to undertake. We understand the sensitive nature of this activity. We are experienced in, and adept at, securing excellent results. We utilize a process that is professional and empathetic.

We have laid out a timeline for activity and have developed a very specific task list with accompanying date estimates. [\(This task list can be found on the following pages.\)](#)

### EMPLOYEE MEETINGS AND ORIENTATION

Premier will have an on-site representative available to meet with each employee individually. The purpose of these meetings will be to identify and address issues and concerns. Each employee will receive an orientation to facilitate their adjustment to the company as well as to clarify the individual's role within the organization.

### EMPLOYEE QUESTIONS

Throughout the transition period and beyond, representatives of Premier's Human Resources Department will be available by phone and in person to respond to any questions or concerns.

### PREMIER BENEFITS PRESENTATION

Upon contract execution, Premier's human resources representative will make a presentation to all employees to identify and explain Premier's benefits. We will also distribute written information regarding benefits.

### BENEFITS ENROLLMENT

Once employees have been identified to work with Premier at the facility, our human resources representative will explain and distribute packets that include benefits enrollment information and forms.

# GREEK THEATRE TRANSITION PLAN

The following Transition Schedule is based on an October 1, 2015 award with takeover January 2016. This detailed Transition Plan demonstrates our attention to detail and readiness to begin operations, and will be adjusted to reflect actual award date and first event. We will execute a seamless start-up in conjunction with the LA Parks Department.

## EXECUTIVE ORGANIZATION

| Task Description and Documentation Reference  | Assigned To   | Due Date  | Completed | Comments   |
|---|---------------|-----------|-----------|--|
| Establish transition team   | PAUL          | 8/1/15    | 8/1/15    | Transition and support team identified and established   |
| General manager of food and beverage  | COMMITTEE     | 10/1/15   |           |  |
| F&B operations team   | PAUL/GM       | 9/1/15    |           |  |
| H/R representative  | CORPORATE H/R | 11/1/15   |           | Corporate and local review                               |
| Current budget build and review   | FINANCE       | 8/15/15   |           |  |
| Review F&B fiscal budget and pre-opening  | FINANCE/GM    | 10/1/15   |           |  |
| Review systems at facility (g/l, payroll, menu management)  | FINANCE       | 10/1/15   |           | San Diego Headquarters Review                            |
| Review procedures for ongoing financial review with contract administrator                            | FINANCE       | 11/1/15   |           | Detailed meeting after contract award                    |
| Review staff organization - interview key managers  | PAUL/GM       | 10/1/15   |           |  |
| Review current year and proposed budget   | PAUL/GM       | 10/15/15  |           |  |
| Review current booking policy and procedure   | PAUL/GM       | 11/1/2015 |           | Set meetings with management company to review in detail |
| Do walk through inspection with staff, transition team  | PAUL/GM       | 10/5/15   |           | On-site walk through scheduled at contract award         |
| Implement organizational chart  | PAUL/GM       | 10/15/15  |           |  |
| Begin discussions with key users to clarify or expand facility's role in food and beverage operations | GM            | 9/23/15   |           | Set meetings with executive director to review in detail |
| Review contracts and supplier agreements  | FINANCE       | 10/15/15  |           |  |
| Arrange to meet key clients   | GM            | 11/2/15   |           | Communicate with key stakeholders                        |
| Develop transition budget and outline   | FINANCE       | 8/1/15    |           |  |
| Review calendar of events to identify booking, staffing, high profile or logistical issues            | PAUL/GM       | 11/2/15   |           | Set meetings with executive director to review in detail |
| Review marketing plan   |               | 10/10/15  |           |  |
| Finalize marketing plan in conjunction with the client  | GM            | 10/10/15  |           |  |
| Set up office supplies, order manuals and forms   | FINANCE       | 10/10/15  |           |  |
| Review menu management software - POS   | GM/FINANCE    | 10/15/15  |           |  |
| Open checking accounts, deposit slips and stamps if required  | FINANCE       | 10/15/15  |           |  |

| Task Description and Documentation Reference                   | Assigned To | Due Date | Completed | Comments                     |
|--|-------------|----------|-----------|------------------------------|
| Set up accounting system and chart of accounts and unit number | FINANCE     | 10/10/15 |           |                              |
| Set up OSHA logs and make required postings                    | FINANCE     | 11/2/15  |           | Facility review and initiate |
| Order health permits and licenses                              | FINANCE     | 11/2/15  |           |                              |
| Liquor license review and revisions                            | FINANCE     | 10/1/15  |           |                              |
| Procure necessary insurance certificates                       | FINANCE     | 10/1/15  |           |                              |

## HUMAN RESOURCES

| Task Description and Documentation Reference  | Assigned To            | Due Date            | Completed | Comments |
|---|------------------------|---------------------|-----------|----------|
| Obtain employee census information (names, titles and salaries)   | CORP HR REPRESENTATIVE | 10/10/15            |           |          |
| Align job descriptions - hourly and management with org chart   | CORP HR REPRESENTATIVE | 10/15/15            |           |          |
| Place ads if necessary - hold HR open house   | CORP HR REPRESENTATIVE | 10/10/15            |           |          |
| Conduct interviews  | AS APPROPRIATE         | 11/15/15            |           |          |
| Order uniforms and name tags  | GM                     | Ongoing             |           |          |
| Prepare labor schedules   | GM                     | 11/2/15             |           |          |
| Distribute uniforms   | PURCHASING             | 12/2/15             |           |          |
| Schedule employee meeting. Distribute information/welcome packets (including benefit information. Introduce local human resources designee) | GM                     | 12/2/15             |           |          |
| Set up a personal file for each employee containing employment application, W-4, I-9, personnel action forms.                               | LOCAL                  | 11/22/15            |           |          |
| Add new department to Premier directory; Obtain new organization chart; Update contact names and numbers                                    | CORP HR REPRESENTATIVE | 10/2/15             |           |          |
| Develop employee notification process/date  | FINANCE                | 10/20/15            |           |          |
| Place ads for open positions  | CORP HR REPRESENTATIVE | 2nd round as needed |           |          |
| Determine application process/timeline  | LOCAL                  | 10/1/15             |           |          |
| Determine position requiring background checks  | LOCAL                  | 10/1/15             |           |          |
| Set up interviewing schedule/ reserve space   | LOCAL                  | 10/15/15            |           |          |
| Set up all new employees packages   | CORP HR REPRESENTATIVE | 10/15/15            |           |          |
| Obtain signed acknowledgment forms for each employee on code of conduct policy, etc.  | CORP HR REPRESENTATIVE | 12/2/15             |           |          |
| Set up employee in ADP and e-time   | CORP HR REPRESENTATIVE | 12/3/15             |           |          |



| Task Description and Documentation Reference  | Assigned To            | Due Date | Completed | Comments |
|---|------------------------|----------|-----------|----------|
| Order appropriate payroll equipment   | CORP HR REPRESENTATIVE | 10/15/05 |           |          |
| Determine system needs for installing payroll equipment. Obtain IP addresses        | CORP HR REPRESENTATIVE | 10/15/15 |           |          |
| Develop ADO and e-time F&B client analysis documentation to be used in system setup | CORP HR REPRESENTATIVE | 10/15/15 |           |          |
| Implement e-TIME hand scanning  | FINANCE                | 11/2/15  |           |          |

## FINANCE

| Task Description and Documentation Reference   | Assigned To | Due Date | Completed | Comments |
|--|-------------|----------|-----------|----------|
| Provide payroll processor with ADP manual and payroll section of Premier accounting manual for study.  | FINANCE     | 11/2/15  |           |          |
| Establish payroll  | FINANCE     | 11/2/15  |           |          |
| Order time-clock and install at F&B location if required   | FINANCE     | 11/2/15  |           |          |
| Review system for distribution of payroll checks including signatures for all part-time labor  | FINANCE     | 11/2/15  |           |          |
| <i>Finance-financial reporting</i>   |             |          |           |          |
| Review monthly closing procedures, financial statement preparation procedures and assign responsibilities. Set up timing schedule for completion of each step. | FINANCE     | 11/2/15  |           |          |
| Review standard journal entries:<br>- sales journal<br>- payroll job costing<br>- recurring entries  | FINANCE     | 11/2/15  |           |          |
| Develop rolling forecast spreadsheet   | FINANCE     | 11/2/15  |           |          |
| Develop highlights package   | FINANCE     | 11/2/15  |           |          |
| Develop accounts receivable aging summary  | FINANCE     | 11/2/15  |           |          |
| Initiate use of balance sheet control form   | FINANCE     | 11/2/15  |           |          |
| Review due date calendar from facility accounting for finance.   | FINANCE     | 11/2/15  |           |          |
| <i>Food and beverage administration - revenue and cash handling</i>  |             |          |           |          |
| Order petty cash and change fund   | FINANCE     | 11/2/15  |           |          |
| Arrange safe and alarm codes   | FINANCE     | 11/2/15  |           |          |
| Set up banks for all registers at each location  | FINANCE     | 11/2/15  |           |          |

| Task Description and Documentation Reference   | Assigned To | Due Date | Completed | Comments |
|--|-------------|----------|-----------|----------|
| Order armored car service  | FINANCE     | 11/2/15  |           |          |
| Set up P.O.S service contract  | FINANCE     | 11/2/15  |           |          |
| Program all points of sale   | FINANCE     | 11/2/15  |           |          |
| Finance- banking/cash receipts/ deposits   |             |          |           |          |
| Review contractual requirements  | FINANCE     | 11/2/15  |           |          |
| Set up "point of sales" credit for visa/ mastercard and American express   | FINANCE     | 11/2/15  |           |          |
| Make arrangements for cash order requests  | FINANCE     | 11/2/15  |           |          |
| Set up cash journals for all accounts  | FINANCE     | 11/2/15  |           |          |
| Set up form for reporting daily cash balances and deposit (daily cash reports)   | FINANCE     | 11/2/15  |           |          |
| Fixed assets   |             |          |           |          |
| Review contractual requirements concerning fixed assets  | FINANCE     | 11/2/15  |           |          |
| Review capital asset requirements for annual budget submittal.   | FINANCE     | 11/2/15  |           |          |
| Finance-purchasing/cash disbursements  |             |          |           |          |
| Review authorized vendor list from operations -create form letter to new vendors -establish credit terms with vendors -request new Premier account | FINANCE     | 11/2/15  |           |          |
| Review log-in system for invoices  | FINANCE     | 12/1/15  |           |          |
| Review payment cycle (monthly)   | FINANCE     | 12/1/15  |           |          |
| Finance accounts receivable/billing  | FINANCE     | 12/1/15  |           |          |
| Review credit memo procedures  | FINANCE     | 12/1/15  |           |          |
| Review procedures for tracking advanced deposits   | FINANCE     | 12/1/15  |           |          |
| Review contracts, when executed  | FINANCE     | 12/1/15  |           |          |

### F&B TRAINING

| Task description and documentation reference                                    | Assigned To  | Due Date | Completed | Comments |
|---|--------------|----------|-----------|----------|
| F&B training  |              |          |           |          |
| Food handling, sanitation and HACCP - all employees                             | DIRECTOR F&B | 12/5/15  |           |          |
| Cash handling/ register training  | FINANCE      | 12/6/15  |           |          |
| Complete server training  | DIRECTOR F&B | 12/12/15 |           |          |
| Eco-lab - conduct dish machine training, chemical hazard communication training | DIRECTOR F&B | 12/12/15 |           |          |
| Safety training class - fire extinguisher and kitchen equipment                 | DIRECTOR F&B | 12/12/15 |           |          |

| Task description and documentation reference  | Assigned To            | Due Date | Completed | Comments |
|---|------------------------|----------|-----------|----------|
| Lead tips training  | TRAINER                | 12/7/15  |           |          |
| Premier training  | HR REP                 | 12/7/15  |           |          |
| Food  |                        |          |           |          |
| Menus: catering price and portion guide, concessions  | GM/DIRECTORS           | 11/2/15  |           |          |
| Recipe files  | DIRECTOR CULINARY      | 11/2/15  |           |          |
| Ordering: purveyor meetings, inventory sheets and order guides  | DIRECTOR PURCHASING    | 11/2/15  |           |          |
| Receiving and storage - pre-opening period ongoing  | DIRECTOR PURCHASING    | 11/2/15  |           |          |
| Production - develop production sheets - hot and cold temp logs   | DIRECTOR CULINARY      | 11/2/15  |           |          |
| Non-food  |                        |          |           |          |
| Disposables -place orders -receive -set up inventory sheets   | DIRECTOR PURCHASING    | 11/2/15  |           |          |
| Smallwares (non china, glass and silver)  | GM                     | 11/2/15  |           |          |
| Equipment - vendor provided equipment - coffee urns, soda machines - install vendor equipment - review leases | GM                     | 11/2/15  |           |          |
| Uniforms  | TEAM                   | 11/2/15  |           |          |
| Write uniform policy and employee acknowledgment form   | HR REP/CBA             | 11/2/15  |           |          |
| Sanitation and safety   |                        |          |           |          |
| Determine responsibilities for - trash removal - extermination - equipment repair and maintenance             | GM                     | 12/1/15  |           |          |
| Pre-opening cleaning  | DIRECTOR F&B/ CULINARY | 12/1/15  |           |          |
| Thermometers - food handlers - cold boxes   | DIRECTOR CULINARY      | 12/1/15  |           |          |
| Establish emergency medical procedures  | DIRECTOR F&B           | 12/1/15  |           |          |
| Order medical supplies  |                        | 12/1/15  |           |          |
| Purchase necessary safety equipment -wet floor signs - safety goggles, gloves - chains for co2 tanks          | DIRECTOR F&B           | 12/1/15  |           |          |
| Merchandising and signage   |                        |          |           |          |
| Determine # of alcohol policy signs needed for each venue   | GM                     | 11/2/15  |           |          |
| Review and order supplies (props)   | DIRECTOR F&B           | 11/2/15  |           |          |
| Premier concept signs   | GM                     | 11/2/15  |           |          |
| Food and beverage operations review   |                        |          |           |          |
| Meet with key operations staff to discuss their responsibilities and role during transit                      | GM                     | 10/20/15 |           |          |

| Task Description and Documentation Reference   | Assigned To             | Due Date | Completed | Comments |
|--|-------------------------|----------|-----------|----------|
| Review routine maintenance programs, including preventative maintenance and equipment inspections  | DIRECTOR F&B / CULINARY | 11/2/15  |           |          |
| Review in-house purchasing   | FINANCE                 | 11/2/15  |           |          |
| Review security and access to keys<br>- set up key control system with instructions to manager on duty<br>- note master keys and set up controls<br>- note security of desks | GM                      | 10/9/15  |           |          |
| Portable kiosk program   |                         |          |           |          |
| Determine product needs  | GM/ACC                  | 10/11/15 |           |          |
| Vending equipment placement and movement   | GM/ACC                  | 11/8/15  |           |          |
| Place orders   | WHSE                    | 12/2/15  |           |          |
| Develop vendor folders for current vendors and ensure w9 is completed  | FINANCE                 | 12/2/15  |           |          |

## SALES AND MARKETING

| Task Description and Documentation Reference  | Assigned To          | Due Date | Completed | Comments |
|---|----------------------|----------|-----------|----------|
| Sales department  |                      |          |           |          |
| Obtain quotes/estimate of scheduled events  | GM/DIRECTOR OF SALES | 11/1/15  |           |          |
| Establish billing procedures in-house sales   | FINANCE              | 11/2/15  |           |          |
| Review format for sales file with finance department and building sales director                              | FINANCE              | 11/2/15  |           |          |
| Review event/sales schedules for all future bookings  | GM/DIRECTOR OF SALES | 11/2/15  |           |          |
| Implement sales manager checklist   | DIRECTOR OF SALES    | 11/2/15  |           |          |
| Review ordering process   | DIRECTOR OF SALES    | 11/2/15  |           |          |
| Implement insurance certificate checklist for events  | FINANCE              | 11/2/15  |           |          |
| Initiate improved documentation system for all events   | GM/DIRECTOR OF SALES | 11/2/15  |           |          |
| Establish mechanism to follow-up on return of executed contracts advance deposit information to finance       | FINANCE              | 12/1/15  |           |          |
| Establish pre-event planning meeting among Premier event staff  | GM/DIRECTOR OF SALES | 11/2/15  |           |          |
| Install department calendar with dates for: event dates, deposit requirements, cancellations and new bookings | GM/DIRECTOR OF SALES | 11/2/15  |           |          |
| Client contact for upcoming events first 60 days, second 60 days, all other clients                           | GM/DIRECTOR OF SALES | 11/2/15  |           |          |

| Task Description and Documentation Reference   | Assigned To                 | Due Date | Completed |  |
|--|-----------------------------|----------|-----------|--|
| Notification to clients of changes/ new contact info   | GM/DIRECTOR OF SALES        | 11/2/15  |           |  |
| Develop "donating food" policy   | GM/DIRECTOR OF SALES        | 11/2/15  |           |  |
| Marketing  |                             |          |           |  |
| Press release announcement   | CORPORATE AND GREEK THEATRE | 10/25/15 |           |  |
| Develop client comment card/online survey  | GM/MARKETING                | 11/2/15  |           |  |
| Set up luncheon for administrators   | GM                          | 1/5/16   |           |  |
| Set up meeting with facility marketing director, suite sales and food and beverage director to initiate event promotion programs | GM                          | 11/17/15 |           |  |

### T MINUS 2 WEEKS

| Task Description and Documentation Reference | Assigned To    | Due Date | Completed | Comments |
|--|----------------|----------|-----------|----------|
| Pre - Opening Week                           |                |          |           |          |
| Prepare pre-opening week schedule            | GM             |          |           |          |
| Reconfirm hotel rooms                        | OFFICE ASST.   |          |           |          |
| Outline job assignments                      | GM             |          |           |          |
| Opening Week                                 |                |          |           |          |
| Support staff and management opening packets | DEPT DIRECTORS |          |           |          |
| Outline job assignments                      | DEPT DIRECTORS |          |           |          |

## IMPROVING AND DRIVING REVENUES

One of the reasons Premier enjoys such long-term relationships with our many clients is our ability to improve and drive revenues. One of the ways we do this is by constantly seeking new revenue opportunities. It is a hallmark of our operating style which we have utilized with all of our accounts from the very beginning.

We engage a creative on-site staff who are always looking for opportunities to grow revenues. Where others might see empty space, Premier professionals see revenue producers and client and customer pleasers.

The examples depicted here, were created in previously empty spaces, are most appropriate. These examples were instituted 10 years ago and have been providing returns ever since. They are indicative of the kind of initiative and forethought we undertake on behalf of all of our accounts.

The examples shown right represent empty spaces at both the Long Beach and Moscone Conventions Centers which were developed into retail spaces and which together generated more than \$1 Million dollars in 2014.



## HIGH-VOLUME SUCCESS

Responsibility of the Greek Theatre from both the customer and financial perspective we do not take lightly. Our on-site management team and corporate support teams are committed to your success. Below is a snapshot of major businesses that demonstrate industry-leading practices.

THE BELOW CHART REPRESENTS EXAMPLES WITHIN OUR PORTFOLIO OF SUCCESSFUL MANAGEMENT OF HIGH-VOLUME OUTLETS

|                     | Site/Account                        | Facility A* | Facility B | Facility C | Facility D | Facility E |
|---------------------|-------------------------------------|-------------|------------|------------|------------|------------|
| Years of Experience | Fixed & Mobile Concessions          | 32          | 32         | 7          | 16         | 6          |
|                     | Food Courts                         | 32          | 32         | N/A        | 16         | N/A        |
|                     | Special Function Bar Service        | 32          | 32         | 7          | 16         | 6          |
|                     | Meeting/Specialty Dining Facilities | 32          | 32         | 7          | 16         | 6          |
|                     | Catering and Banquet Facilities     | 32          | 32         | 7          | 16         | 6          |
|                     | Retail and Merchandise Sales        | 32          | 32         | 7          | 16         | 6          |



## PREMIER FOOD SAFETY

### PREMIER'S INTERNAL EVALUATION AND SAFETY PROGRAM

Premier Food Safety is the program we've developed to ensure we've reached above and beyond what each state and local health department provides in their mandated inspections, and that allows us to receive a higher level of HACCP and alcohol beverage compliance in each and every Premier business.

### PREMIER FOOD SAFETY PROGRAM

Premier's Safe Food program was written and implemented by Senior Premier Executive Management, Culinary Teams, and Everclean Services, a nationally recognized food safety audit firm retained by Premier for their expert and current knowledge of HACCP, sanitation, and overall food safety. For each of our client facilities, this third-party safety expert performs random audits throughout the year to ensure that policies are being followed. The audit results and on-site training are then reported to the Managing Director of Premier, Regional Management, and Local Management. Actionable items are immediately addressed and less immediate items are scheduled for additional training. Each Premier on-site manager is expected to be ServSafe Certified in addition to meeting any local or state requirements. Through the Premier Food Safety program, we continue to increase our awareness with continual reinforcement of our culture of Premier Food Safety for our guests.

### PREMIER BEVERAGE SAFETY

This program was written and implemented by Senior Executive Management and BARS, Inc. BARS has been retained by Premier for their expert knowledge of alcohol compliance in all locations. Premier accounts participate with secret shopper and compliance officers accounting for service standards, alcohol training, compliance and overall guest safety. The results and on-site training are reported to the Managing Director of Premier, Regional Management, and local management after each visit to our secure website. Actionable items are immediately addressed and less immediate items are scheduled for additional training or coaching. Each Premier on-site manager is expected to be TIPS trained in addition to completing any required local local or state training. Through the Premier Food Safety Program we continue to increase our awareness with continual reinforcement and our culture of Premier Food Safety for our guests.

### SANITATION AND SAFETY

"Inspect what you expect" is an age-old mantra of a disciplined, regimented philosophy which cannot be improved upon when it comes to complete facility sanitation and safety. Premier Food Safety is a company-wide incentive which we created with venues like yours in mind. Built on a platform of consistency, mandated, non-negotiable sanitation principles are routinely checked internally and externally. Premier's program is one which guests and facility owners may rely and the facility owner may rely on to keep a safe and clean environment.



# INSTITUTION OF SAFETY/EMERGENCY MANAGEMENT PROGRAMS

Premier understands the importance of maintaining a safe and healthy workplace as well as the responsibility as stewards for the facilities we oversee. For this reason, each facility instills a Safety Committee whose sole purpose is to ensure that all measures are taken to both limit workplace injuries as well as maintain emergency preparedness. The Safety Committee is comprised of representatives from each department whose responsibility is to disseminate safety information both to and from their team members. This committee is an integral part of staying in compliance and arranging all state and federally mandated certifications concerning areas involved

with managing facilities of all sizes. It is through this committee where representatives facilitate annual fire and earthquake drills, constantly focusing on areas to improve.

In the ongoing effort to limit workplace injuries, Premier has created company-wide online training modules that provide the safety procedures specific to each individual's day-to-day job function (e.g., Proper lifting techniques for warehouse personnel). With the use of our Succession Management Website, Premier has the ability to monitor and track the completions of these safety trainings in order to ensure compliance across all levels of team members.

## PREMIER FOOD SAFETY DOCUMENTATION

The image displays a collection of food safety documentation forms and checklists. Key documents visible include:

- HACCP Prerequisite Programs:** A table with columns for Program Name, Description, and Frequency. Programs listed include:
  - Handwashing
  - Sanitation
  - Food Safety Training
  - Food Safety Inspection
  - Food Safety Management
  - Food Safety Records
  - Food Safety Communication
  - Food Safety Monitoring
  - Food Safety Corrective Action
  - Food Safety Verification
  - Food Safety Validation
  - Food Safety Recall
  - Food Safety Complaints
  - Food Safety Complaint Investigation
  - Food Safety Complaint Resolution
  - Food Safety Complaint Reporting
  - Food Safety Complaint Investigation
  - Food Safety Complaint Resolution
  - Food Safety Complaint Reporting
- FOOD SAFETY AUDITS:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
  - SECTION 3 - FOOD SAFETY TRAINING
  - SECTION 4 - FOOD SAFETY INSPECTION
  - SECTION 5 - FOOD SAFETY MONITORING
  - SECTION 6 - FOOD SAFETY CORRECTIVE ACTION
  - SECTION 7 - FOOD SAFETY VERIFICATION
  - SECTION 8 - FOOD SAFETY VALIDATION
  - SECTION 9 - FOOD SAFETY RECALL
  - SECTION 10 - FOOD SAFETY COMPLAINTS
  - SECTION 11 - FOOD SAFETY COMPLAINT INVESTIGATION
  - SECTION 12 - FOOD SAFETY COMPLAINT RESOLUTION
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  - SECTION 14 - FOOD SAFETY COMPLAINT INVESTIGATION
  - SECTION 15 - FOOD SAFETY COMPLAINT RESOLUTION
  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY TRAINING:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
  - SECTION 3 - FOOD SAFETY TRAINING
  - SECTION 4 - FOOD SAFETY INSPECTION
  - SECTION 5 - FOOD SAFETY MONITORING
  - SECTION 6 - FOOD SAFETY CORRECTIVE ACTION
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  - SECTION 11 - FOOD SAFETY COMPLAINT INVESTIGATION
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  - SECTION 14 - FOOD SAFETY COMPLAINT INVESTIGATION
  - SECTION 15 - FOOD SAFETY COMPLAINT RESOLUTION
  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY INSPECTION:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
  - SECTION 3 - FOOD SAFETY TRAINING
  - SECTION 4 - FOOD SAFETY INSPECTION
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  - SECTION 14 - FOOD SAFETY COMPLAINT INVESTIGATION
  - SECTION 15 - FOOD SAFETY COMPLAINT RESOLUTION
  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY MONITORING:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
  - SECTION 3 - FOOD SAFETY TRAINING
  - SECTION 4 - FOOD SAFETY INSPECTION
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  - SECTION 6 - FOOD SAFETY CORRECTIVE ACTION
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  - SECTION 14 - FOOD SAFETY COMPLAINT INVESTIGATION
  - SECTION 15 - FOOD SAFETY COMPLAINT RESOLUTION
  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY CORRECTIVE ACTION:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
  - SECTION 3 - FOOD SAFETY TRAINING
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  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY VERIFICATION:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
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  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY VALIDATION:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
  - SECTION 3 - FOOD SAFETY TRAINING
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  - SECTION 15 - FOOD SAFETY COMPLAINT RESOLUTION
  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY RECALL:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
  - SECTION 3 - FOOD SAFETY TRAINING
  - SECTION 4 - FOOD SAFETY INSPECTION
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  - SECTION 16 - FOOD SAFETY COMPLAINT REPORTING
- FOOD SAFETY COMPLAINTS:** A checklist with sections for:
  - SECTION 1 - GENERAL OBSERVATION
  - SECTION 2 - FOOD SAFETY RECORDS AND STORAGE
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## COMMITMENT TO INCLUSION AND NONDISCRIMINATION

### LOCAL CERTIFIED MINORITY AND WOMEN AND VETERAN-OWNED BUSINESSES

Premier is firmly committed to promoting and advancing the meaningful participation of minority-owned business enterprises, women-owned business enterprises, disabled individuals, and veterans enterprises. Premier has demonstrated a history of embracing minorities and women in its business activities as joint-venture partners, managers, employees, subcontractors, and vendors. Premier, through its strong local and corporate commitment, maintains contacts with appropriate governmental and nongovernmental entities to find qualified minority, women, and veteran subcontractors, vendors, and employees. Premier has a written non-discrimination policy advising all that equal employment opportunity is a basic company policy.

Premier recognizes that government entities, including cities, universities, and private companies like Premier, bear a special and continuing responsibility to make serious efforts to help Minority Business Enterprises/Women Business Enterprises (MBE/WBEs) enter the economic mainstream. Premier also recognizes that the meaningful inclusion of minority, women,

and disabled individual firms is not simply about extending economic opportunity to a few, but about building a foundation to achieve social equity and economic self-sufficiency for all.

To give meaning to its policy of promoting the full participation of MBE/WBEs, Premier commits itself to a wide array of post-contract award efforts – from extensive and aggressive outreach efforts to the elimination of gratuitous economic barriers (e.g., bonding requirements where appropriate) that hinder opportunities for minority, women, and disabled individuals. Premier is keenly aware that MBE/WBEs and disabled individuals not only have to confront problems related to race and gender, but need to address economic obstacles that stand in the way of all small businesses. Premier is confident that its substantial efforts, which are calculated to deal with all issues facing MBE/WBEs and disabled individuals, will help minority and women businesses and disabled individuals attain their full measure of entrepreneurial self-sufficiency and economic self-reliance.

- Premier's Moscone facility utilizes MBE/WBE/Veteran certified vendors
- Premier conforms to all Americans With Disability Act (ADA) requirements

## PREMIER'S K'NEKT TRAINING

### PHILOSOPHY

Premier believes in developing employees. We provide tools that help employees to be better in their work lives and their personal lives. We understand that for training to be valuable it must be relevant. Our programs focus on life skills and, by so doing, give people a reason to engage. We believe that by understanding the purpose in our work and focusing on the “how” of how we deliver service, the outcome is improved for all. This philosophy underscores the format and materials in all of our programs. Creating a great guest, customer, and employee experience takes creativity and must be multi dimensional. We all win when we feel good about the job we are doing and how we are doing it.

The name **k'nekt** exemplifies the belief that “we are all in this together.” All of our behaviors impact each other. Our industry is people-centric. We design programs exclusively for our unique requirements. We understand the importance of hospitality and quality of service, of increasing sales and driving revenues, of always looking to exceed customer expectations.

### METHODOLOGY

Making training engaging and relevant to the adult learner is critical in order for it to be effective. Premier takes this theory one step further. Not only are all of the messages and skills pertinent for the success of the employees at their jobs, but many of the lessons taught are also relevant to personal interactions. Employees engage and incorporate concepts when they see value. By showing value beyond the workplace, employees embrace and take ownership of the training. Each program includes the following:

- Professionally delivered training utilizing industry experts
- A blend of media that is current and engaging
- Messages and skills that are directly applicable to work and often personal lives
- Versatile skills that allow the learner to internalize and personalize for a more genuine application and delivery
- Current topics that address the fast-paced digital world in which we operate
- Customized programs that significantly improve results

## TRAINING FOR THE FOOD AND BEVERAGE TEAM OF THE GREEK THEATRE

Nowhere does the opportunity for the demonstration of hospitality and graciousness appear more clearly than in food service. And nowhere do the long-held tenets of k'nekt resonate more soundly. Because in k'nekt we are focused on employee development as well as guest satisfaction. This, in turn, cultivates a staff that nurtures the guest experience.

All k'nekt trainers are Emily Post certified. They deliver the trainings with the qualities of civility, hospitality, and professionalism we demand.

For Greek Theatre Food and Beverage training we envision a cascading program. Our expectations for excellent service will be clear to every level of the organization.

### Senior Leadership - 1-Hour Program

Will be briefed on the techniques and tools of the customer service program. The goal is to gain the endorsement and support of senior leadership for the customer service initiative.

### Line Management - 3-Hour Training

We will explain the tools and key customer service concepts that all employees will be expected to demonstrate. The core message of this training is to align all management with your leadership goals while recognizing and rewarding employee behavior.

### Employee - 4-Hour Training

Employees will attend an interactive program to explore the skills of customer service. A blend of live facilitation and captivating multimedia is tailored specifically for the facility. Employees engage because they see relevancy of the skills in their personal lives as well as in their business lives. The skills taught are centered around core messages.

The employee training will explain how they contribute to realizing the overall vision for the facility-how a positive guest experience is a positive experience for them. "Getting back what you give out."

## REWARDS AND RECOGNITION

In addition to training the employees we recommend the installation of programs such as those that follow:

### EMPLOYEE RECOGNITION PROGRAM

Nominations would come from immediate supervisors identifying performance and/or behaviors that deserve recognition. Employees' names and pictures would appear on the recognition wall. Employees would receive a monetary award.

### EMPLOYEE SUGGESTION PROGRAM

This program will include a modernized "suggestion box" where employees can submit ideas for improvement. Employees would submit suggestions for business operation improvement, and a committee would be established to review the suggestions submitted. Any suggestion implemented would receive a cash reward and be recognized in the employee recognition program.

### OTHER TRAINING PROVIDED BY PREMIER

Premier also offers a series of Sales Courses. These classes introduce proven sales techniques and are designed to drive to drive revenues. They also provide a segment of etiquette designed to polish attendees' personal presentation skills.

Front line leadership training is provided as are various webinars addressing topics such as mystery shopping, social media training for administrative assistants, etc.



## SUSTAINABILITY

Sustainability has always been an integral part of Premier's culture. Recognizing our collective social responsibility to be good stewards of natural resources, we work to create high-quality culinary programs while minimizing our environmental footprint.

Our commitment to sustainability will continue to be a guiding principle in everything we do, from purchasing local to rotating menus seasonally, from guest and staff education to innovative recycling processes.

## CONTENTS

- > Premier Earth
- > Sustainable Food and Beverage Service Criteria
- > Sample Guidelines
- > Sustainability Approach
- > Additional Sustainability Options
- > Local Food Commitment



## PREMIER EARTH: A COMMITMENT TO THE ENVIRONMENT

### SUSTAINABILITY AND RECYCLING PROGRAMS

Sustainability is a key attribute of Premier's culture and will continue to be a key guiding principle in everything we do with purchases from local vendors, education of guest, and staff, seasonal menu rotation, recycling, and innovation. You will experience through our proposal and in speaking with our clients how we have pioneered practices and established benchmarks other companies still aspire to.

### OUR MISSION

Our mission is to be the industry leader in green initiatives and sustainable programs by minimizing our carbon footprint through recycling, composting, purchasing locally produced product, utilizing sustainable seafood, and utilizing non-petroleum-based disposable products.

### RELATIONSHIPS

Premier enjoys an excellent long-standing relationship with the Aquarium of the Pacific. We understand that the facility has a relationship with the Monterey Bay Aquarium. We believe these to be compatible and will operate in whatever fashion the facility directs.

### WORKING SUSTAINABILITY

The following represent guidelines for making a food and beverage service as sustainable as possible within a venue's geographic, regulatory, and economic confines.

Premier was asked to take part in an EPA roundtable on sustainability practices in San Francisco. The purpose of the round table was to gather decision makers of large facility event centers to describe their sustainability practices and identify barriers for improving programs. Premier's involvement was to describe our practices, how we implemented the practices and the municipal support needed. The outcome of the round table was the Sustainable Food and Beverage Service Criteria described on the following pages.

## SUSTAINABLE FOOD AND BEVERAGE SERVICE CRITERIA

The following represents guidelines for making a food and beverage service as sustainable as possible within a venue's geographic, regulatory, and economic confines.

### PREVENT OR DIVERT WASTE, RECYCLE AND REUSE RESOURCES

- Recycle glass, plastic, paper, cardboard, aluminum, pallets, and other materials where local, municipal, and facility guidelines allow, including printer cartridges and fluorescent light bulbs.
- Compost organic waste (food waste and cooking grease) where local or municipal regulations and facility guidelines allow.
- Use reusable utensils and dishes unless doing so outweighs the environmental footprint of alternatives (e.g., water conservation is sacrificed, etc.).

Reduce packaging waste by replacing individual serving size condiment packages with bulk condiments where possible, and by selecting the largest available containers for dairy products and other supplies.

### SUPPORT SUSTAINABLE AND HUMANE FISHING AND FARMING PRACTICES

- Select seafood supply in accordance with the Aquarium of the Pacific sustainably fished seafood list or lists that are approved by them or comparable.
- Supplement menus with locally grown or sourced products (i.e. transported from within 200 miles), and seasonal, non-GMO organic produce, including organic and local beers and wines
- Use agricultural products such as grass-fed and organic beef, cage-free eggs, dairy produced without antibiotics or hormones.
- Provide UTZ Certified coffee, tea, rice and other certified fair trade products where possible.



## GREEN THE SUPPLY CHAIN AND PURCHASE ENVIRONMENTALLY PREFERABLE PRODUCTS

- Use compostable service ware and the highest available post-consumer content paper products or Forestry Stewardship Council tree-free products for food service as well as office product needs.
- Use cleaning products that are third-party certified as environmentally safe and non-toxic (i.e., Green Seal certified).
- Purchase Energy Star rated equipment for energy conservation. If not available, consult with local utility for energy efficient appliances that meet energy star standards (proper operations and maintenance are important steps in maintaining the energy efficiency of appliances).
- Incorporate sustainable practices into contract language.

## EDUCATION AND OUTREACH

- Educate clients, contractors, event attendees, and staff on sustainable practices.
- Provide "green meeting" suggestions to event planners.
- Provide green messaging throughout facility to educate and promote sustainable practices.
- Train staff in all aspects of sustainable practices so they are able to carry out the practices as well as educate others.

# SAMPLE SUSTAINABILITY GUIDELINES

| SUSTAINABLE CRITERIA               |   |                  |                    |           |  |
|------------------------------------|---|------------------|--------------------|-----------|--|
| Definitions/Notes                  |   |                  |                    |           |  |
| Food Product                       | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Locally Produced Product           | Manufactured, grown and/or raised within 250 miles of venue   |                  |                    |           |  |
| Regionally Produced Product        | Manufactured, grown and/or raised within 400 miles of venue or within the State   |                  |                    |           |  |
| Food Miles (per serving)           | Ratio of miles traveled to venue from point of origin to venue location   |                  |                    |           |  |
| Barriers/Conflicts                 | Logistics, cost, availability, seasonality, availability  |                  |                    |           |  |
| Solutions                          | Production of processed food products from local sources and items from locally produced wild foods and products of fisheries, livestock, and dairy |                  |                    |           |  |
| Locally Produced Food and Beverage | Locally produced products which have been processed within 250 miles of venue   |                  |                    |           |  |
| Sustainability (Food and Beverage) | Applicable to locally sourced food  |                  |                    |           |  |
| Sustainability (Food and Beverage) | Applicable to locally sourced food  |                  |                    |           |  |
| Packaging                          | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Full Packaging                     | Items are not individually packaged   |                  |                    |           |  |
| Sustainability (Food and Beverage) | Materials are derived from renewable resources, can be composted  |                  |                    |           |  |
| Recyclable                         | Materials can be recycled to avoid landfills  |                  |                    |           |  |
| Reusable                           | Materials can be used repeatedly  |                  |                    |           |  |
| Waste Diversion                    | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Compost                            | Organic waste items are being recycled into compost for use as fertilizer   |                  |                    |           |  |
| Recycling                          | Items such as paper, cardboard and plastic are picked up by the venue   |                  |                    |           |  |
| Recycling                          | Items such as paper, cardboard and plastic are picked up by the venue   |                  |                    |           |  |
| Recycling                          | Items such as paper, cardboard and plastic are picked up by the venue   |                  |                    |           |  |
| Recycling                          | Items such as paper, cardboard and plastic are picked up by the venue   |                  |                    |           |  |
| Cleaning Products                  | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Non-toxic                          | Non-toxic cleaning products   |                  |                    |           |  |
| Non-toxic                          | Non-toxic cleaning products   |                  |                    |           |  |
| Non-toxic                          | Non-toxic cleaning products   |                  |                    |           |  |
| Non-toxic                          | Non-toxic cleaning products   |                  |                    |           |  |
| Transportation                     | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Low Carbon Footprint               | Mode of transport is low carbon footprint   |                  |                    |           |  |
| Low Carbon Footprint               | Mode of transport is low carbon footprint   |                  |                    |           |  |
| Low Carbon Footprint               | Mode of transport is low carbon footprint   |                  |                    |           |  |
| Social Impact                      | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Local Employment                   | Local employment opportunities  |                  |                    |           |  |
| Local Employment                   | Local employment opportunities  |                  |                    |           |  |
| Local Employment                   | Local employment opportunities  |                  |                    |           |  |
| Local Employment                   | Local employment opportunities  |                  |                    |           |  |
| Employee Health and Safety         | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Food Safety                        | Food safety protocols and training  |                  |                    |           |  |
| Food Safety                        | Food safety protocols and training  |                  |                    |           |  |
| Food Safety                        | Food safety protocols and training  |                  |                    |           |  |
| Food Safety                        | Food safety protocols and training  |                  |                    |           |  |
| Energy/Water Efficiency            | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Energy Efficient                   | Energy efficient equipment  |                  |                    |           |  |
| Energy Efficient                   | Energy efficient equipment  |                  |                    |           |  |
| Energy Efficient                   | Energy efficient equipment  |                  |                    |           |  |
| Energy Efficient                   | Energy efficient equipment  |                  |                    |           |  |
| Sustainable Programs               | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Local Sourcing                     | Local sourcing of products  |                  |                    |           |  |
| Local Sourcing                     | Local sourcing of products  |                  |                    |           |  |
| Local Sourcing                     | Local sourcing of products  |                  |                    |           |  |
| Local Sourcing                     | Local sourcing of products  |                  |                    |           |  |
| Sustainability Partnerships        | Description   | Currently in Use | Barriers/Conflicts | Solutions |  |
| Partnerships                       | Partnerships with local organizations   |                  |                    |           |  |
| Partnerships                       | Partnerships with local organizations   |                  |                    |           |  |
| Partnerships                       | Partnerships with local organizations   |                  |                    |           |  |
| Partnerships                       | Partnerships with local organizations   |                  |                    |           |  |

## IDEAS FOR CONSIDERATION

Premier, with its California DNA, is sensitive to the ongoing water shortage in California. We present here some ideas that we will be implementing or considering for existing Premier clients. Concepts such as these may be of interest to the Greek Theatre.

### Water Conservation

At the Long Beach Convention Center, Premier is constructing a "Rain Catch-Barrel Basin." This system will tie into the Convention Center's storm drain line by core drilling through the wall and connecting to the same. Engineering and Building Staff will align and separate the piping into four 55-gallon drums, hence the name, Rain Catch.

### A Community Garden

A garden is a way to bring the freshest ingredients to the table. Pending space availability and approval by the Los Angeles Parks Department, we propose creating a garden and marketing our on-site farm-to-table commitment to customers. We would incorporate the crops into our food, and inform customers of our new program with appropriate supporting signage. When operating a garden it is important to involve the community. Garden and horticultural societies would be excellent organizations to involve. We would do this by offering tours with community groups, schools, and other community associations as well as support the local farmers market.

### H<sub>2</sub>O Water Bar (a Premier Earth Program)

The customer of today - and tomorrow - is more conscious than ever to ensure they are doing all they can to make a difference. Premier's H<sub>2</sub>O Water Bar is the economical solution for both the customer and facility for delivering the cleanest, freshest, most forward-thinking food and beverage destination in the industry. Here, guests may purchase an environmentally friendly hydrating bottle of water and know they are making a personal and environmental effect by lowering the effect plastic bottles have on our environment. Through new strategic relationships in filtration, design, and construction, Premier is able to deliver this one-of-a-kind customer solution in an economical format.

### Comprehensive Web Page

With the commitment to sustainability established, it's important to show details on the program. We look forward to including the food and beverage sustainability program within the Greek Theatre web site.

## ADDITIONAL SUSTAINABILITY OPTIONS

### DIVERSION RATE

Waste management is very important and must have a detailed recycle-reduce-reuse program with improvements planned. Premier has many properties with robust waste management programs to support an increased diversion rate.

- Recycle with Green Angels - The Green Angels is a post-consumer recycling program that sorts garbage into compost, recycling, and landfill in an effort to produce zero waste.

Reduce - Work with local vendors to reduce packaging when delivered. Almost everything is delivered in cardboard boxes, so a program can be developed to use plastic containers to hold products instead of boxes.

Reuse - incorporate more ways to reuse items such as milk crates, bread racks, and custom containers. Electric Activated Chemical Technology

### ELECTRICAL CHEMICAL ACTIVATION TECHNOLOGY

ECA technology a process by which salt, water, and electricity are used to make chemicals on-site. This process produces a detergent and sanitizer that is 99.8% water and Green Seal certified, which means a safer use for employees and guests.





## MARKETING THE GREEK THEATRE

As we look to showcase the food and beverage operations at our facilities, we first listen to those we work with and respond to their feedback. Approaching each of our relationships as true partnerships allows us to develop a marketing plan each year with their interests in mind, as we highlight the many programs, processes, and systems which define our market advantage. With the same energy and high expectations that we bring to our operations, we carry out our marketing plan with a focus on retaining and elevating existing business, while also attracting new business.

## CONTENTS

- > Introduction
- > Goals and Tactics
- > Creative Concepts
- > Marketing, Advertising, and Promotions

## INTRODUCTION

The Greek Theatre has made a great impact on the Los Angeles community, fulfilling founder Griffith J. Griffith's dream of offering Los Angeles the best entertainment in the world.

Though many are excited to experience this historic icon firsthand, the goal of getting them to come back for more will require a level of service, products, and amenities that are equally impressive. As your food and beverage provider, Premier Food Services is prepared to deliver that exceptional level of service and products your customers deserve.

Providing food service based on the same principles and philosophy that has made the Greek Theatre the icon it is today - "providing something for everyone" - we feel that there are

more opportunities through food and beverage to expand upon what is currently being offered.

A robust marketing plan is required to support those efforts, engaging new and existing customers while regularly reminding them of their unforgettable experiences at the iconic Greek Theatre. Premier's creative plan involves both traditional and non-traditional approaches, but centers on the fresh, upscale ambiance that guests enjoy throughout the facility. We respond to the desire for more fresh, locally and sustainably sourced items, with diverse offerings that appeal to a variety of audiences. Premier has developed a marketing plan that drives new revenues and enhances the customer experience.

## PREMIER FOOD SERVICES MARKETING OBJECTIVES

1. We will use our local event planning resources to coordinate community events, providing new and exciting food festivals on dark days/times.
2. We will create inviting environmental spaces and food market areas on the Plaza to enhance the customer experience.
3. Our culinary and catering teams will present a variety of mouth-watering, California-inspired menus, attracting crowds for pre-performance, post-performance, and special events.

## EVENTS

We understand the need to elevate the current food and beverage experience and provide ideas for the plaza, stage, and decks that will increase revenue. Premier is in the unique position to draw upon our existing strong relationships in Southern California to help identify events that will engage the community and position the iconic Greek Theatre as a local destination on nonevent days.

## MENUS

The changes we are proposing at the Greek Theatre start with a new approach to menus. Our concepts for the facility are focused on providing sustainable, local food items that are contemporary and reasonably priced for the Greek Theatre attendees. We also want visitors to experience the diversity that is California and the many cultural influences on our food - knowing this unique focus will help further our efforts to make the user experience unique to Los Angeles.

Premier is committed to utilizing local farmers and vendors for our food, ensuring our beef is grass-fed and hormone free; that all chicken is free range, antibiotic and hormone-free; that our pork is antibiotic and hormone-free and only sustainable fish are utilized. The use of antibiotic-free meats and poultry is particularly important.

On the Plaza and on Stage, we propose crafting a program to expand the revenue, and also developing greater involvement and support of the local community. To ensure we take full advantage of this space, our team will be tasked with selling the space for events that are open to, and involve, the local community. A Springtime Lunar New Year party, Summer Beer Garden, Fall Harvest Festival, and shows focused on promoting locally grown and produced foods are some examples of the type of community-focused events we envision in this space.





## MARKETING, ADVERTISING, AND PROMOTIONS

At Premier, we strive for the “Wow” factor - having patrons exclaim that the food was better than they ever expected. To earn this reputation for our facility, we focus on presentation; exceptional quality; fresh, authentic flavors; flexibility; and creative concepts. We treat each facility individually and carefully consider demographics, trends, pricing, integrity, food safety, ethnic and regional choices, marketability, and client service. With that in mind, we develop marketing and advertising strategies aimed at growing the business while ensuring that food and beverage is an integral part of the overall experience.

### OUR STRATEGIES AND PLANS INCLUDE:

- Seamlessly partnering with the operating company to expand target markets and utilize shared marketing efforts to showcase the facility, as well as food and beverage services
- Implementing promotions, menu development, market analysis/tracking, branding, sales collateral, surveys and involvement in industry-appropriate organizations
- Creating marketing sponsorship packages
- Expanding Food and Beverage local partnerships with the facility

## MEDIA

Earned media - with attention driven by news articles - and paid media - with attention driven by advertising - are essential elements to a broader marketing and communications strategy.

We also work with local television stations to secure spots on newscasts profiling our staff and capabilities through cooking demonstrations.

In addition, Premier believes in the power of advertising and targets those efforts to both national trade publications and local media.

- Ads in *C Magazine*, *Los Angeles Magazine*, *Los Angeles Wave*, *Time Out Los Angeles*
- *BizBash*
- Local chamber/bureau directory
- Local business journal
- *The Knot*
- WeddingWire
- Direct mail postcards to local businesses
- Online ads through social media pages
- Website with direct link to Premier menu, pricing, and packaging

Los Angeles  
MAGAZINE

BIZBASH

Los Angeles  
WAVE  
Publications Group

the knot

WEDDINGWIRE

## PROMOTIONAL ACTIVITIES

Premier supports our on-site team as they attend city events, mixers, and networking meetings, as well as industry-related programs. Working in conjunction with the operating company we propose to host open houses and conduct promotional events for specific target audiences. We have found that site visits by prospective customers - whether it is a dinner for local meeting planners or a national promoter, or inviting planning committees for social groups utilizing our space - allows them to experience our capabilities first-hand and often leads to new business.

Other promotional events include:

- Showcasing the products and services of our local vendor partners
- Providing gift bags consisting of Greek Theatre-themed gifts and goodies to event producers, meeting planners, or tour groups
- Promoting all-inclusive food and beverage packages
- Promote private events during concerts/entertainment events
- Promote as private space when available
  - Reception packages for the private event spaces at Greek Theatre exclusive to concert or performance attendees to have functions prior to or after events
  - Corporate outings or functions during dark days with general session in theater space and plaza and deck spaces for receptions and minor exhibit spaces
  - Community events, social market, weddings, and fund-raisers
- Create and promote special events
  - Springtime Lunar New Year party, Summer Beer Garden, Fall Harvest Festival
  - Fantasy Star Dinner Program - establishing an enthusiast fantasy tour and education coupled with a custom-crafted menu featuring what the stars would have dine on during their iconic visit
  - Greek Theatre Yoga and Healthy Cooking Retreat - partnering with a local Yoga association we would combine the spiritual being of Griffith State Park with meditation and healthy cooking to market a retreat
- Promote inclusive package pricing and/or special promotions in conjunction with public events to recreational users of the Griffith Park

## CREATING VALUE-ADDED SERVICES

- Introduce innovative premium services such as Advance Ordering Services to enhance the guest experience and capture more revenue
- Advertise and sell VIP Intermission Lounges - use a private or semi-private area which patrons can purchase admission at the time of ticket purchase. Admission to these VIP Lounges would allow patrons to 'skip the lines' of concessions and enter a special room with light appetizers, complementary wine and comfortable seating at intermission, space permitting.
- Our Executive Chef is encouraged to support active sales trips for industry events and other opportunities to promote the facility and food and beverage program.
- We often engage our social media team with chef demonstrations and recipes for others to share.
- Our newsletter targets our customer market with chef recipes.

## CULINARY MARKETING PROGRAM

Our local culinary leadership group provides a unique resource for the on-site experts and Premier leadership. Tasked with providing insights on local, regional, national, and international trends, this group can help to ensure the Greek Theatre continually delivers elevated experiences for customers by introducing new perspectives and exceptional quality levels of food and service. We also empower and promote our chefs in the following ways, which supports the promotion of our food and beverage program and the facility:

McCaw Hall has raised the bar for theatre dining and concessions. Pre-Orders are available for your convenience from Prelude and at all concession stands and bars throughout the lobbies. Now you can enjoy your beverage, snack, dessert, or even entrée service during intermission without having to wait in lines wasting precious intermission minutes. Prior to curtain, visit the service location most convenient to your seats and place your order for intermission. At the start of intermission you will find your order placed in the designated area with a card with your name, placed in alphabetical order for ease of locating your order. Through innovative, premium services, McCaw Hall provides world-class theatre and dining for our patrons.

## BUSINESS DEVELOPMENT

- Client Meeting Schedule - develop a client meeting schedule of existing and potential customers to introduce the new food service and operations teams.
- Market other services to existing clients/ attendees for future business.
- Host events with existing clients and future clients, such as an "Open House" or "Chef's Table," featuring new menu items to promote new food service initiatives.

## SOCIAL MARKET DEVELOPMENT

Premier would develop a targeted marketing plan in collaboration with the operating company specific to the social market, looking to utilize the existing outdoor and underutilized spaces for outdoor festivals, private events, and outdoor receptions. We would develop an aggressive sales and marketing plan for these new markets and potential new businesses, including:

- Local charity or non-profit fundraising events
- Corporate social functions
- Associations and trade organizations
- Community programs
- Holiday parties
- Unique events, including themed dinners
- Local private events, including weddings
- Host events with existing clients, season ticket holders, and future clients to promote new food service initiatives.

*Example: Host an event on Stage for the select season ticket holders, VIP Box Suite holders, or Greek PASS ticket holders to preview new food service concepts including menu tasting.*

Create a destination by elevating and enhancing the culinary experience by expanding the culinary production capability to provide expanded offerings to patrons

- Internal Table Top Marketing in the VIP areas from our evaluations, current provider does not promote future business through a quality, well-placed rotational marketing.
- Interactive Marketing Kiosks at other Griffith Park locations a high percentage of guests come to Griffith Park Observatory to view the scenic beauty and other attractions of the location. Premier recommends placing an interactive marketing calendar of events so guests may explore learning about future events. Each kiosk would also have the ability to send an electronic post card with date of the future event. Again, Premier expanding the experience and booking additional revenues.
- Destination Weddings - Premier operates many world-class destination wedding locations and markets these locations in major markets with exclusive clientele. With the addition of The Greek Theatre in our portfolio we would expand our marketing to include The Greek Theatre.

## SOCIAL MEDIA

Social media is the most cost-effective source of driving brand awareness. It has the capability of reaching exponential networks of customers, with minimal staff required to participate in the electronic conversation. Among the ways Premier leverages these advantages are:

- Create promotions that allow you to build your customer data base for future promotions, brand awareness, advertising, and updates.
- Develop the social media presence to be able to reach a large audience and establish the "personality" of the facility.

## FACEBOOK

Create a fan base, run promotions and contests.

- Create Facebook ads for upcoming events to help increase attendance or sell tickets.

- Add our Facebook profile to business cards, e-mail signatures, napkins, cups, etc. to help drive the fan base.

Create e-mail marketing campaigns focused on Facebook to top-tier customers who use the facilities, giving them a preferred service if they "like" Premier at the Greek.

Post status updates to include posting of photos and videos of events keeping people interested, while also establishing the brand.

- Create e-mail marketing campaigns focused on Facebook to top-tier customers who use the facilities, giving them a preferred service if they "like" Premier at the Greek

## TWITTER

- Allow customers to engage in more of a conversation online instead of a monologue.
- Cross promote Facebook through Twitter.
- Monitor event feeds, allowing for interaction with customers and a chance to respond as well as to build awareness and interaction.

## LINKEDIN

Create a LinkedIn network for direct sales contacts and prospecting efforts.

Encourage sales staff to connect, and interested customers as well.

Pages can be used for newsworthy promotions; topics can be announced; and sales staff can prospect from multiple contacts.



## PINTEREST

Create followers and follow others, including vendors, drawing people to the facility page.

- Pin images promoting events at the facility, showcasing the capabilities of locations for various types of events.

Target the wedding and social market, given the popularity of this site with brides and event planner.

Has the ability to reach an infinite audience as images can be re-pinned on others pages.



## YOUTUBE AND FLICKR

Create YouTube and Flickr accounts to house videos and pictures of events, customers, and information.

Post regular cooking demonstrations with the Executive Chef.



## COMMUNITY PARTICIPATION AND DEVELOPMENT

For each of the communities we serve, we become a part of that community. We encourage our employees to do the same by participating in community programs and activities both for personal development, as well as the development of the community where they live and work.

We support the ProStart program in many of our locations. ProStart is a career-building program from the National Restaurant Association Educational Foundation (NRAEF). It gives high school students a taste for success in the restaurant and foodservice industry by blending both classroom learning and work experience to produce the culinary and management leaders of tomorrow. The program involves more than 54,000 students in more than 1,400 schools across the country. Successful completion of the NRAEF's ProStart program earns students a certificate that puts them on the road to management in one of America's largest industries - Hospitality. Many university restaurant/foodservice programs accept ProStart courses for college credit, they know that ProStart graduates have completed an approved curriculum and met high standards of excellence. Scholarships are also available - each year approximately \$1.4M in scholarships and financial aid are awarded by the NRAEF. We can utilize our existing experience and connection to participate in similar programs with the ProStart program in California with the California Restaurant Association.



## VEHICLES FOR FEEDBACK

One of Premier's core tag lines is, "Let's talk about hospitality". Customer feedback is a core value for Premier. Premier provides various survey vehicles to ensure that we are receiving our customer's perspective and responding to it. These survey vehicles also allow us to measure how we are doing.

In addition to the culture and standards Premier sets, and the training and leadership Premier provides, we will measure our results to absolutely ensure that we are delivering the quality of product and level of service which the Greek Theatre desires and deserves.

### SATISFACTION SURVEYS

What comes with Premier leadership is the critical understanding that success is measured in the eyes of our customers and clients. Their input is valuable information in helping us measure the success of our internal goals. Keeping our customers' needs in focus is, quite simply, in every

decision we make. Below are programs we are using to harness feedback so we can continue to find ways to exceed expectations or, on rare occasions, turn a concern into an immediate positive experience.

### OUR CLIENT SURVEYS

At Premier, we have instituted our Post-Event Evaluation Program. Within 24 hours of the end of any event, the General Manager sends a Thank You card to the client, accompanied by a post-event evaluation card. The post event evaluation card asks the client to rate Premier operations on performance levels in all areas. Easy-to-answer questions from planning to final execution of the event are included. The questions are based on a rating system so we can view individual responses and spool up the data to get event performance averages. We also encourage guests to complete the open comments section where they can explain their specific experiences. The cards are then returned in a self-addressed, pre-stamped envelope to our on-site General Manager.





## THANK YOU CARD



*Thank you for allowing us to be a part of your event. Your input is the most valuable resource in our constant efforts to provide superior service to our guests.*

### GENERAL IMPRESSIONS

|   |     |    |
|---|-----|----|
| Did our staff make you feel welcome upon arrival? | Yes | No |
| Was your service prompt and efficient?            | Yes | No |
| Was our staff knowledgeable?                      | Yes | No |
| Was our staff friendly?                           | Yes | No |

### YOUR EXPERIENCE

|  | Excellent | Good  | Fair  | Poor  |
|--|-----------|-------|-------|-------|
| Responsiveness of staff in helping you plan your event | _____     | _____ | _____ | _____ |
| Staff follow through on event arrangements             | _____     | _____ | _____ | _____ |
| Menu quality, selection and value for price paid       | _____     | _____ | _____ | _____ |
| On Site Response Time                                  | _____     | _____ | _____ | _____ |
| Cleanliness  | _____     | _____ | _____ | _____ |
| Quality of food  | _____     | _____ | _____ | _____ |
| Overall Experience                                     | _____     | _____ | _____ | _____ |
| Quality/Appearance of Service Staff                    | _____     | _____ | _____ | _____ |

### TELL US MORE

May we use you as a reference?      YES      NO

COMPANY NAME \_\_\_\_\_

YOUR NAME \_\_\_\_\_

TITLE \_\_\_\_\_ PHONE \_\_\_\_\_

TYPE OF EVENT \_\_\_\_\_

ATTENDANCE \_\_\_\_\_ EVENT DATE(S) \_\_\_\_\_

## POST-EVENT EVALUATION CARD

## PREMIER'S ELECTRONIC SURVEY SYSTEM

Through our electronic customer feedback program, our operations are able to intimately understand customer desires and needs by allowing us to capture valuable real-time data which is used to enhance the customer experience, loyalty, and retention. Utilizing leading-edge technology to collect and analyze responses from multiple consumer feedback streams such as the Premier feedback website, our centralized 1-800 call center, mobile devices, and directly from our retail service outlets, we are able to convert information into action. The analytics behind the data collection turn this information into concise, valuable trends that both prioritize the data and offer areas of improvement. It will even measure corrective implementations to see if the changes are making a positive impact.

Our customer feedback program is managed and implemented by our talented Premier customer relation experts. These managers are responsible for assisting with the design and implementation of the overall program for each respective participating Premier facility. Such a tailor-made program with access to far-reaching qualitative and quantitative industry data allows for creation and testing of targeted surveys that appropriately address essential audiences for particular venues.

The reporting of the data is comprehensive yet easy to understand and usable. Information can be drilled all the way down to hearing a specific recorded message from a surveyed customer, and as high as an enterprise-level summary view with benchmarks comparisons. Information has historical trending to show if improvement is made and continues to offer up "Areas to Work On." Scoring is measured on a core set of Premier established criteria so that measurement over time is consistent. Best of all, this information is made available instantly, so changes based on customer information can be made immediately.

By delivering targeted, *real-time information* to a dedicated management team, corrective action is immediate. The reporting tier allows creation of consolidated reports that are immediately available for venue management's review. This creates an improved scope for catching emerging trends, fleeting fads, and ideas with lower success rates, while also allowing for improved accountability within each respective unit, as unit managers have the ability to review what is happening in real time.

Help us to enhance our most essential ingredient:  
**YOUR EXPERIENCE**



TELL US EVERYTHING ABOUT YOUR DINING EXPERIENCE, THEN BE ELIGIBLE FOR A WEEKLY DRAWING.

Please take a moment to complete our survey by calling 1-858-621-5151 or you can visit us at [www.premier-foodservices.com](http://www.premier-foodservices.com)



EXAMPLES OF FORMS FOR EVALUATING OUR SERVICES

Table with columns: #, Date of Visit, Time of Visit, Overall Sat, Taste, Service, Speed, Accuracy, Order Time, Repeat Order, Food Quality, Staff Clean, Dish Clean, and Comments. It contains five rows of data with handwritten entries and comments.

**Sample Report**

Report Title can be customized for your organization.

Focus on operational improvements...at the store level.

**“Lets unit-workers focus on what they do best with statistical data and without wading through piles of reports.”**

## A.1 ADDITIONAL SERVICES OR AMENITIES

Please refer to our Business Plan, Proposed Operational Plan for Front Plaza Area during the concert season and our Proposed Operational Plan for the Front Plaza Area during the non-concert season for enhanced services and programming including:

- Additional Points of Sale
- Restaurant Style menu and service
- New food and beverage portables
- Self-Serve Grab n Go
- Text ordering
- Marketing Plan
- Non-Concert season event development
- Local, sustainable, sheik So. Cal. food vibe



# A.2 FINANCIAL PLANNING AND PROJECTIONS

A copy of the submittal form below is also provided on CD-ROM, as required.

**RFP EXHIBIT F  
PROFORMA FINANCIAL STATEMENTS SUBMITTAL FORM  
OPERATION AND MAINTENANCE OF THE GREEK THEATRE FOOD AND BEVERAGE CONCESSION (CON-F15-002)**

Proposer: SMG d/b/a Premier Food Services

|   | Operating Proforma - By Contract Year |                     |                     |
|---|---------------------------------------|---------------------|---------------------|
|   | 1                                     | 2                   | 3                   |
| <b>Revenue:</b>                           |                                       |                     |                     |
| Food and Non-Alc Beverage Sales           | \$ 946,723                            | \$ 975,125          | \$ 1,004,378        |
| Alcoholic Beverage Sales                  | \$ 2,840,169                          | \$ 2,925,374        | \$ 3,013,135        |
| Other (Greek Theater Merchandise)         | \$ 45,443                             | \$ 46,806           | \$ 48,210           |
| <b>Total Revenue:</b>                     | <b>\$ 3,832,335</b>                   | <b>\$ 3,947,305</b> | <b>\$ 4,065,724</b> |
|   | 18.8%                                 | 18.8%               | 18.8%               |
| Cost of Goods                             | \$ 721,653                            | \$ 743,303          | \$ 765,602          |
| <b>Gross Margin</b>                       | <b>\$ 3,110,682</b>                   | <b>\$ 3,204,002</b> | <b>\$ 3,300,122</b> |
| <b>Gross Margin %</b>                     | <b>81.2%</b>                          | <b>81.2%</b>        | <b>81.2%</b>        |
| <b>Expenses:</b>                          |                                       |                     |                     |
| <b>Rent</b>                               |                                       |                     |                     |
| Related Equipment                         | \$ -                                  | \$ -                | \$ -                |
| Food and Non-Alc Beverage Sales           | \$ 1,414,102                          | \$ 1,665,225        | \$ 1,717,881        |
| Alcoholic Beverage Sales                  | \$ -                                  | \$ -                | \$ -                |
| Other (Greek Theater Merchandise)         | \$ 27,266                             | \$ 28,084           | \$ 28,926           |
| <b>Total Rent:</b>                        | <b>\$ 1,441,367</b>                   | <b>\$ 1,693,308</b> | <b>\$ 1,746,807</b> |
| <b>Payroll Costs</b>                      |                                       |                     |                     |
| Wages - F&B Wages Salary & Hourly         | \$ 726,626                            | \$ 803,754          | \$ 875,358          |
| Wages - Merchandise Hourly                | \$ 16,814                             | \$ 17,318           | \$ 17,838           |
| Payroll Taxes                             | \$ 90,828                             | \$ 100,469          | \$ 109,420          |
| Health Insurance & Benefits               | \$ 73,626                             | \$ 75,835           | \$ 78,110           |
| Workers' Compensation Insurance           | \$ 61,763                             | \$ 68,319           | \$ 74,405           |
| <b>Total Payroll Costs</b>                | <b>\$ 969,657</b>                     | <b>\$ 1,065,696</b> | <b>\$ 1,155,131</b> |
|   | 25.3%                                 | 27.0%               | 28.4%               |
| <b>Variable Costs</b>                     |                                       |                     |                     |
| Accounting                                | \$ 2,400                              | \$ 2,400            | \$ 2,400            |
| Advertising, Marketing & Promotion        | \$ 3,600                              | \$ 3,600            | \$ 3,600            |
| Dues & Subscriptions                      | \$ 6,816                              | \$ 7,021            | \$ 7,232            |
| Environmental Costs                       | \$ 1,200                              | \$ 1,200            | \$ 1,200            |
| Equipment Replacement - Small             | \$ 1,136                              | \$ 11,701           | \$ 12,053           |
| Equipment Replacement - Large             | \$ 1,515                              | \$ 1,560            | \$ 1,607            |
| Legal                                     | \$ 700                                | \$ 700              | \$ 700              |
| Office Expenses                           | \$ 7,000                              | \$ 7,000            | \$ 7,000            |
| Payroll Processing Fees                   | \$ 4,200                              | \$ 4,200            | \$ 4,200            |
| Professional Services                     | \$ 22,721                             | \$ 23,403           | \$ 24,105           |
| Repair & Maint. - FF&E                    | \$ 2,000                              | \$ 6,132            | \$ 6,255            |
| Repair & Maint. - Building                | \$ 1,250                              | \$ 1,250            | \$ 1,250            |
| Supplies                                  | \$ 45,443                             | \$ 46,806           | \$ 48,210           |
| Start up Expenses - Yr 1                  | \$ 100,000                            |                     |                     |
| Telephone                                 | \$ 3,300                              | \$ 3,300            | \$ 3,300            |
| Travel & Entertainment                    | \$ 9,500                              | \$ 2,500            | \$ 2,500            |
| Utilities                                 | \$ 3,480                              | \$ 3,480            | \$ 3,480            |
| General & Administrative                  | \$ 37,869                             | \$ 39,005           | \$ 40,175           |
| <b>Total Variable Expenses</b>            | <b>\$ 254,130</b>                     | <b>\$ 165,259</b>   | <b>\$ 169,266</b>   |
| Proposer: SMG d/b/a Premier Food Services | 6.6%                                  | 4.2%                | 4.2%                |
| <b>Fixed Costs</b>                        |                                       |                     |                     |
| Depreciation                              | \$ 120,000                            | \$ 120,000          | \$ 120,000          |
| Insurance & Liability                     | \$ 27,593                             | \$ 28,421           | \$ 29,273           |
| Service Contracts                         | \$ 13,413                             | \$ 13,816           | \$ 14,230           |
| Licenses                                  | \$ 6,500                              | \$ 6,500            | \$ 6,500            |
| Other                                     |                                       |                     |                     |
| <b>Total Fixed Expenses</b>               | <b>\$ 167,506</b>                     | <b>\$ 168,736</b>   | <b>\$ 170,003</b>   |
| <b>Total Operating Expenses:</b>          | <b>\$ 2,832,661</b>                   | <b>\$ 3,092,999</b> | <b>\$ 3,241,208</b> |
| <b>Profit Before Interest and Taxes</b>   | <b>\$ 278,021</b>                     | <b>\$ 111,004</b>   | <b>\$ 58,915</b>    |
| Debt Expense                              |                                       |                     |                     |
| Taxes (Occupancy Tax - F&B Share)         | \$ 2,093                              | \$ 2,465            | \$ 2,542            |
| Other                                     |                                       |                     |                     |
| <b>Net Profit:</b>                        | <b>\$ 275,928</b>                     | <b>\$ 108,539</b>   | <b>\$ 56,372</b>    |
| <b>Break Even Analysis</b>                | <b>\$ 275,928</b>                     | <b>\$ 384,467</b>   | <b>\$ 440,839</b>   |
|   | 7.2%                                  | 2.7%                | 1.4%                |

**RFP EXHIBIT F  
PROFORMA FINANCIAL STATEMENTS SUBMITTAL FORM  
OPERATION AND MAINTENANCE OF THE GREEK THEATRE FOOD AND BEVERAGE CONCESSION (CON-F15-002)**

Purposes: SMG d/b/a Premier Food Services

*Detail Assumptions used for developing proposed Revenues and Expenses*

| Revenue:                           | Detail Assumptions used for developing proposed Revenues and Expenses   |
|------------------------------------|---|
| Food and Non-Alc Beverage Sales    | Based on 75 shows, 2014 average attendance and a per cap increase of 3% over 2014 per caps  |
| Alcoholic Beverage Sales           | Based on 75 shows, 2014 average attendance and a per cap increase of 3% over 2014 per caps  |
| Other                              | Includes the new branch of Greek theatre merchandise sales only. Premier will comply and support the merchandise sales for both Greek theatre Merch and Artist Merch per RFP requirements               |
| Cost of Goods                      | Costed out our Food and Alcohol menus and weighed them according to category and menu mixes to obtain our "perfect" cost. Added 2% points to account for spoilage                                       |
| Expenses:                          |   |
| Rent                               |   |
| Related Equipment                  |   |
| Food and Alcoholic Beverage        | 42% for all Food AND Alcoholic Beverage up to \$3MM and 45% for sales beyond \$3MM. Commission Rate of \$200,000 shown noted in Year 1 Commission Schedule per RFP                                      |
| Other (Greek Theatre Merchandise)  | Greek Merchandise 60/40 split per RFP. This is the 60% going back to the City Recreation Dept.  |
| Payroll Costs                      |   |
| Wages                              | Includes our salaried and hourly costs. (6 managers at a cost of \$350K plus hourly at 446K). Hourly positions include Stand Supervisors, Stand Employees, Runners, Cash Room, Servers, & Culinary)     |
| Payroll Taxes                      | Hourly wages calculated by position on number of events X number of employees needed for that position X hours per event X wage rate for that year. 2016 Living Wages \$10.50 2017 \$12.00 2018 \$13.25 |
| Health Insurance & Benefits        | Per federal, state, local tax rates estimates   |
| Workers' Compensation Insurance    | Computed per our company wide benefit costs structure for full time employees   |
| Variable Costs                     | Computed per our company wide Workers Comp cost plan for all employees  |
| Accounting                         | Accounting related software costs   |
| Advertising, Marketing & Promotion | Marketing related, menu production and printing, general marketing efforts  |
| Dues & Subscriptions               | Catering system   |
| Environmental Costs                | Recycling / disposal efforts  |
| Equipment Replacement - Small      | Low in year 1 due to large F&B investment. Year 2 and 3 account for maintenance related equipment   |
| Equipment Replacement - Large      | Maximal due to year 1 \$500K investment   |
| Legal                              | General contingent for legal fees and tax professional requires   |
| Office Expenses                    | Administration office expenses, and cash room supplies  |
| Payroll Processing Fees            | ADP processing and paycheck stamping fees, and timeclock lease fees   |
| Professional Services              | Security costs, audit services  |
| Repair & Maint. - F&B              | Low in year 1 due to warranties on new equipment  |
| Repair & Maint. - Building         | Disposable, cleaning supplies, uniforms maintenance   |
| Supplies                           | All transaction costs incurred and expensed in Year 1 (ie. Liquor license attainment, relocation costs, travel and support costs, permits, fees)  |
| Start up Expenses - Yr 1           | Phone expenses incurred/allocation  |
| Telephone                          | Phone support for routine audits and operational checkups plus support for large premier events   |
| Travel & Entertainment             | Utilities expenses incurred/allocation  |
| Utilities                          | Credit card fees, bank fees, backcountry checks   |
| General & Administrative           |   |
| Fixed Costs                        |   |
| Depreciation                       | \$900,000 depreciated on 5 years (estimated average useful life of equipment) = \$120,000   |
| Insurance & Liability              | General Liability insurance calculated based on our national F&B rates  |
| Service Contracts                  | Past control scheduled cleanings on equipment   |
| Liquor                             | Liquor license renewal costs  |
| Other                              |   |
| Debt Expense                       | Proportionately cash/crystal transaction operation plus process to collect advance deposits on catering allow for no mutual bad debt expense contingent   |
| Taxes                              | Operating Tax assumptions   |
| Other                              |   |

**RFP EXHIBIT F  
PROFORMA FINANCIAL STATEMENTS SUBMITTAL FORM  
OPERATION AND MAINTENANCE OF THE GREEK THEATRE FOOD AND BEVERAGE CONCESSION  
(CON-F15-002)**

Proposer: SMG d/b/a Premier Food Services

|                                      | <i>Cash Flow - By Contract Year</i> |                   |                     |
|--------------------------------------|-------------------------------------|-------------------|---------------------|
|                                      | <i>1</i>                            | <i>2</i>          | <i>3</i>            |
| <b>Sources of Cash</b>               |                                     |                   |                     |
| Capital Loan                         |                                     |                   |                     |
| Private Funds                        | \$ 900,000                          |                   |                     |
| Operating Profits                    | \$ 275,928                          | \$ 108,539        | \$ 56,372           |
| Plus:                                |                                     |                   |                     |
| Depreciation                         | \$ 120,000                          | \$ 120,000        | \$ 120,000          |
| Change in Accounts Payable           |                                     |                   |                     |
| Change in Payroll Payable            |                                     |                   |                     |
| Return of City Deposit if Terminated |                                     |                   | \$ 300,000          |
| Other                                |                                     |                   |                     |
| <b>Total Sources Of Cash</b>         | <b>\$ 1,295,928</b>                 | <b>\$ 228,539</b> | <b>\$ 476,372</b>   |
| <b>Uses of Cash</b>                  |                                     |                   |                     |
| Capital Investment                   | \$ 600,000                          |                   |                     |
| Change in Accounts Receivables       |                                     |                   |                     |
| Change in Inventory                  |                                     |                   |                     |
| Repayment of Loan Principal          |                                     |                   |                     |
| Deposit to City                      | \$ 300,000                          |                   |                     |
| <b>Total Uses of Cash</b>            | <b>\$ 900,000</b>                   | <b>\$ -</b>       | <b>\$ -</b>         |
| <b>Net Change in Cash Flow</b>       | <b>\$ 395,928</b>                   | <b>\$ 228,539</b> | <b>\$ 476,372</b>   |
| <b>Break Even Cash Flow</b>          | <b>\$ 395,928</b>                   | <b>\$ 624,467</b> | <b>\$ 1,100,839</b> |



## INVESTMENT EQUIPMENT LIST

As requested in the RFP, the following summary of major equipment will support our proposed food and beverage concepts and menus.

We included the total value of \$600,000 that does not reflect the \$200,000 equipment credit. Therefore, Premier will invest \$400,000 at the Greek Theatre.

| GREEK THEATRE PROPOSED EQUIPMENT                              |                |
|---|----------------|
| DESCRIPTION   | CATEGORY TOTAL |
| SMALLWARES  | \$30,000.00    |
| <b>Production</b>   |                |
| Prep Tables   |                |
| Ref Freezers 2 door   |                |
| True T-19 Reach-In Refrigerators - One Door, 19 Cu. Ft.       |                |
| Gas Griddles - 3 Burners, 60,000 BTU, 36"W                    |                |
| Gas Charbroilers - Radiant 36"Wx25-3/4"Dx15-1/2"H 120,000 BTU |                |
| Commercial Gas Fryers - 40-45 lb. Oil Capacity                |                |
| Dual Stack Convection Ovens                                   |                |
| Dual Stack Steamers   |                |
| 6 Burner Range with Vulcan Oven                               |                |
| 3 Compartment Sinds   |                |
| Hand wash Sinks   |                |
| Warming Drawers   |                |
| Double Wall Warners   |                |
| French Fry Warmers  |                |
| 4 Door Refrigerated Chef Base                                 |                |
| Hot Dog Rollers   |                |
| Microwaves  |                |
| Hot Holding Boxes   |                |
| Ice Makers with Bins  |                |
| Air Screen Display  |                |
| Medium Duty Wire Shelving - 48"Wx24"D Shelf                   |                |
| Reach In Refrigerator - Four Half Doors, 46 Cu. Ft            |                |
| Ice Caddys 200 lb. Capacity                                   |                |
|   | \$325,000.00   |

|   |                     |
|---|---------------------|
| <b>Portables</b>  |                     |
| Portable Bars   |                     |
| Marche Grab n Go  |                     |
| Casio PCR-T5000 25 Cash Registers and Credit Card Machines                                    |                     |
| Merchandise Carts   |                     |
| Pizza   |                     |
|   | \$100,000.00        |
| <b>Catering</b>   |                     |
| Catering China, Glass, Silverware   | \$25,000.00         |
|   |                     |
| <b>Graphic Design</b>   |                     |
| Graphic Displays & Signage  | \$25,000.00         |
|   |                     |
| <b>Office and Warehouse</b>   |                     |
| OFFICE AND WAREHOUSE EQUIPMENT  | \$20,000.00         |
|   |                     |
|   |                     |
|   | \$525,000.00        |
| <b>Tax</b>  | \$35,000.00         |
| Installation  | \$15,000.00         |
| FREIGHT   | \$25,000.00         |
| <b>Total Investment of \$600,000. Allocation between categories subject to change. Total:</b> | <b>\$600,000.00</b> |

City of Los Angeles

ORIG.—City Attorney  
 DUP.—Safety Engineer  
 TRIP.—Department

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

DEPARTMENT REPORTING

**INSTRUCTIONS:** All accidents, illnesses or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I — PERSONAL DATA**

|   |                  |  |   |  |  |               |
|---|------------------|--|---|--|--|---------------|
| 1. NAME (OF PERSON INJURED) (Last) (First) (MI)                 |                  |  | 2a. HOME ADDRESS (Street) (City) (Zone)     |  |  | 3a. PHONE NO. |
|   |                  |  | 2b. BUSINESS ADDRESS (Street) (City) (Zone) |  |  | 3b. PHONE NO. |
| 4. SEX<br><input type="checkbox"/> M <input type="checkbox"/> F | 5. DATE OF BIRTH |  | 6. IF MINOR, NAME OF PARENT OR GUARDIAN     |  |  | 7. PHONE NO.  |

**PART II — ACCIDENT/INJURY**

|   |                         |  |  |   |  |  |  |
|---|-------------------------|--|--|---|--|--|--|
| 8. DATE   | 9. TIME<br>A.M.<br>P.M. |  | 10. LOCATION OF PUBLIC PROPERTY INVOLVED |   |  | 11. WAS FIRST AID GIVEN?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |  |
| 12. FIRST AID GIVEN BY (NAME)                                     |                         |  | (ADDRESS)                                |   |  | (PHONE NO.)  |  |
| 13. PHYSICIAN/HOSPITAL INJURED TAKEN TO                           |                         |  | (ADDRESS)                                |   |  | (PHONE NO.)  |  |
| 14. NATURE OF INJURIES (BE SPECIFIC)                              |                         |  |  |   |  |  |  |
| 15. DESCRIBE ACCIDENT (IN DETAIL)                                 |                         |  |  |   |  |  |  |
| 16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY |                         |  |  | 17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT? |  |  |  |

**PART III — WITNESSES**

| 18. NAME (Last) (First) (MI) | 19. ADDRESS (Street) (City) (Zone) | 20. PHONE NO. | CITY EMPLOYEE<br><input type="checkbox"/> YES <input type="checkbox"/> NO |
|------------------------------|------------------------------------|---------------|---|
| a.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| b.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| c.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| d.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |

**PART IV — STATEMENT OF INJURED PARTY OR WITNESS**

|     |
|-----|
| 21. |
|-----|

**PART V — EMPLOYEE FILING REPORT**

|                       |               |          |
|-----------------------|---------------|----------|
| 22. NAME AND POSITION | 23. SIGNATURE | 24. DATE |
|-----------------------|---------------|----------|

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Attn: Concessions Unit  
P.O. Box 86610  
Los Angeles, CA 90086**

**REMITTANCE ADVICE FORM  
GREEK THEATRE'S FOOD AND BEVERAGE CONCESSION  
SMG d.b.a. Premier Food Services Management Group, Inc.**

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

| CATEGORY                   | GROSS<br>SALES | SALES TAX | NET SALES | RENTAL<br>RATE | AMOUNT<br>DUE |
|----------------------------|----------------|-----------|-----------|----------------|---------------|
| FOOD:                      | _____          | _____     | _____     | _____          | \$ -          |
| NON-ALC BEVERAGES:         | _____          | _____     | _____     | _____          | \$ -          |
| ALCOHOLIC BEVERAGES:       | _____          | _____     | _____     | _____          | \$ -          |
| OTHER:                     | _____          | _____     | _____     | _____          | \$ -          |
| <b>SUB-TOTAL RENT DUE:</b> |                |           |           |                | <b>\$ -</b>   |

LATE RENT FEE: All payments are due by the 15th for the previous month. \$ -

OCCUPANCY TAX: Paid Quarterly (April / July / October / January) for preceeding three months at \$1.48 per \$1,000 or fraction thereof of rent paid) \$ -

LATE OCCUPANCY TAX FEE: Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months. \$ -

**SUB-TOTAL DUE:** **\$ -**

ADJUSTMENTS\*: Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ -

\*NOTE: All amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** **\$ -**

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

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

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

# SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

| 1. NAME OF FACILITY  |                                     |           |             |               | DATE OF OCCURRENCE                     |                                 | TIME:                            |       | A.M.                | P.M. |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|--|-------------------------------------|-----------|-------------|---------------|--|---------------------------------|----------------------------------|-------|---------------------|------|----------|-------------------------------------|-----------|------------|---------------|----------|--|--|----------------------------------|---------------------------------|----------------------------------|--|--|--|--|--|----------------------------|----------------------------|----------------------------|--|--|--|--|--|----------------------------|----------------------------|----------------------------|--|--|--|--|--|----------------------------|----------------------------|----------------------------|--|--|--|--|--|----------------------------|----------------------------|----------------------------|
| 2. SUBJECT OF REPORT   |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 3. EXACT LOCATION OF OCCURRENCE  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 5.   |                                     |           |             |               |  |                                 |                                  |       | ESTIMATE OF DAMAGES |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 6. LIST STOLEN ITEMS, IF ANY. (EXCEPT CASH)  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">QUANTITY</th> <th style="width:45%;">TYPE OF ITEM OR EQUIPMENT, DESCRIBE</th> <th style="width:10%;">DEPT. NO.</th> <th style="width:10%;">SERIAL NO.</th> <th style="width:15%;">APPROX. VALUE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>  |                                     |           |             |               |  |                                 |                                  |       |                     |      | QUANTITY | TYPE OF ITEM OR EQUIPMENT, DESCRIBE | DEPT. NO. | SERIAL NO. | APPROX. VALUE |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| QUANTITY   | TYPE OF ITEM OR EQUIPMENT, DESCRIBE | DEPT. NO. | SERIAL NO.  | APPROX. VALUE |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 7.   |                                     |           |             |               |  |                                 |                                  |       | TOTAL               |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 8. IF MONEY WAS TAKEN, INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF ACCOUNTANT AT 213 473-6981  |                                     |           |             |               |  |                                 |                                  |       | AMOUNT              |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| LOCATION   |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)   |                                     |           |             |               |  |                                 |                                  |       | TOTAL               |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 10. WHO DISCOVERED LOSS?   |                                     |           |             | TITLE         |  | DATE                            |                                  | TIME: |                     | A.M. | P.M.     |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| NAME   |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 11. HOW WAS ENTRANCE GAINED?   |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 12. WHO SECURED BLDG. PRIOR TO OCCURRENCE?   |                                     |           |             | TITLE         |  | DATE                            |                                  | TIME: |                     | A.M. | P.M.     |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| NAME   |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 13. WAS POLICE REPORT MADE?  |                                     |           |             | D.R. NUMBER   |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| YES <input type="checkbox"/> NO <input type="checkbox"/>   |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS?   |                                     |           |             |               |  | WORK ORDER NO.                  |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| YES <input type="checkbox"/> NO <input type="checkbox"/>   |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 15. PERSONS INVOLVED:  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">NAME</th> <th rowspan="2">ADDRESS</th> <th rowspan="2">AGE</th> <th rowspan="2">SEX</th> <th rowspan="2">PHONE NUMBER</th> <th colspan="3">INDICATE</th> </tr> <tr> <th>WITNESS <input type="checkbox"/></th> <th>VICTIM <input type="checkbox"/></th> <th>SUSPECT <input type="checkbox"/></th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/> W</td> <td><input type="checkbox"/> V</td> <td><input type="checkbox"/> S</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/> W</td> <td><input type="checkbox"/> V</td> <td><input type="checkbox"/> S</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/> W</td> <td><input type="checkbox"/> V</td> <td><input type="checkbox"/> S</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td><input type="checkbox"/> W</td> <td><input type="checkbox"/> V</td> <td><input type="checkbox"/> S</td> </tr> </tbody> </table> |                                     |           |             |               |  |                                 |                                  |       |                     |      | NAME     | ADDRESS                             | AGE       | SEX        | PHONE NUMBER  | INDICATE |  |  | WITNESS <input type="checkbox"/> | VICTIM <input type="checkbox"/> | SUSPECT <input type="checkbox"/> |  |  |  |  |  | <input type="checkbox"/> W | <input type="checkbox"/> V | <input type="checkbox"/> S |  |  |  |  |  | <input type="checkbox"/> W | <input type="checkbox"/> V | <input type="checkbox"/> S |  |  |  |  |  | <input type="checkbox"/> W | <input type="checkbox"/> V | <input type="checkbox"/> S |  |  |  |  |  | <input type="checkbox"/> W | <input type="checkbox"/> V | <input type="checkbox"/> S |
| NAME   | ADDRESS                             | AGE       | SEX         | PHONE NUMBER  | INDICATE                               |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               | WITNESS <input type="checkbox"/>       | VICTIM <input type="checkbox"/> | SUSPECT <input type="checkbox"/> |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               | <input type="checkbox"/> W             | <input type="checkbox"/> V      | <input type="checkbox"/> S       |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               | <input type="checkbox"/> W             | <input type="checkbox"/> V      | <input type="checkbox"/> S       |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               | <input type="checkbox"/> W             | <input type="checkbox"/> V      | <input type="checkbox"/> S       |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               | <input type="checkbox"/> W             | <input type="checkbox"/> V      | <input type="checkbox"/> S       |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 16. IF VEHICLE INVOLVED:   |                                     |           | LICENSE NO. |               | OWNERS NAME, ADDRESS AND INSURANCE CO. |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| YEAR MAKE  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 17. WHAT CORRECTIVE ACTIONS DO YOU RECOMMEND BE TAKEN TO AVOID FURTHER OCCURRENCES?  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
| 18. REPORT SUBMITTED BY:   |                                     |           |             | NAME          |  |                                 |                                  | TITLE |                     | DATE |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |
|  |                                     |           |             |               |  |                                 |                                  |       |                     |      |          |                                     |           |            |               |          |  |  |                                  |                                 |                                  |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |  |  |  |  |  |                            |                            |                            |

(IF MORE SPACE IS NEEDED, USE PAGE 2)

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 166 or 87 for these purposes.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.









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

|                      |                     |
|----------------------|---------------------|
| <b>Project Title</b> | <b>Contract No.</b> |
|----------------------|---------------------|

|                   |                |
|-------------------|----------------|
| <b>Consultant</b> | <b>Address</b> |
|-------------------|----------------|

|                       |                  |
|-----------------------|------------------|
| <b>Contact Person</b> | <b>Phone/Fax</b> |
|-----------------------|------------------|

|   |                            |   |
|---|----------------------------|---|
| <b>CONTRACT AMOUNT<br/>(INCLUDING AMENDMENTS)</b> | <b>THIS INVOICE AMOUNT</b> | <b>INVOICED TO DATE AMOUNT<br/>(INCLUDE THIS INVOICE)</b> |
|   |                            |   |

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**





# City of Los Angeles

Department of Recreation and Parks

## Request for Proposals

For the Operation and Maintenance of the

### **GREEK THEATRE FOOD AND BEVERAGE CONCESSION (CON-F15-002)**

At

2700 N. Vermont Drive, Griffith Park  
Los Angeles, CA 90027



|                                 |  |
|---------------------------------|--|
| <b>Release Date:</b>            | <b>June 29, 2015</b>                   |
| <b>Pre-Proposal Conference:</b> | <b>July 14, 2015 (see Exhibit B)</b>   |
| <b>Due Date:</b>                | <b>August 11, 2015 (see Exhibit B)</b> |

CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS  
350 S. Grand Ave., 47<sup>th</sup> Floor  
Los Angeles, CA 90071

Telephone: (213) 202-4303  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)  
<http://www.labavn.org/>  
Email: [agnes.ko@lacity.org](mailto:agnes.ko@lacity.org)

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**FOOD AND BEVERAGE CONCESSION**  
**REQUEST FOR PROPOSALS**

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**REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF GREEK THEATRE  
FOOD AND BEVERAGE CONCESSION  
REQUEST FOR PROPOSALS**

**I. INTRODUCTION**

The Department of Recreation and Parks (hereinafter “Department”) is pleased to offer an exciting opportunity for a well-qualified business entity to operate and maintain the Food and Beverage Concession at the Greek Theatre (hereinafter “Concession”).

The proposing individual or company shall demonstrate their experience by having successfully operated a qualifying venue or venues in the past year and has the proven ability to perform in a large concert venue business, clearly articulate achievable plans for innovative and profitable operation, and be able to document compliance with appropriate laws and regulations.

The selected proposer (hereinafter “Concessionaire”) shall demonstrate the ability to implement a concession program that will meet or exceed the objectives of the City of Los Angeles (hereinafter “City”), as well as incorporate creative ideas that are appropriate to maximize the Concession.

The Department’s goals are to (1) provide the public with the best and highest quality products and service from the Concession (2) ensure that the City receives adequate and appropriate revenue share from private businesses allowed to operate on park property and (3) protect City assets.

**II. OBJECTIVE OF THE REQUEST FOR PROPOSALS**

The objective of this Request for Proposals (hereinafter “RFP”) is to award a one (1) year Concession Agreement beginning 2016 (hereinafter “Agreement”), with two (2) one (1) year extension options exercisable at the sole discretion of the Department, along with approval of the Board of Recreation and Park Commissioners, to an operator who will accomplish the following:

- Provide Food and Beverage service for approximately fifty (50) to seventy (70) show events at the Greek Theatre between April and October.
- Provide food and beverage service on the front plaza area on a year round basis to serve the public visiting Griffith Park/Shuttle Service, while being sensitive to the surrounding community, (the concept of a year round Coffee/Grab & Go is in an early stage to accommodate shuttle service, centered at the Greek Theatre parking lot).
- Provide service to meet the needs and expectations of the City, concert attendees, park patrons and the neighboring community with a possible courtyard seating area.
- Minimize wait times for both food and beverage.
- Maximize patron experience through high-quality and uniquely featured menu items, quality of service, and an attractive ambiance.
- Provide professional service at reasonable, market prices.
- Assess, install and provide on-going maintenance and equipment, such as all necessary furnishings and equipment, to create an attractive and inviting Concession.

- Provide food and beverage which incorporates the demographics and needs of the community and patrons this Concession serves.
- Establish and increase a strong customer base at the Concession through the use of marketing and advertising tools and outreach to the community.
- Coordinate with the Department to develop menu items/concessions for the Greek Theatre show season as well as non-concert events i.e., corporate events, community, and special events.
- Implement, maintain and enforce all safety rules and regulations related to this Concession.
- Coordinate with the Department's web-site vendor on all content keeping up to date menus and promotional Food and Beverage packages.

### **III. DESCRIPTION OF THE GREEK THEATRE AND THE CONCESSION**

The Greek Theatre, located at 2700 N. Vermont Avenue in Griffith Park, is nestled in the picturesque tree-enclosed setting of Griffith Park. This award-winning theatre was built in 1929 and is one of Los Angeles' most historic entertainment venues; it has played host to some of the biggest names in entertainment, from pop to classical and reggae to rock.

The Greek Theatre is part of Griffith Park, which is designated as Historic-Cultural Monument (HCM) No. LA-942 in accordance with Chapter 9, Article 1 of the Los Angeles Administrative Code. HCM LA-942 includes the Greek Theatre as a historically significant contributing element. HCM LA-942 is also listed in the California Register of Historic Resources as eligible for the National Register of Historic Places. Therefore, the Greek Theatre is considered historically significant for California Environmental Quality Act (CEQA) purposes.

This 5,801-seat venue offers an intimate concert setting, with state-of-the-art acoustics combined with excellent sight lines. The Greek Theatre offers top quality entertainment under the stars in the heart of Los Angeles. The Greek Theatre consists of a theatre building and the surrounding hillside: The main theatre structure (all areas, structures and concession facilities in the North Wing, South Wing, North Concourse, South Concourse and Front Concourse; seating areas; light booth; immediate exterior walls; fencing and public access areas fronting North Vermont Avenue, the Box Office structure, and the public restrooms), the VIP Parking Lot, and parking in the adjacent valley west of the theatre.

The Greek Theatre is an important community asset for the citizens of Los Angeles. It has hosted community events such as Bach, Rock and Shakespeare, which is performed annually by John Marshall High School, as well as other music outreach programs. The Greek Theatre has also hosted private, corporate and social events and is a unique venue for hosting a wide variety of private events.



The Greek Theatre is owned by the City of Los Angeles, Department of Recreation and Parks. It has become a world-renowned, award-winning Amphitheatre hosting thousands of events since opening in 1931, making it one of the cultural icons of the City. The Greek Theatre has been named North America's Best Small Outdoor Venue multiple times, and has been ranked in the top twenty-five (25) amphitheaters in the country consistently over the last ten (10) years, from a ticket sales stand point, according to Pollstar magazine, the industry's leading trade publication.

**Please review Exhibit K for an overview of data related to the Greek Theatre.**

The Concession premises are located within the Greek Theatre venue. The Concessionaire will have rights to use the following areas (described herein in Exhibit "A"):

- North and South Concession Stands
- Front Plaza Area
- Upper and Lower Zeus Bars

Office and storage spaces will be provided in the basement of the Greek Theatre.

During concerts and other licensed events, the Hospitality Room and the adjacent Redwood Decks may be excluded from the food and beverage concession. Events held in the Hospitality Room and the Redwood Deck may be used by the show promoter who may bring in their own caterer. All non-concert events will use the Food and Beverage Concessionaire except for hospitality, Redwood Deck, and backstage.

Promoters will be responsible for backstage catering for the artists' entourage and crew. Unless contracted by the show promoter, the backstage catering dining and kitchen areas are excluded from this food and beverage concession.

The Department shall retain all rights to sponsorships, including non-alcoholic pouring rights, at the Greek Theatre. The successful concessionaire shall collaborate with the Department to secure and receive financial benefits from sponsorship opportunities throughout the venue.

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

In the written proposal, proposers should include explicit, detailed responses to each of the Proposal Items. If selected as the winning proposal, the proposer must be willing and able to commit to the Proposal Items and all provisions contained in the Sample Concession Agreement. The contents of a proposer's response will be deemed as a binding commitment and may be included as an attachment to the Agreement.

Proposers must respond to each of the following items in their written proposal. Each response in the proposal must be numbered to correspond with each of the numbered items herein. Ensure to include a response to all items listed in Section II, Objectives of the Request for Proposals.

## **Proposal Items**

- A. Business Plan
- B. Proposed Operational Plan for Front Plaza Area
- C. Proposed Revenue-Sharing Payment

**NOTE: ONLY ONE PLAN FOR EACH PROPOSAL ITEM WILL BE ACCEPTED. MULTIPLE PROPOSAL OPTIONS WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP.**

### **A. Business Plan- Refer to II. Objective of the Request for Proposals**

The selected proposer shall manage the Greek Theatre Food and Beverage Concession and work in conjunction with the contracted oversight management team to deliver high quality food and beverage offerings to concert attendees and park patrons. The proposed Business Plan must address the objectives stated in Section II, Objectives of the Request for Proposals. During the concert season, this Concession will be open a minimum of one and a half (1.5 hours) before the concert and close no later than thirty (30) minutes after the concert. Provide description of key personnel, their experience including licenses and certifications who will be assigned to perform work on site under the Agreement, there must be a minimum of one dedicated person to manage all concert and non-concert events at the Greek Theatre. Note: The On-Site Manager must have a minimum of ten (10) years' experience in food and beverage management. The Food and Beverage management staff will occupy office space on site at the Greek Theatre.

Proposals must include quality food and beverage items, with proposed pricing, including but not limited to, high quality "grab and go" local cuisine, craft beers, wine and non-alcoholic beverages that reflect the cultural diversity of the events and that are designed to comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines, Exhibit J. Décor concepts and illustrations for the North and South Concession stands and the temporary/mobile food and beverage areas around the theater must enhance the venue's ambience and create an attractive environment for concert attendees and park patrons and the décor concepts and illustrations for the various areas should be included in the proposal response.

Proposers must provide all concession related equipment, including but not limited to kitchen equipment, mobile food and beverage carts, point of sale systems, credit/debit card machines, and must maintain all equipment in good working condition throughout the term of the Agreement. A list of the major equipment must be included in the proposal response.

All permits and licenses for operating the concession, including but not limited to Health Permits and Alcoholic Beverage Control License, must be maintained throughout the term of the Agreement. The Alcoholic Beverage Control License must be transferrable at fair market value, if applicable.

Proposers must sell artists' merchandise to patrons as part of this Concession. This service does not have any point value and will not be evaluated in the overall scoring. Proposer must state its willingness to provide this service. Proposer expense to provide this service on behalf of the artists

may not exceed twenty percent (20%) of the receipts, inclusive of any applicable taxes and fees. Artists retain a minimum of eighty percent (80%) of the receipts.

### **A.1 Additional Services and/or Amenities**

Proposers are encouraged to consider and propose additional food and beverage business activities and/or amenities (including additional points of sales) at the Concession facility, provided they are appropriate for the Concession, compatible with other Department activities, and approved by the Department. For example, catering during non-concert season, proposer will have first right of refusal or buy out.

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

Proposers are to complete and submit a Pro Forma Financial Statement Submittal Form (Submittal Form). A copy of the blank Submittal Form is provided as a reference in Exhibit F. The Submittal Form is a spreadsheet is available online by visiting the web page at the following link: <http://www.laparks.org/proposal.htm>. Click on the link to the “Greek Theatre Food and Beverage Concession”; look for the Submittal Form link. Proposers should open and check the file, and report any problems immediately to the Department contact listed on the cover of this RFP.

To complete the Submittal Form, follow the instruction on the first tab of the spreadsheet. Proposers must submit with their proposal both a hardcopy and one (1) new CD-R of the completed Submittal Form.

The Pro Forma Financial Statement submittal form covers anticipated operations over a maximum of a three (3) year term of the Agreement. Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal.

The submittal form requires the proposer to enter the following information:

- **Pro Forma Profit and Loss:** Projections for a maximum of a three (3) 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 will be able to enter any additional information pertinent to your financial planning.
- **Break-Even Analysis:** The proposer’s return on investment is reflected here. Proposers should provide narrative explanations of their projected financial planning, indicating any assumptions made in financial planning; for example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels; anticipated revenue and/or attendance increases; and if so, by how much. Indicate any research you have undertaken to support your assumptions.

## **B. Proposed Operational Plan for Front Plaza Area**

### **B.1 Operational Plan for Front Plaza Area during the Concert Season**

A plan dictating layout of temporary and or mobile food and beverage areas in and around the front entry plaza with descriptions of quality food and beverage items including but not limited to high quality “grab and go” local cuisine, craft beers, wine and non-alcoholic beverages during the concert season between April and October.

Proposer will provide Greek Theatre merchandise for sale and Department shall retain full ownership of the Greek Theatre logo and design. Net sales of all Greek Theatre merchandise will be sixty percent (60%) to Department and forty percent (40%) to proposer.

### **B.2 Operational Plan for Front Plaza Area during the Non-Concert Season**

The plan should also include non-concert operation of a year round food and beverage operation in the front plaza area only. During the non-concert season, the front plaza will be open for park patrons. If the food and beverage offerings are different during the non-concert period, include the proposed menu items, along with proposed pricing.

Proposer will provide Greek Theatre merchandise for sale and Department shall retain full ownership of the Greek Theatre logo and design. Net sales of all Greek Theatre merchandise will be sixty percent (60%) to Department and forty percent (40%) to proposer.

## **C. Proposed Revenue-Sharing Payment**

A revenue-sharing fee is paid monthly by the Concessionaire to the Department, to be proposed as follows:

**NOTE: ONLY ONE REVENUE-SHARING PAYMENT PROPOSAL PER SUBMITTAL. MULTIPLE REVENUE-SHARING PAYMENT PROPOSALS WILL BE CAUSE TO FIND THE SUBMITTED PROPOSAL NON-RESPONSIVE TO THE RFP.**

Revenue-Sharing Terms: The Minimum Acceptable percentage for this RFP is forty percent (40%) of gross receipts for all food and beverage sold annually. The annual minimum revenue-sharing payment for this Concession per calendar year will be determined by the percentage of gross receipts or One Million Three Hundred Thousand Dollars (\$1,300,000), whichever is greater. If the annual minimum revenue-sharing payment is not met by December 31<sup>st</sup> of each calendar year, the difference between the actual revenue-sharing payment received by the Department and the annual minimum revenue-sharing payment will be due to the Department by January 15<sup>th</sup> for the preceding year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof. Refer to the Sample Concession Agreement (Exhibit E).

- C.1** \_\_\_\_ Revenue-sharing payment must be stated as a Percentage of Gross Receipts. Refer to Exhibit E, Section 6.C, for the definition of Gross Receipts.
- C.2** \_\_\_\_ Revenue-sharing terms must also be indicated in the Pro Forma Financial Statement submittal form.
- C.3** \_\_\_\_ Proposer must provide justification, based on their financial projections, planning, and relevant market research, that the proposed revenue-sharing payment is competitive as well as sustainable and realistic.

## **V. EVALUATION AND AWARD**

### **A. Evaluation Process and Criteria**

The Department reserves the right to request additional information to clarify a submitted proposal. The evaluation of proposals will consist of two levels. **Each proposer must pass Level I in order to advance to Level II.**

#### **Tentative Interview Dates:**

Interviews of the proposers by the evaluation panel will be scheduled at a later date for the purpose of clarifying matters in the proposals or responding to questions by the evaluation panel.

**Level I – Compliance with RFP Submission Requirements:** (Exhibits B, C, D, H and I)  
The Department will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with proposal requirements and mandatory document submissions.

- Cover Letter. Refer to Exhibit B.
- Proposal Deposit (\$20,000.00)
- Compliance Documents. Refer to Exhibits D, H and I.
- Background and Experience. Refer to Exhibit C.
- Financial Capacity. Refer to Exhibit C.

Provide a current list of Food and Beverage Venue operations contracts with contact names and references for each venue under your managerial control.

#### **Level II – Evaluation and Scoring Criteria of Proposal Items:**

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

- Business Plan (40 points possible)
- Front Plaza Operational Plan During the Concert Season (10 points possible)
- Front Plaza Operational Plan During the Non-Concert Season (5 points possible)
- Proposed Revenue-sharing Payment (45 points possible)

**B. Evaluation and Recommendation**

Responsive proposals will be scored in each of the criteria above and ranked according to scores. A comprehensive evaluation of the proposals by a panel of City and/or non-City employees will be conducted.

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

All proposals will be evaluated solely on the basis of the criteria listed above and the ranking of any outside expert review panel 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 General Manager's recommendation in making its decision as to the selection, if any, stating publicly the reasons for their action.

**C. Award**

The General Manager of the Department of Recreation and Parks recommends contract awards to the Board of Recreation and Park Commissioners. The Department shall notify all proposers in writing of the General Manager's recommendation.

Section 10.5 of the Los Angeles Administrative Code requires approval by the City Council of contracts for periods of longer than three (3) years. Agreements are deemed to be executed upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

Once the award is approved, the awarded concessionaire will complete and submit the additional documents as required by this RFP, City Attorney, City Ordinance, State and/or Federal laws within forty-five (45) calendar days from the date the contract is awarded by the Board.

**D. 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 (10) calendar days after the RFP or addendum is issued, provide written notice to the Department 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.

**E. 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 bids or proposal and to waive any informality in the bid or proposal when to do so would be to the advantage of the City.”

**IMPORTANT:**

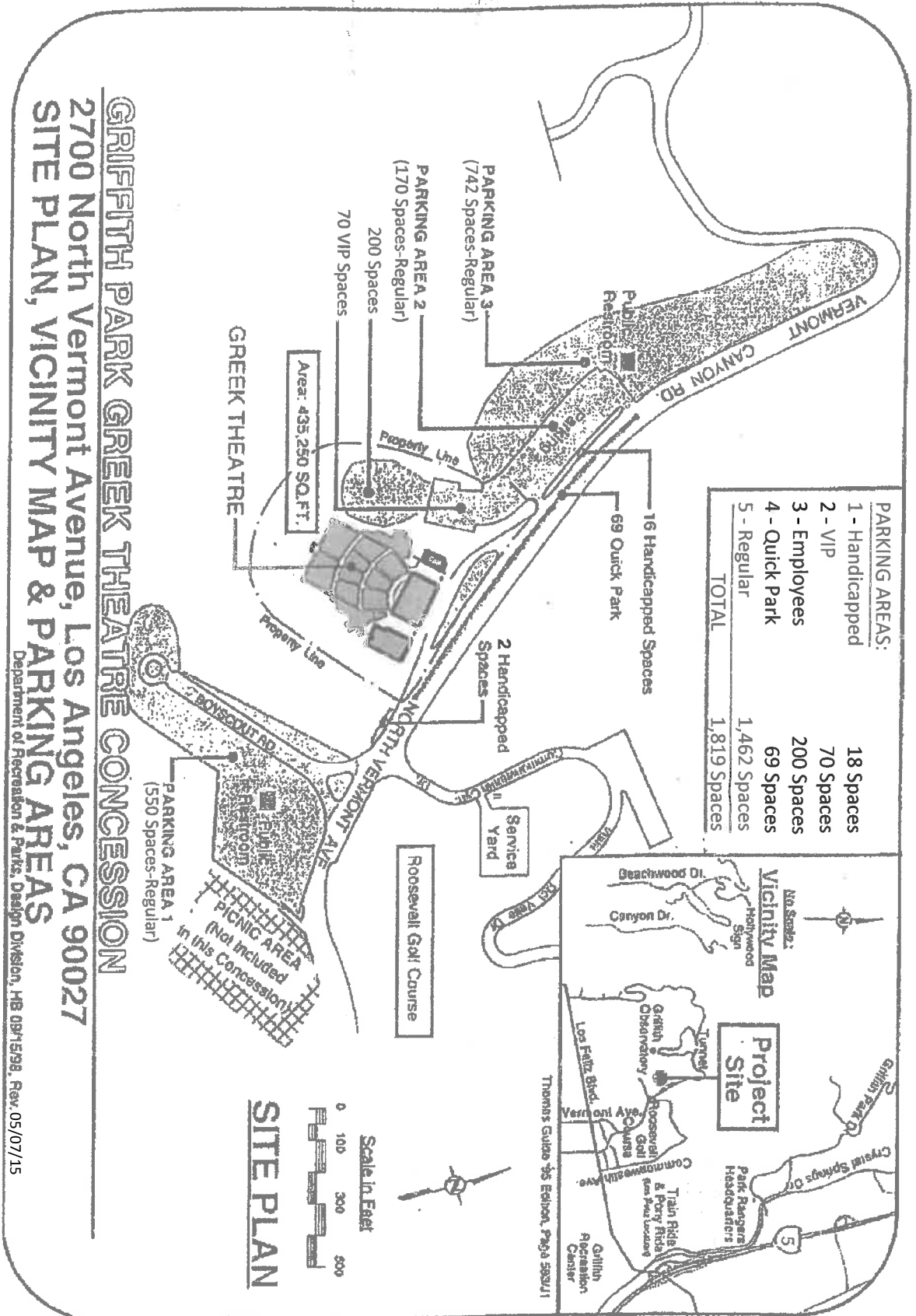
**Charter Section 371(e)(10)**

**In approving this RFP, the Board, in its capacity as the contract awarding authority for the Department, 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 the Department for the improvement, operation and maintenance of the Department's concession. To select the best proposer for this concession, the Board finds it is necessary to utilize a standard request for proposals 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 the Department's needs and therefore opts to utilize the standard request for proposals process.**

**VI. EXHIBITS**

- A. Premises Map
- B. Instructions to Proposers
- C. Level I Requirements
- D. Compliance Documents
- E. Sample Concession Agreement
- F. Pro Forma Financial Statements Submittal Forms
- G. Insurance Requirements
- H. Bidder Contributions – CEC Form 55 (Measure H)
- I. First Source Hiring Ordinance
- J. Good Food Purchasing Policy (Pledge included)
- K. Greek Theatre Venue Data
- L. Community Research Overview

EXHIBIT A

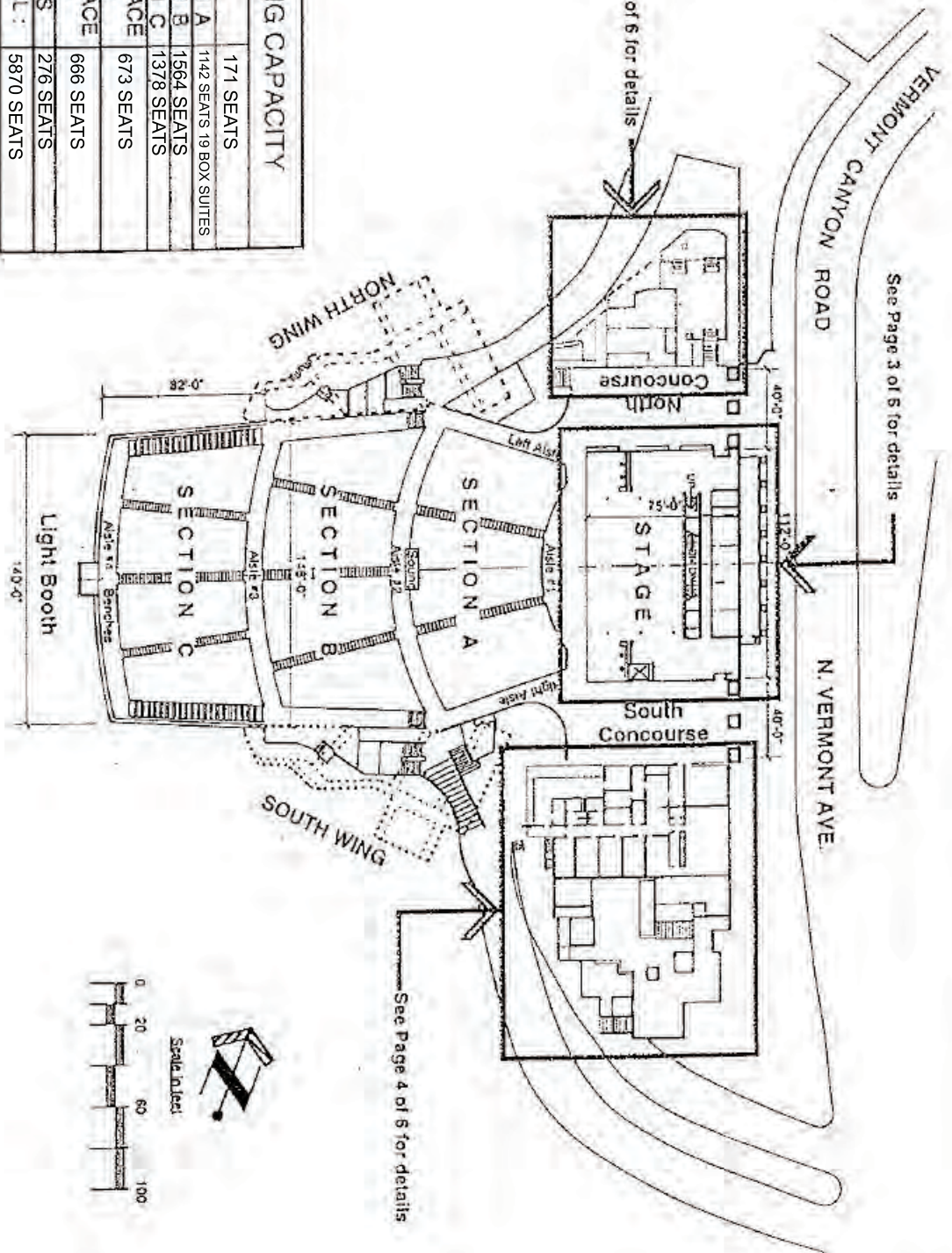


**GRIFFITH PARK GREEK THEATRE CONCESSION**  
**2700 North Vermont Avenue, Los Angeles, CA 90027**  
**SITE PLAN, VICINITY MAP & PARKING AREAS**

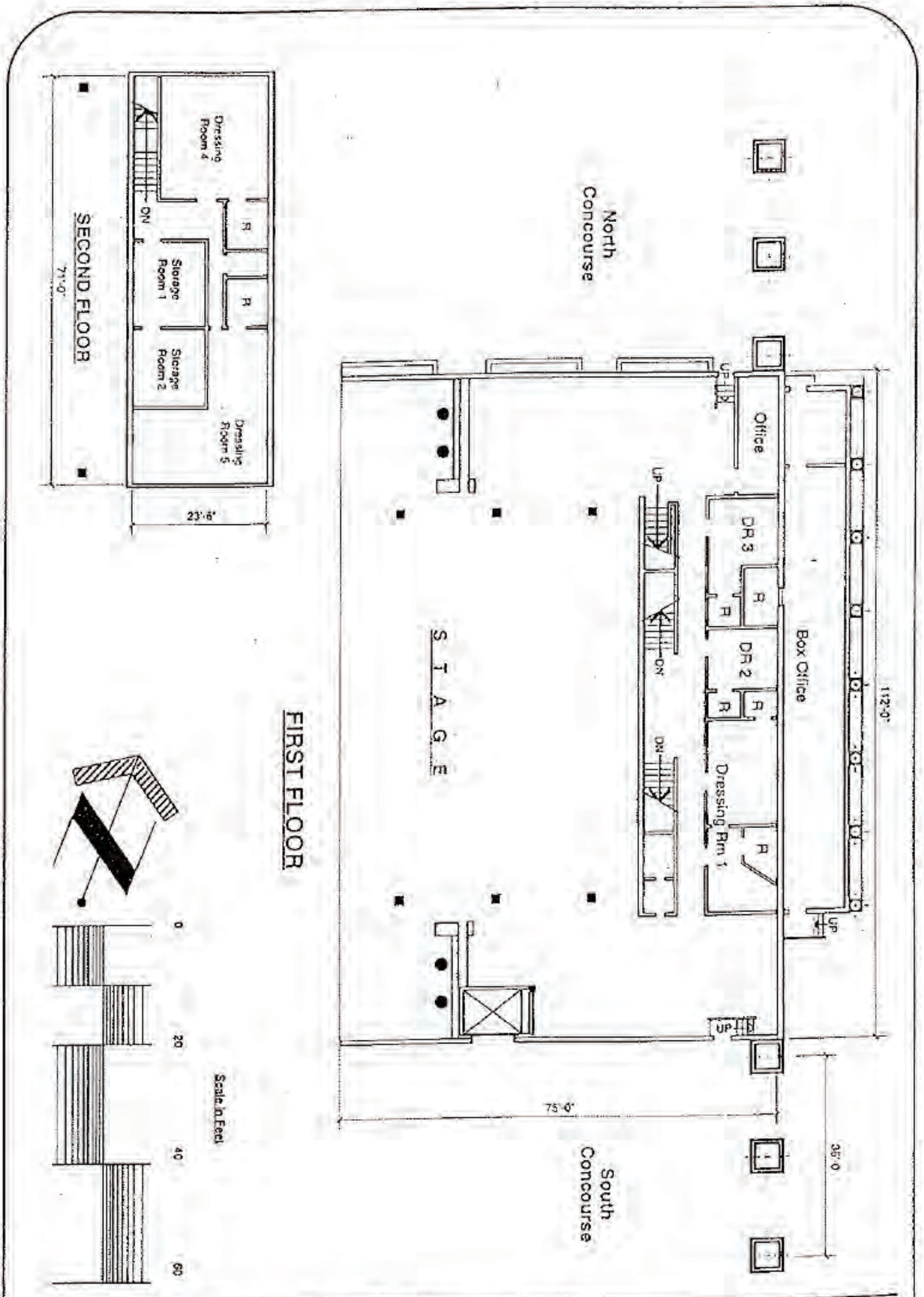
Department of Recreation & Parks, Design Division, HB 08P15798, Rev. 05/07/15



| SEATING CAPACITY     |                          |
|----------------------|--------------------------|
| PIT                  | 171 SEATS                |
| SECTION A            | 1142 SEATS 19 BOX SUITES |
| SECTION B            | 1564 SEATS               |
| SECTION C            | 1378 SEATS               |
| N. TERRACE (N. Wing) | 673 SEATS                |
| S. TERRACE (S. Wing) | 666 SEATS                |
| BENCHES              | 276 SEATS                |
| TOTAL:               | 5870 SEATS               |



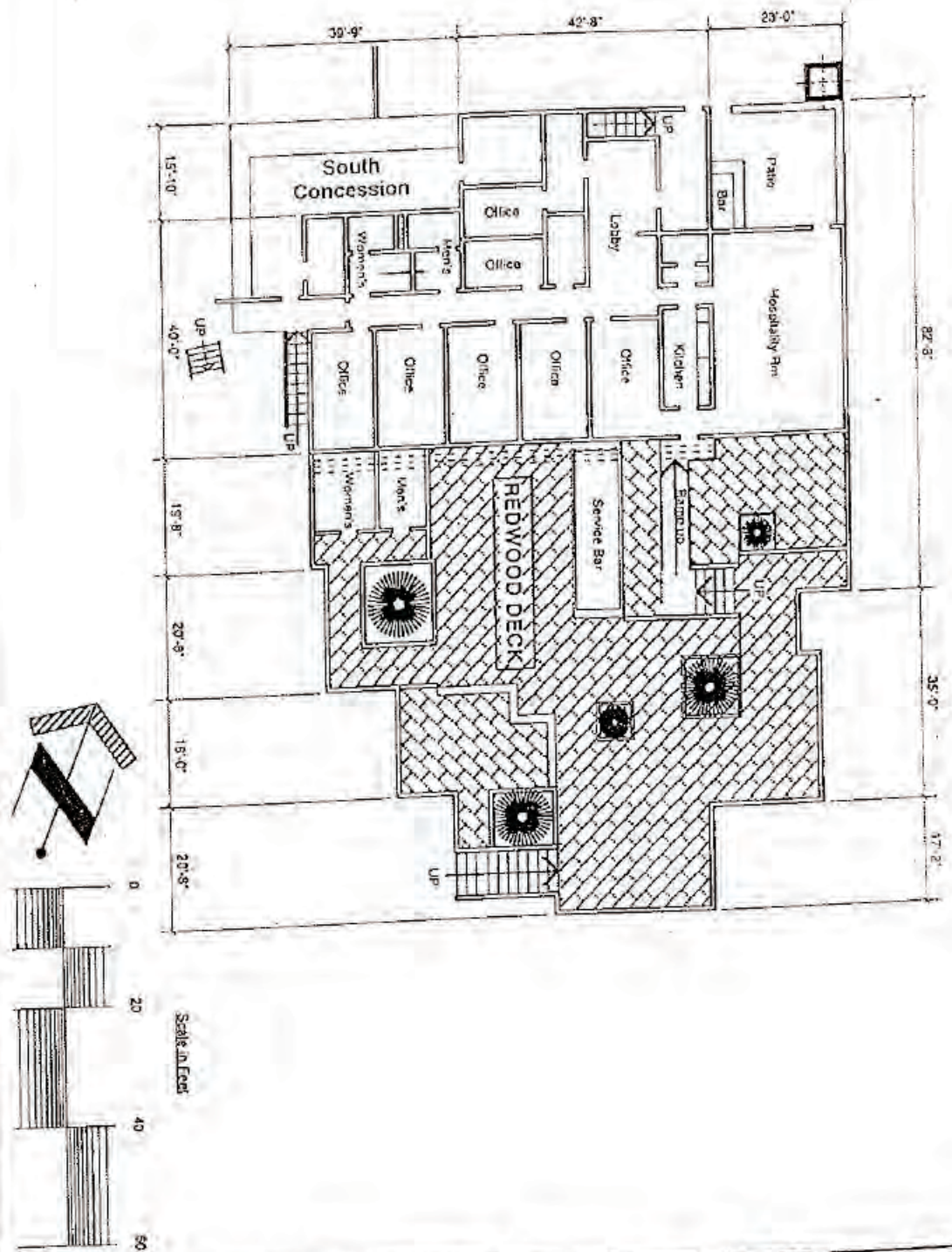
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR PLAN**



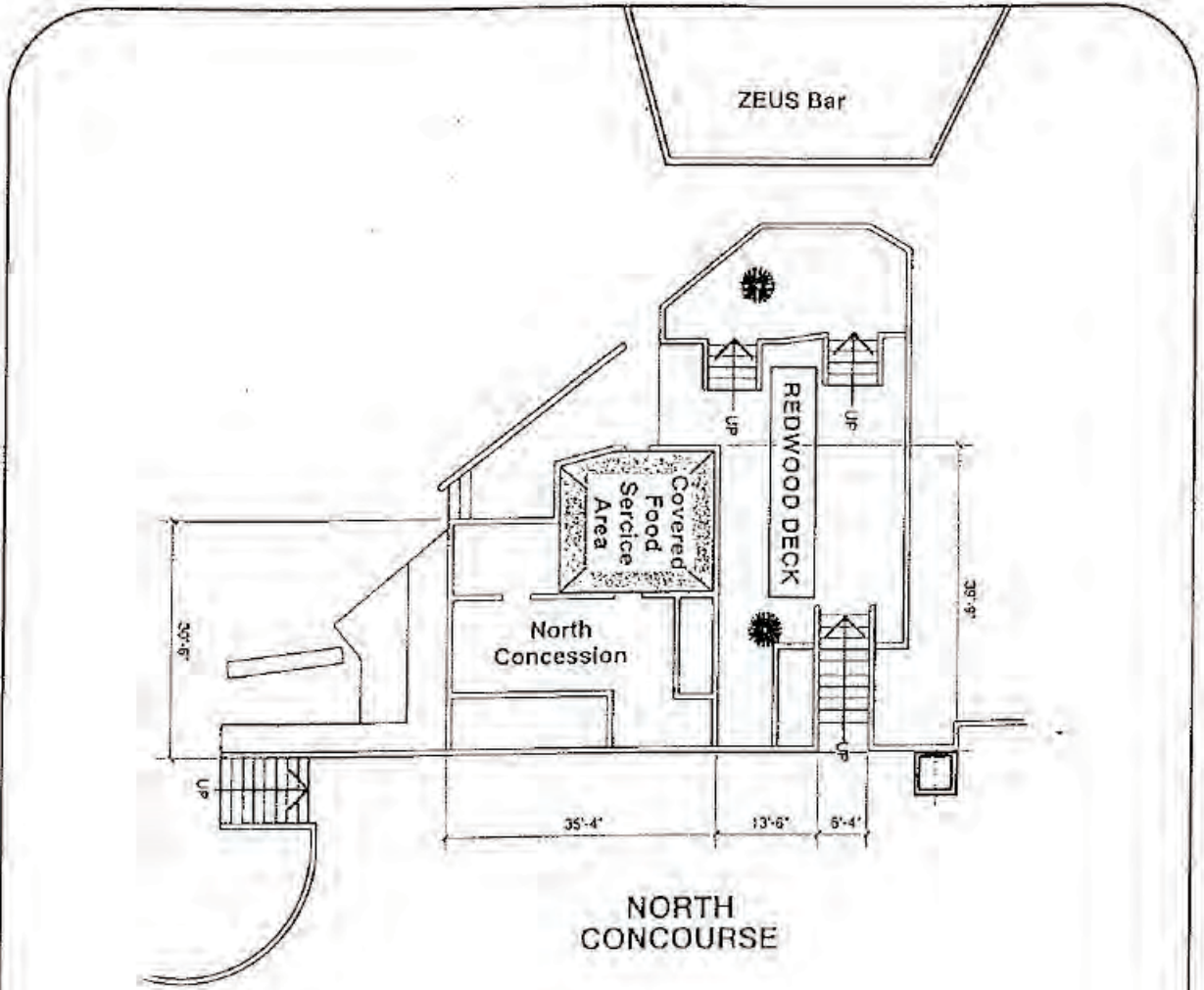
**GRIFFITH PARK GREEN THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR (STAGE) AND SECOND FLOOR**

Department of Recreation & Parks, Design Division, HB 09/15/98, Rev. 05/20/14

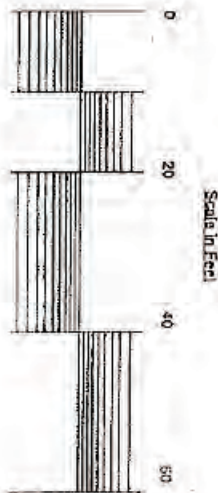
# SOUTH CONCOURSE



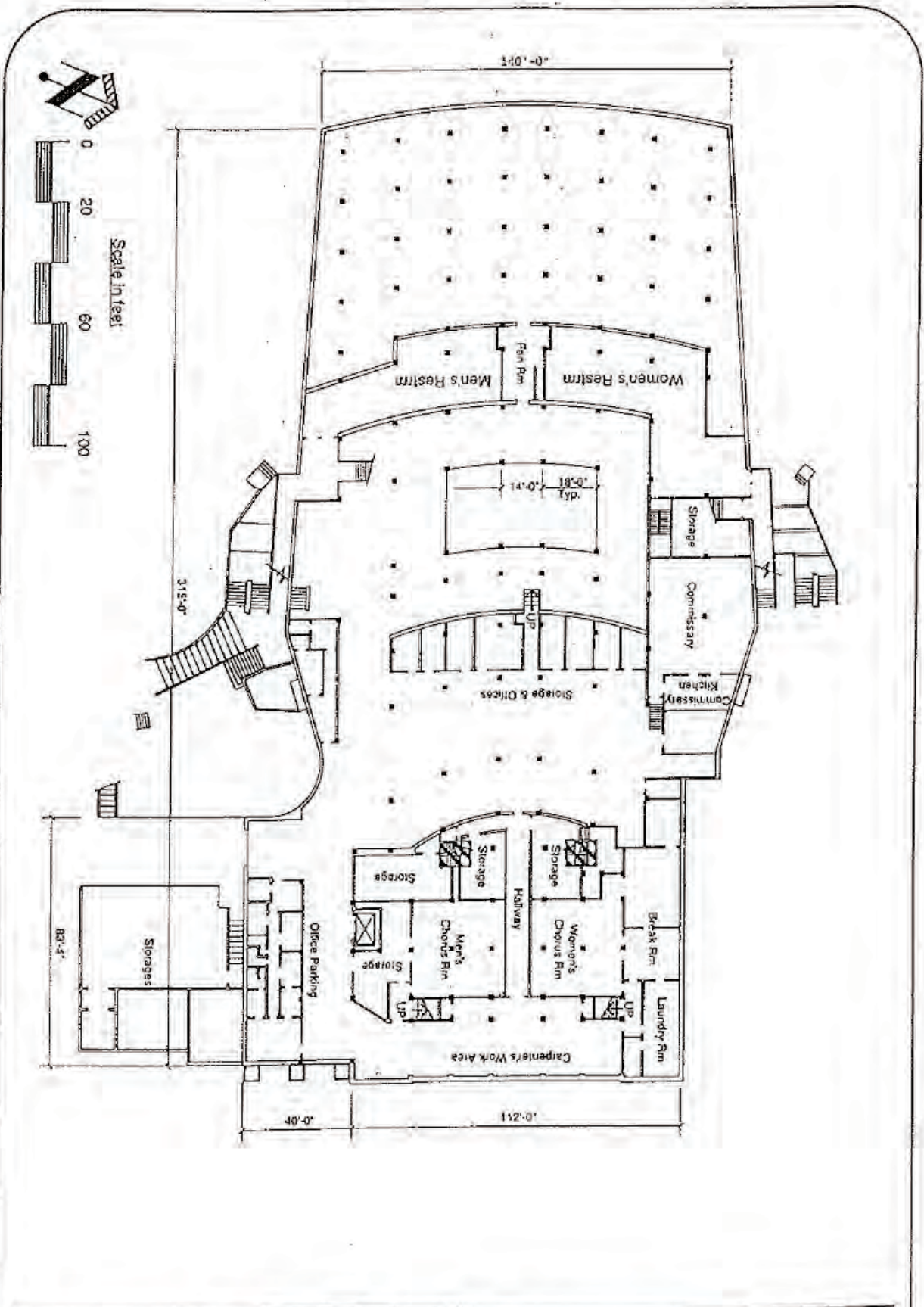
**GRIFFITH PARK GREEN THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / SOUTH WING**



NORTH  
CONCOURSE



**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / NORTH WING**

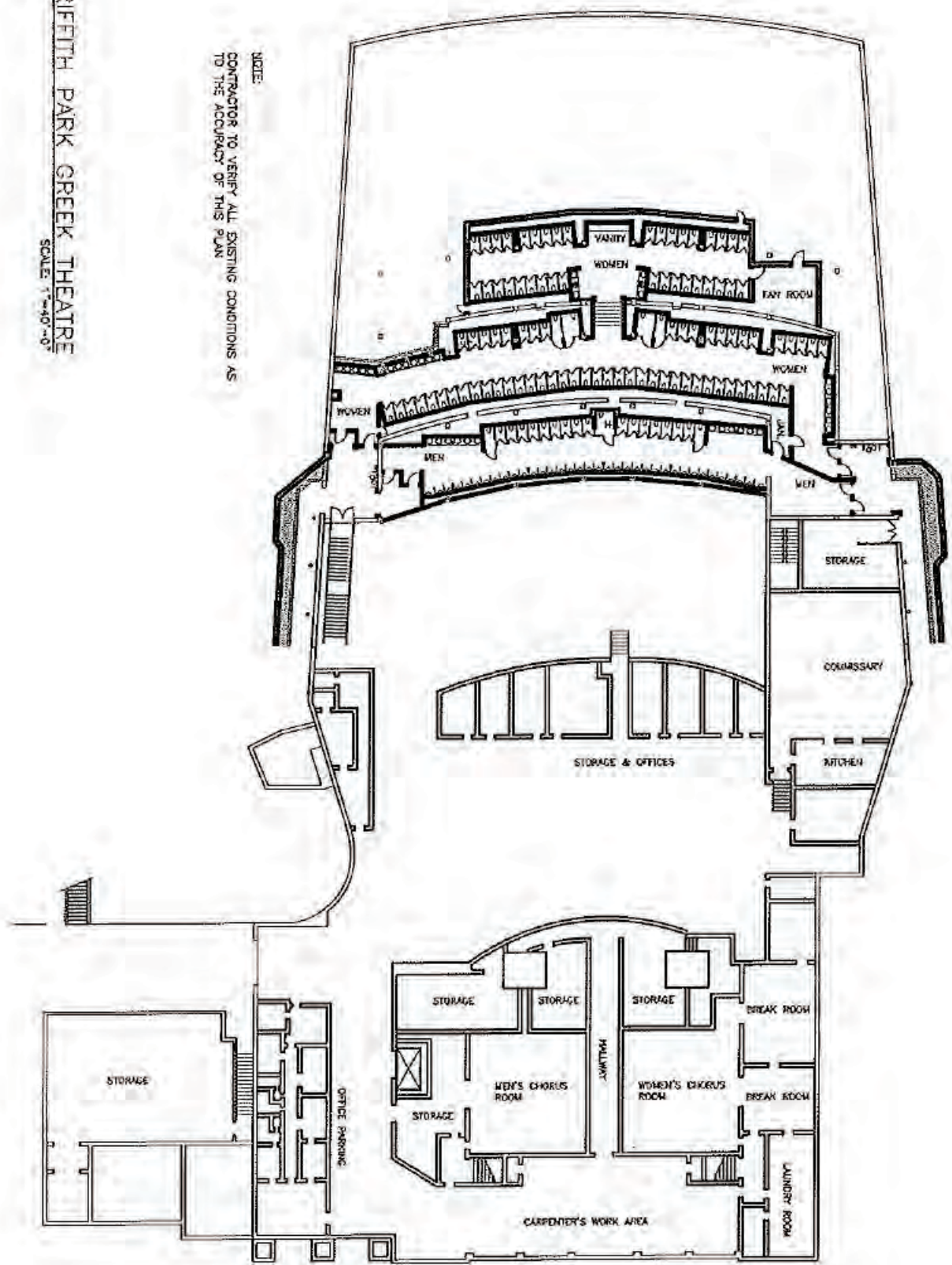


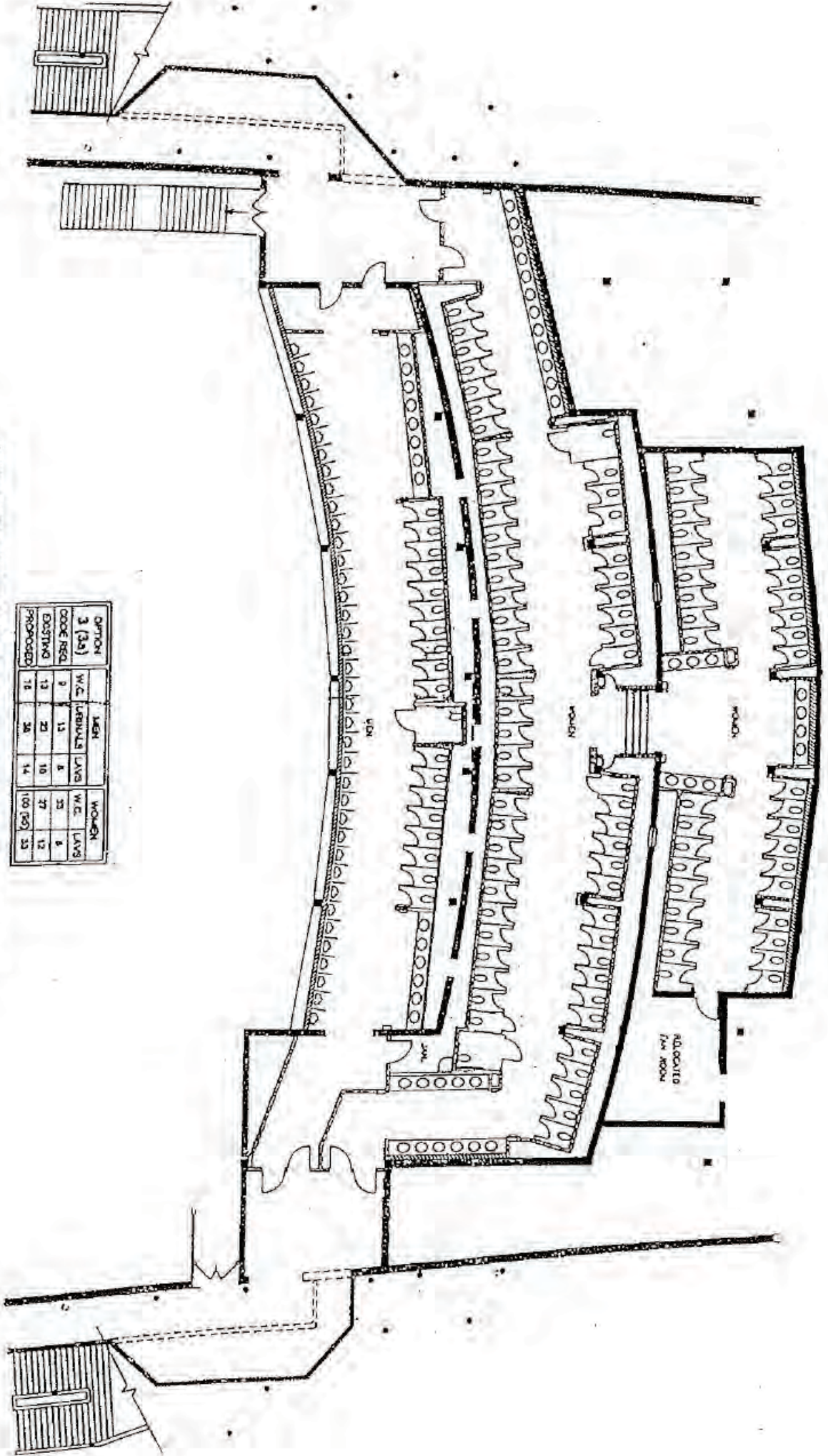
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
**2700 North Vermont Avenue, Los Angeles, CA 90027**  
**BASEMENT PLAN**

|  |                                       |                                      |            |         |    |       |
|--|---------------------------------------|--------------------------------------|------------|---------|----|-------|
| PROJECT NO.                            | SHEET TITLE                           | DESIGNAL NUMBER                      | DATE       | REVISED | BY | SCALE |
| FIELD NO.                              | NEW RESTROOM FLOORPLAN                | DIRECTION OF PLANNING & CONSTRUCTION | 08/20/14   |         |    |       |
| SHEET NO.                              | GRIFITH PARK GREEK THEATRE CONCESSION | CONTRACT ADMINISTRATION              |            |         |    |       |
| FACILITY ADDRESS                       |                                       | PERMANENT                            | CHECK DATE |         |    |       |
| 2700 NORTH VERMONT AVE. L.A., CA 90027 |                                       |                                      |            |         |    |       |

**GRIFITH PARK GREEK THEATRE**  
SCALE: 1/8"=1'-0"

NOTE:  
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AS TO THE ACCURACY OF THIS PLAN





| OPTION    | MEN  |         | WOMEN |         |
|-----------|------|---------|-------|---------|
|           | W.C. | URinals | W.C.  | Urinals |
| 3 (2a)    | 2    | 12      | 5     | 5       |
| CODE REQ. | 12   | 21      | 27    | 12      |
| EXISTING  | 12   | 21      | 27    | 12      |
| PROPOSED  | 12   | 21      | 27    | 12      |

**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
 MEN'S & WOMEN'S RESTROOMS

Rev 05/20/14

**REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF THE  
GREEK THEATRE FOOD AND BEVERAGE CONCESSION  
(CON-F15-002)**

**INSTRUCTIONS TO PROPOSERS**

**A. Submitting a Written Proposal**

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

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

- Make sure your proposal is well-organized in its response to the Department objectives and easy to read.
- Verify that your proposal is complete and that you have thoroughly responded to all proposal items and compliance documents in the RFP.
- Formulate your responses precisely and with detail; avoid vague, meaningless, or open-ended responses. Explain how your responses further the stated objectives.
- Make sure your proposal demonstrates that your financial projections and cost estimates are realistic and sustainable.
- Clearly describe what your management team will bring to the Greek Theatre.
- If there are significant risks in your business strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

Your written submittal in this RFP process will be the primary basis on which the City will consider its award for the Agreement; therefore, proposers should be as thorough and as detailed as possible when responding to each proposal item and assembling a proposal. In the written proposal, proposers must include responses to ALL proposal items requested herein below. Proposers will not be able to add to or modify their proposals after the proposal due date.

The Department may deem a proposer non-responsive if the proposer fails to provide all required documentation and copies.

**B. Submitted Proposals**

Proposals accepted by the Department 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. **Submitted Proposals - 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:

Exhibit B to the Greek Theatre Food and Beverage Concession RFP – Final as of June 26, 2015



**REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF THE  
GREEK THEATRE FOOD AND BEVERAGE CONCESSION  
(CON-F15-002)**

- Proposing company's legal name (to be used on all documentation associated with this RFP and the resultant agreement);
- Type of business (corporation, partnership, or sole proprietorship);
- Key names, including title and position;
- Name of main point of contact; said point of contact will be the only recipient of all information related to this RFP and will function as the equivalent to the Department's Contract Coordinator;
- Complete mailing addresses;
- Telephone and fax numbers (including office and cell numbers as appropriate);
- E-mail addresses, and any other information needed by City staff to contact proposers;
- A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

**2. Proposal Deposit**

All proposals must include a Twenty Thousand Dollars (\$20,000.00) 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 an Agreement for the Concession. The selected proposer shall have forty-five (45) calendar days from the date the contract is awarded by the Board to review, sign and return the contract to the Department. In the event the selected proposer fails to return the signed contract 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 ninety (90) calendar days from the date the contract is awarded, the contract is not signed and returned, the City maintains the right to move on to the proposer with the next highest selection ranking.

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

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

**C. Proposal Submitted Information**

**Deadline for Submission**

To be considered, proposals must be received on or before 3:00 PM, August 11, 2015.

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**Where to Submit your Proposal**

The complete proposal package shall be placed in a sealed envelope(s) or box(es) labeled "Proposal for the Greek Theatre Food and Beverage Concession." Said envelope or box shall have the name and address of the Proposer on the outside and be delivered to:

Los Angeles Department of Recreation and Parks  
Office of the Board of Commissioners  
Attention: Board Secretary  
Two California Plaza  
350 S. Grand Ave., 46<sup>th</sup> Floor  
Los Angeles, CA 90071

**Number of Copies**

Please provide one (1) original, one (1) non-bound reproducible copy, four (4) copies, and an electronic copy on CD, DVD, USB or Flash Drive. Plainly identify the respective documents. An original is one in which a form requiring a signature must be signed in wet ink. A reproducible copy is one which can readily be reproduced through a photocopier. If the proposal contains confidential information, a pre-redacted, non-bound reproducible hard copy and an electronic copy of the pre-redacted, non-bound proposal must be submitted in addition to all submitted materials.

**Important Notices**

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

The Department 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 personally, by written request, prior to the scheduled closing time for receipt of proposals. Faxed withdrawals will be accepted by the Board Office at (213) 202-2610, Attn: Board Secretary. After withdrawing a previously submitted proposal, the proposer may submit another proposal at any time up to the specified due date and time.

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

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. All or portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement

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is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award and forfeiture of the Proposal Deposit. The City reserves the right to withdraw this RFP at any time without prior notice and return proposals and deposits.

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

**Mandatory Pre-Proposal Conference and Site Walk**

Pre-Proposal Conference (Conference):

Date: July 14, 2015  
Time: 10:00 AM - 12:00 PM  
Location: 3201 Riverside Drive, Los Angeles, CA 90027

Site Walk:

Date: July 14, 2015  
Time: 1:00 PM  
Location: 2700 N. Vermont Ave., Los Angeles, CA 90027

The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs of the Concession. Attendance is mandatory. A site walk of the facility will take place after the conclusion of the conference. Due to the size and complexity of the Concession, additional site walks may be necessary and will be available upon request. **It is highly recommended that prospective proposers read the complete RFP prior to the Conference and begin preparation of their proposal in order to maximize the benefits of the Conference.**

**Contact With City Personnel**

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

Name: Agnes Ko, Contract Coordinator, Concessions Unit  
LaTricia Jones, Alternate Contract Coordinator, Concessions Unit  
Address: P.O. Box 86610  
Los Angeles, CA 90086-0610  
E-mail: [agnes.ko@lacity.org](mailto:agnes.ko@lacity.org), Contract Coordinator  
[Latricia.jones@lacity.org](mailto:Latricia.jones@lacity.org), Alternate Contract Coordinator  
Fax: (213) 202-4311

To maximize the effectiveness of the Conference, the Contract Coordinator requests that, to the extent possible, proposers provide questions in writing prior to the Conference. This will enable the Contract Coordinator to prepare responses in advance. Specific questions concerning the RFP should be submitted in writing to the Contract Coordinator and Alternate Contract Coordinator.

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Additional questions may be accepted, in writing, at the Conference. However, responses may be deferred and provided as addenda to the RFP at a later date. **All questions must be in writing. Responses to questions will be posted to the Department's website and to labavn.org. It is recommended that questions be submitted as soon as possible in order to provide the Department sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after July 28, 2015 5:00 PM.**

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

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

If the Department 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 listed below.

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 the Department not receiving the best possible responses from proposers.

**D. Document Check**

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

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

**E. Contractual Arrangements**

The proposer selected to perform the services outlined in this RFP will enter into an Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles.

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**F. Verification of Information**

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

**G. Cost of Preparation**

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

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**LEVEL I REQUIREMENTS**

**1. Compliance Documents**

As part of the RFP process, all proposers are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibits D, H and I 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. The Department reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your proposal:

- a. Proposer’s Signature Declaration and Affidavit (Section I.A of Exhibit D)  
The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Concession Agreement must be consistent. Only the original notarized form is acceptable.
- b. Disposition of Proposals (Section I.B of Exhibit D)  
The document must be signed by an individual authorized to bind the proposer.
- c. Affirmative Action Plan (Section I.C of Exhibit D)  
Please read instructions in Exhibit D.
- d. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit D)  
Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
- e. Equal Benefits Ordinance Statement (Section I.E of Exhibit D)  
Please read the instructions in Exhibit D.
- f. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit D). Submittal of documents only required if the proposer is applying for an exemption to the ordinance requirements.
- g. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D)  
It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE),

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Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts.

Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the proposer's BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

|                     |                   |
|---------------------|-------------------|
| 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>  |

- h. Municipal Lobbying Ordinance / Bidder Certification –  
City Ethics Commission (CEC) Form 50 (Section I.H of Exhibit D)  
Please read the instructions in Exhibit D.
- i. Compliance with Los Angeles City Charter Section 470(c)(12) (Measure H)  
Please read the instructions in Exhibit H.
- j. Compliance with First Source Hiring Ordinance  
Please read the instructions in Exhibit I.
- k. Federal Tax ID Number and Form W-9  
Please submit your Federal Tax ID Number with the proposal. The name on either document must match the proposer's legal business name, as listed on the Proposer's Signature Declaration and Affidavit.

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

*Only the proposer selected for award of this agreement shall submit the following additional required items prior to execution of the Agreement (within forty-five [45] calendar days from the date the agreement is awarded by the Board to the selected proposer):*

- l. Americans with Disabilities Act Certification
- m. Business Tax Registration Certificate
- n. Certification of Compliance with Child Support Obligations
- o. Contractor Responsibility Ordinance – Pledge of Compliance
- p. City-approved Proof of Insurance
- q. City-approved Performance Deposit
- r. Los Angeles Residence Information (location of selected concessionaire's headquarters and percentage of workforce residing in Los Angeles)
- s. LWO/SCWRO – additional related forms from item 4.d. above
- t. Slavery Disclosure Affidavit
- u. First Source Hiring Ordinance – FSHO-1
- v. Good Food Purchasing Pledge

Failure of the selected proposer to submit all the required documents (specified as items "l" through "v" above) and submit a signed Agreement within forty-five (45) calendar days from the date the contract is awarded by the Board 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 ninety (90) calendar days from the date the contract is awarded by the Board, 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.

## **2. Background and Experience**

Describe your business entity's background and experience in providing food and beverage services at large venues such as the Greek Theatre. 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.

***Each proposer must have a minimum qualifying experience of providing food and beverage services for a minimum of ten (10) different concert/theater venues with a minimum seating capacity of five-thousand (5,000) per venue and have been in business for a minimum of fifteen (15) years. A qualifying venue could be a theater, stadium or amphitheater.***



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

**2.1 Ownership Description**

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

- 2.1.1 \_\_\_ Address
- 2.1.2 \_\_\_ Length in business (in years and months)
- 2.1.3 \_\_\_ Type: Sole Proprietorship, Partnership, Joint Venture, Corporation or a limited liability company (LLC), etc.
- 2.1.4 \_\_\_ Size of company (includes total number of employees and annual gross revenue)
- 2.1.5 \_\_\_ Organizational chart
- 2.1.6 \_\_\_ Names of persons responsible for operations
- 2.1.7 \_\_\_ Any pending mergers (if none, so state in response to this section)
- 2.1.8 \_\_\_ Ownership information for all proposed subcontractors

**2.2 Description of proposing entity's experience in and knowledge of operating and managing similar venues.**

This section pertains to your business entity's PAST experience and CURRENT operations, not your PROPOSED operation for this RFP.

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

- 2.2.1 \_\_\_ Description of similar current and past operations;
- 2.2.2 \_\_\_ Revenues of past or current comparable operations under the proposer's management, broken down by category (food, non-alcoholic beverages, alcoholic beverages etc.), for the previous five years (if applicable).
- 2.2.3 \_\_\_ Proposer's years of above experience.
- 2.2.4 \_\_\_ Extent of any related experience.
- 2.2.5 \_\_\_ Additional information that demonstrates your qualifications

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

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

- 2.3.1 \_\_\_ List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for the termination.
- 2.3.2 \_\_\_ List of all contracts which terminated during 2014, along with an explanation of the reasons for the termination.

**2.4 Current Operations**

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

- 2.4.1 \_\_\_ Employee hiring, training, motivation, and promotion policies.

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2.4.2 \_\_\_ Methods and controls for accounting.

### **2.5 References**

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

2.5.1 \_\_\_ Business References: Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, telephone numbers, and the scope of the business relationship.

5.5.2 \_\_\_ Financial References: Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, telephone numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.)

### **3. Financial Capacity**

Each proposer must demonstrate the financial means and resources to finance, operate, and sustain the Concession 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 the Department.

#### **3.1 Good Standing**

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

#### **3.2 Amount of Investment Required**

State the amount of investment you will require to begin operations as proposed. This amount must include Start-Up Costs (Proposers must include a response to each proposal item listed below):

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

- \_\_\_ Performance Deposit
- \_\_\_ Inventory
- \_\_\_ Equipment
- \_\_\_ Operating Supplies
- \_\_\_ Improvements
- \_\_\_ Others (list)

The amount stated here must be consistent with the proposer’s Financial Projections and Planning, which is to be completed in response to Section IV on Page 5 of the RFP.

#### **3.3 Source(s) of Funding Concession Operation**

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

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

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

**3.4 Financial Documentation**

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

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

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

**3.4.1** If cash reserves are to be used to fund the operation, provide the following (If no cash is to be used, so state in your response to this section):

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

\_\_\_ If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures.

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

\_\_\_ Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used ("Current" shall mean current as of April 2015 or later).

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

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

\_\_\_ Copies of current credit reports/ratings of the proposing entity. ("Current" shall mean current as of April 2015 or later)

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



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## EXHIBIT F

# COMPLIANCE DOCUMENTS

## REQUEST FOR PROPOSALS

Concessions Unit  
572 UOI tcpf "Cx0"69yj "Ht0"  
Mail Stop 625-26  
Los Angeles, CA 90093  
Telephone: (213) 202-3280  
Fax: (213) 202-4311  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

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## COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSALS

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- E. Equal Benefits Ordinance Statement
- F. Living Wage Ordinance (LWO) / Service Contractor Worker Retention Ordinance (SCWRO)
- G. Business Inclusion Program
- H. Municipal Lobbying Ordinance / Bidder Certification – CEC Form 50
- I. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification

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

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



CITY OF LOS ANGELES  
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## SECTION I

**Compliance Documents to be submitted by Proposers with Proposals**

**PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

**SECTION A****PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

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

**INSTRUCTIONS:**

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

**Signatures:**

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

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

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

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



**AFFIDAVIT TO ACCOMPANY PROPOSALS**

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

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

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

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

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

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

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

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

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

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

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Month / Year) (Title)

\_\_\_\_\_  
(Notary Public) (Date)

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

**DISPOSITION OF PROPOSALS**

**SECTION B**  
**DISPOSITION OF PROPOSALS**

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

**INSTRUCTIONS:**

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

**Signatures:**

The person signing must be authorized to bind the proposer.

## Disposition of Proposals

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

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

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

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
Date

**AFFIRMATIVE ACTION PLAN**

**SECTION C****AFFIRMATIVE ACTION PLAN**

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all vendors doing business with the City of Los Angeles.

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

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Bidders/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. Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN but no later than the time when an individual Bid/Proposal is submitted. However, Bidders/Proposers with Certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.
- b. Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders/Proposers shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN but no later than the time when an individual Bid/Proposal is submitted.
- c. Bidders/Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. Bidders/Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Bidder/Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Bidder/Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN.

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

**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:

{ HYPERLINK "http://bca.lacity.org/index.cfm?nxt=soo&nxt\_body=content\_cro.cfm" }

**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 awarding a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

### 2. When was the Ordinance adopted?

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

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

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

| Administrative Agency | Agreement Type | Contact Information                |
|-----------------------|----------------|------------------------------------|
| Public Works, BCA     | Service        | Russ Strazella<br>(213) 580-5012   |
| Public Works, BCA     | Construction   | Russ Struzella<br>(213) 580-5012   |
| General Services      | Procurement    | Raymond Richards<br>(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:  
<http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY QUESTIONNAIRE**

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

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

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

---

City Department/Division Awarding Contract

City Contact Person

Phone

---

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

**BIDDER/CONTRACTOR INFORMATION**

---

Bidder/Proposer Business Name

---

Street Address

City

State

Zip

---

Contact Person, Title

Phone

Fax

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

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

---

Print Name, Title

Signature

Date

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

**B. BUSINESS ORGANIZATION/STRUCTURE**

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

**Corporation:** Date incorporated: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of incorporation: \_\_\_\_\_

List the corporation's current officers.

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.

List those who own 5% or more of the corporation's stocks. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stocks.

\_\_\_\_\_  
\_\_\_\_\_

**Limited Liability Company:** Date of formation: \_\_\_\_/\_\_\_\_/\_\_\_\_ State of formation: \_\_\_\_\_

List members who own 5% or more of the company. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

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

List all partners in your firm. Use Attachment A if more space is needed.

\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**

\_\_\_\_\_  
\_\_\_\_\_

**C. OWNERSHIP AND NAME CHANGES**

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

**The responses to the remaining questions in this Questionnaire will not be posted on the internet but will be made available to the public for review upon request. Contact the appropriate Designated Administrative Agency.**



**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

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

**Yes**     **No**

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

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

**Yes**     **No**

If **Yes**, explain the circumstances on Attachment B.

**E. PERFORMANCE HISTORY**

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

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

**Yes**     **No**

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

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

**Yes**     **No**

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

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

**Yes**     **No**

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

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

**Yes**     **No**

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

**F. DISPUTES**

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

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

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

**Yes**     **No**

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

**Yes**     **No**

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

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

**Yes**     **No**

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

**G. COMPLIANCE**

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**     **No**

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

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

**Yes**     **No**

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

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

**Yes**     **No**

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

#### H. BUSINESS INTEGRITY

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

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

**Yes**     **No**

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

**Yes**     **No**

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

**Yes**     **No**

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

**Yes**     **No**

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

#### CERTIFICATION UNDER PENALTY OF PERJURY

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

---

Print Name, Title

Signature

Date

**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections A through C will be posted on the internet for public review. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

**ATTACHMENT B FOR SECTIONS D THROUGH H**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten or printed in ink. Include the number of the question for which you are submitting additional information. Information submitted on this Attachment in response to Questions in Sections D through H will not be posted on the internet but will be made available to the public for review upon request. Make copies of this Attachment if additional pages are needed.

Page \_\_\_\_\_

**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16**

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

**FEDERAL ENTITIES****Federal Department of Labor**

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

**Federal Department of Justice**

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

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

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

**STATE ENTITIES****California's Department of Industrial Relations**

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

**California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

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

**California's Department of Justice****LOCAL ENTITIES**

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

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**EQUAL BENEFITS ORDINANCE STATEMENT**

**SECTION E****EQUAL BENEFITS ORDINANCE STATEMENT**

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

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at [www.bca.lacity.org](http://www.bca.lacity.org).

**INSTRUCTIONS:**

- a. The selected bidder/proposer shall complete and upload the Equal Benefits Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN, but no later than the submittal due date designated by the Awarding Authority, and prior to award of a City contract valued at \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers 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 Equal Benefits Ordinance Affidavit.



**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

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

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

{ HYPERLINK "http://bca.lacity.org/index.cfm?nxt=lco&nxt\_body=content\_lwo.cfm" }

{ HYPERLINK "http://bca.lacity.org/index.cfm?nxt=soo&nxt\_body=content\_scwro.cfm" }

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the proposal; if no exemption is claimed, do not submit the forms with the proposal.

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

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

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

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

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

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Service agreements that are less than 3 months or \$25,000 or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than \$454, 016 (effective July 1, 2009). 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 Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS**

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification**: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j))**. Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g))**. Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c))**. Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11)**. Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13)**. No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
  - b. **One-person contractors with no employees (LAAC 10.37.1(f))**: Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

**LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS (Continued)**

3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
  - b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
  - c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business 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 \$454,016 (adjusted July 1, 2009). 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-20) and submit the application with the documents requested on that form.
  - d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
    - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
    - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).
    - (3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

# LWO –DEPARTMENTAL EXEMPTION APPLICATION

## EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL

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

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

| TO BE FILLED OUT BY THE CONTRACTOR:   |
|---|
| 1. Company Name: _____ Phone Number: _____  |
| 2. Company Address: _____   |
| 3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> 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: |

| EXEMPTION  | SUPPORTING DOCUMENTATION REQUIRED   |
|--|---|
| <input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <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>?<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO<br/>                             If NO, your company is <b>NOT eligible</b> for an exemption. If YES, sign and submit this application for final approval.</li> <li>4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement?<br/> <input type="checkbox"/> YES <input type="checkbox"/> NO</li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol> |
| <input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. <b>If you have employees in the future, you must comply with the Ordinance.</b>  | Fill and Submit the LW-18 Form.   |

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

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

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

| AWARDING DEPARTMENT USE ONLY:  |
|--|
| Dept: _____ Dept Contact: _____ Contact Phone: _____ Contract #: _____ |
| Approved / Not Approved – Reason: _____                                |
| By Analyst: _____ Date: _____  |



# LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION

## OCC DETERMINATION/APPROVAL REQUIRED

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

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

| CONTRACTOR INFORMATION:  |  |
|--|--|
| 1. Company Name: _____ Phone Number: _____   |  |
| 2. Company Address: _____  |  |
| 3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor:<br>_____ |  |
| 4. Type of Service Provided: _____   |  |

| NON-COVERAGE INFORMATION:<br>TO BE REQUESTED BY AWARDING DEPARTMENTS OR CONTRACTORS   |  |
|---|--|
| REQUEST FOR NON-COVERAGE DETERMINATION  | SUPPORTING DOCUMENTATION REQUIRED  |
| <input type="checkbox"/> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract". | A <i>detailed</i> memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination. |

| 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 AWARDING 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 Ordinances should not apply. | Provide a copy of grant-funding agency's determination to the OCC. |

| TO BE REQUESTED BY CONTRACTORS ONLY   |   |
|---|---|
| EXEMPTION   | SUPPORTING DOCUMENTATION REQUIRED   |
| <input type="checkbox"/> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA. | A copy of the CBA with the superseding language clearly marked<br><br><p style="text-align: center;">OR</p> A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.        |
| <input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.  | A listing of the employees required to possess occupational licenses to perform services to or for the City<br><br><p style="text-align: center;">AND</p> Copies of each of these employees' occupational licenses. |

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

|  |   |
|--|---|
| Print Name of Person (Contractor) Completing This Form | Signature of Person (Contractor) Completing This Form |
| Title  | Date  |
| Phone #  |   |

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

| AWARDING DEPARTMENT USE ONLY: |               |                |             |
|-------------------------------|---------------|----------------|-------------|
| Dept:                         | Dept Contact: | Contact Phone: | Contract #: |

| OCC USE ONLY:                           |             |
|---|-------------|
| Approved / Not Approved – Reason: _____ |             |
| By OCC Analyst: _____                   | Date: _____ |

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

### **1. What is the Service Contractor Worker Retention Ordinance?**

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

### **2. What is a successor contractor?**

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

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

The SCWRO covers the following types of agreements:

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

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

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

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

The Ordinance requires the successor contractor to:

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

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

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

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

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

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

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

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

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

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

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

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

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

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**BUSINESS INCLUSION PROGRAM**

**SECTION G****BUSINESS INCLUSION PROGRAM**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Requests for Bids (RFB), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.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 Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

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

The Recreation and Parks anticipated levels of

|                     |                       |
|---------------------|-----------------------|
| MBE Participation:  | <b><u>See RFP</u></b> |
| WBE Participation:  | <b><u>See RFP</u></b> |
| SBE Participation:  | <b><u>See RFP</u></b> |
| EBE Participation:  | <b><u>See RFP</u></b> |
| DVBE Participation: | <b><u>See RFP</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 BAVN to comply with the indicators will render the bid non-responsive.

**A. GENERAL**

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

**B. DEFINITIONS**

1. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.

4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business that is at least 51 percent owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- 1) City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://www.lacity.org/BCA>



- 2) CalTrans  
Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit  
1900 Royal Oaks Drive, Sacramento, CA 95815  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>
  - 3) Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
  - 4) Southern California Minority Business Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 Fax: (213) 689-1707  
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- c. Certification as a Disabled Veteran Business Enterprise: A DVBE must be certified by State of California, Office of Small Business & Disabled Veterans Business Enterprise Services.
9. Business Inclusion Program Outreach Documentation: The respondent must take affirmative steps prior to submission of their RFP response to ensure that a maximum effort is made to recruit subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach Documentation are outlined in Paragraph C herein. The BIP Outreach Documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach Documentation will render the response non-responsive.
10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion(s) of the work which the prime Consultant has obligated itself.
11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or

equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.

12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, DVBE.
  - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the Awarding Authority awards a contract for the project before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.
  - b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be a consideration when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
  - c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
  - d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
  - e. A firm which qualifies as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE and/or DVBE credit if so qualified.

- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

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

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

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

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

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

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

|   |  |
|---|--|
| 1 | <b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b> |
|---|--|

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.

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| 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.

|   |  |
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| 3 | <b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b> |
|---|--|

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

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

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

|   |  |
|---|--|
| 4 | <b>WRITTEN NOTICES TO SUBCONSULTANTS</b> |
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the Prime Bid/Proposal is required to be submitted. In all instances, proposers must document that invitations for subcontracting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subcontractants currently registered on the BAVN. If the proposer is aware of a potential subcontractant that is not currently registered on the BAVN, it is the proposer’s responsibility to encourage the potential subcontractant 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 subcontractants 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 BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFP response submittal deadline. In utilizing the BAVN’s notification function, proposers will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Proposers will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a proposer non-responsive if the wording is perceived to seriously limit potential subcontractant

responses. City staff will access the BAVN and verify compliance with this indicator after the RFP submission deadline. Proposers are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

|          |   |
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| <b>5</b> | <b>PLANS, SPECIFICATIONS AND REQUIREMENTS</b> |
|----------|---|

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

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

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

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|----------|---------------------------------|
| <b>6</b> | <b>NEGOTIATED IN GOOD FAITH</b> |
|----------|---------------------------------|

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

**Required Documentation:**

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

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the proposer elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the proposer outreached to the subconsultant, must be submitted and included on the on-line Summary**

**Sheet.** To that extent, the City expects the proposer to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the proposer's Schedule A. **All potential subcontractors with whom the bidder has had contact outside of the BAVN must be documented on the online Summary Sheet.**

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

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

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

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

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

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

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

third Party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Awarding Authority.

**D. AWARD OF CONTRACT**

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

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

**E. SUBCONSULTANT SUBSTITUTION**

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

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Awarding Authority for all substitutions of bid-listed (Schedule A) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Awarding Authority. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
    - 1) Name of company contacted; contact person and telephone number; date and time of contact.
    - 2) Response for each item of work which was solicited, including dollar amounts.



- 3) Reason for selection or rejection of sub-bid prospect.
  - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
  - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
  - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

**F. SUB-AGREEMENT FALSIFICATION**

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

**G. SUBMITTAL DOCUMENTS**

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

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

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

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

3. Final Subcontracting Report (Schedule C)

Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form (Schedule C) and certified correct by the

consultant or its authorized representative. The completed form shall be furnished to the Awarding Authority within 15 working days after completion of the contract.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

**I. AWARD OF CONTRACT**

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

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

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

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

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

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

| PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION |         |         |
|--|---------|---------|
|  | DOLLARS | PERCENT |
| TOTAL MBE AMOUNT                                     | \$      | %       |
| TOTAL WBE AMOUNT                                     | \$      | %       |
| TOTAL SBE AMOUNT                                     | \$      | %       |
| TOTAL EBE AMOUNT                                     | \$      | %       |
| TOTAL DVBE AMOUNT                                    | \$      | %       |
| TOTAL OBE AMOUNT                                     | \$      | %       |
| BASE BID AMOUNT                                      | \$      |         |

\_\_\_\_\_

**Signature of Person Completing this Form**

\_\_\_\_\_

**Printed Name of Person Completing this Form**

\_\_\_\_\_

**Title** **Date**

**MUST BE SUBMITTED WITH PROPOSAL**

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

|                      |                     |
|----------------------|---------------------|
| <b>Project Title</b> | <b>Contract No.</b> |
|----------------------|---------------------|

|                   |                |
|-------------------|----------------|
| <b>Consultant</b> | <b>Address</b> |
|-------------------|----------------|

|                       |                  |
|-----------------------|------------------|
| <b>Contact Person</b> | <b>Phone/Fax</b> |
|-----------------------|------------------|

|   |                            |   |
|---|----------------------------|---|
| <b>CONTRACT AMOUNT<br/>(INCLUDING AMENDMENTS)</b> | <b>THIS INVOICE AMOUNT</b> | <b>INVOICED TO DATE AMOUNT<br/>(INCLUDE THIS INVOICE)</b> |
|   |                            |   |

**MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)**

| <b>NAME OF<br/>SUBCONTRACTOR</b> | <b>MBE/WBE/<br/>SBE/EBE/<br/>DVBE/OBE</b> | <b>ORIGINAL<br/>SUBCONTRACT<br/>AMOUNT</b> | <b>THIS INVOICE<br/>(AMOUNT NOW<br/>DUE)</b> | <b>INVOICED TO DATE<br/>(INCLUDE THIS<br/>INVOICE)</b> | <b>SCHEDULED<br/>PARTICIPATION<br/>TO DATE</b> |
|----------------------------------|---|--|--|--|--|
|                                  |   |  |  |  |  |
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|   |                |                |  |
|---|----------------|----------------|--|
| <b>CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE</b> |                |                | <b>Signature of Person Completing this Form:</b>                 |
|   | <b>DOLLARS</b> | <b>PERCENT</b> | _____  |
| <b>TOTAL MBE PARTICIPATION</b>  | \$             | %              | <b>Printed Name of Person Completing this Form:</b><br><br>_____ |
| <b>TOTAL WBE PARTICIPATION</b>  | \$             | %              |  |
| <b>TOTAL SBE PARTICIPATION</b>  | \$             | %              |  |
| <b>TOTAL EBE PARTICIPATION</b>  | \$             | %              |  |
| <b>TOTAL DVBE PARTICIPATION</b>   | \$             | %              |  |
| <b>TOTAL OBE PARTICIPATION</b>  | \$             | %              |  |
|   |                |                | <b>Title:</b> _____ <b>Date:</b> _____                           |

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

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

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

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

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

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

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

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than \$25,000 and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) proscribed 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:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

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



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mall Stop 129  
(213) 978-1960

# Bidder Certification CEC Form 50

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

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

|                           |                                  |
|---------------------------|----------------------------------|
| Bld/Contract/BAVN Number: | Awarding Authority (Department): |
|---------------------------|----------------------------------|

|                 |        |
|-----------------|--------|
| Name of Bidder: | Phone: |
|-----------------|--------|

Address:

Email:

**CERTIFICATION**

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

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

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

Title: \_\_\_\_\_



**Los Angeles Administrative Code § 10.40.1**

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

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

**Los Angeles Administrative Code § 10.37.1**

- (l) **"Public lease or license"**.

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

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

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

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

**INSTRUCTIONS:**

- a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <http://www.irs.gov/Forms-&-Pubs>.



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

**Compliance Documents to be submitted by Selected Proposer**

**AMERICAN WITH DISABILITIES ACT CERTIFICATION**

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

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

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

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

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**BUSINESS TAX REGISTRATION CERTIFICATE**

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

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

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

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

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

|                |  |  |  |  |  |   |  |      |       |  |  |  |  |
|----------------|--|--|--|--|--|---|--|------|-------|--|--|--|--|
| 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CHILD SUPPORT OBLIGATIONS CERTIFICATION**

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

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

\_\_\_\_\_  
City/County/State

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Signature of Authorized Office or Representative Print Name

\_\_\_\_\_  
Title Telephone Number

**CRO PLEDGE OF COMPLIANCE**

## 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 the purchase of goods and products of at least \$100,000, contracts for the purchase of garments of at least \$25,000, 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

**LOS ANGELES RESIDENCE INFORMATION**

LOS ANGELES RESIDENCE INFORMATION

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

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

I. Corporate or Main Office Address

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

II. Total Number of Employees in the Organization: \_\_\_\_\_

III. Percentage of the Proposer's Total Workforce Employed within the City Of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

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

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within the City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT  
WORKER RETENTION ORDINANCE**

# LWO/SCWRO – 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: _____  | Company Phone Number: _____ |
| 2. Company Address: _____   |                             |
| 3. Awarding Department: _____   |                             |
| 4. Project Name: _____  |                             |
| <p><b>IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.</b></p> |                             |

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

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

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

**THE SERVICE CONTRACT WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:**

In case of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

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

- As of July 1, 2008 a wage of at least **\$10.00 per hour with health benefits** of \$1.25 per hour, or **\$11.25 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

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

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

| 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 SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations. |  |       |
| _____   | _____                                    | _____ |
| Print Name of Person Completing This Form   | Signature of Person Completing This Form |       |
| _____   | _____                                    | _____ |
| Title   | Phone #                                  | Date  |



# LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

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

- As of July 1, 2008 a wage of at least **\$10.00 per hour with health benefits** of \$1.25 per hour, or **\$11.25 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee’s request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

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

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

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

1. Company Name: \_\_\_\_\_
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. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No If YES:
  - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
  - 5b. **STATE** how much, if any, employees pay for co-premiums: \$ \_\_\_\_\_
6. **SUBMIT** a copy of your company’s current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company’s current UNPAID time off policy for the employees working on the 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 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 #:** \_\_\_\_\_

# LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

### SECTION I: CONTRACTOR INFORMATION

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

### SECTION II: SUBCONTRACTOR INFORMATION

| PART A   | PART B   |   |                          |  |                                     |                                   |
|--|--|---|--------------------------|--|-------------------------------------|-----------------------------------|
|  | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: |   |                          |  |                                     |                                   |
|  | I<br>501<br>(c)(3) <sup>1</sup>  | II<br>One-<br>Person<br>Contractor <sup>2</sup> | III<br>CBA <sup>3</sup>  | IV<br>Occupational<br>License <sup>4</sup> | V<br>Small<br>Business <sup>5</sup> | VI<br>Gov.<br>entity <sup>6</sup> |
| 1. Subcontractor Name: _____<br>2. Contact Person: _____ Phone #: _____<br>3. Address: _____<br>4. Purpose of Subcontract: _____<br>5. Amount of Subcontract: \$ _____<br>6. Term: Start Date ____/____/____ End Date ____/____/____<br>7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b><br>If you checked off NO for any questions 7 OR 8, this subcontract <b>IS NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below. | <input type="checkbox"/>   | <input type="checkbox"/>                        | <input type="checkbox"/> | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>          |
| 1. Subcontractor Name: _____<br>2. Contact Person: _____ Phone #: _____<br>3. Address: _____<br>4. Purpose of Subcontract: _____<br>5. Amount of Subcontract: \$ _____<br>6. Term: Start Date ____/____/____ End Date ____/____/____<br>7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b><br>If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below. | <input type="checkbox"/>   | <input type="checkbox"/>                        | <input type="checkbox"/> | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>          |
| 1. Subcontractor Name: _____<br>2. Contact Person: _____ Phone #: _____<br>3. Address: _____<br>4. Purpose of Subcontract: _____<br>5. Amount of Subcontract: \$ _____<br>6. Term: Start Date ____/____/____ End Date ____/____/____<br>7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO.</b> Continue onto <b>Part B.</b><br>If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO.</b> Continue to fill in <b>Part A</b> for additional subs below. | <input type="checkbox"/>   | <input type="checkbox"/>                        | <input type="checkbox"/> | <input type="checkbox"/>                   | <input type="checkbox"/>            | <input type="checkbox"/>          |

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

| PART A  | PART B   |  |  |   |                                  |                                |
|---|--|--|--|---|----------------------------------|--------------------------------|
|   | CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III: |  |  |   |                                  |                                |
|   | I<br>501(c)(3) <sup>1</sup>  | II<br>One-Person Contractor <sup>2</sup> | III<br>CBA <sup>3</sup>  | IV<br>Occupational License <sup>4</sup> | V<br>Small Business <sup>5</sup> | VI<br>Gov. entity <sup>6</sup> |
| 1. Subcontractor Name: _____<br>2. Contact Person: _____ Phone #: _____<br>3. Address: _____<br>4. Purpose of Subcontract: _____<br>5. Amount of Subcontract: \$ _____<br>6. Term: Start Date ____/____/____ End Date ____/____/____<br>7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> .<br>If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below. | <input type="checkbox"/>   | <input type="checkbox"/>                 | <input type="checkbox"/>   | <input type="checkbox"/>                | <input type="checkbox"/>         | <input type="checkbox"/>       |
| 1. Subcontractor Name: _____<br>2. Contact Person: _____ Phone #: _____<br>3. Address: _____<br>4. Purpose of Subcontract: _____<br>5. Amount of Subcontract: \$ _____<br>6. Term: Start Date ____/____/____ End Date ____/____/____<br>7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> .<br>If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .  | <input type="checkbox"/>   | <input type="checkbox"/>                 | <input type="checkbox"/>   | <input type="checkbox"/>                | <input type="checkbox"/>         | <input type="checkbox"/>       |
| <b>SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)</b>  |  |  |  |   |                                  |                                |
| 1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. <b>Continue to Section V</b> , and submit this form and all supporting documentation to the Awarding Department for approval.  |  |  |  |   |                                  |                                |
| 2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, <b>Continue to Section IV</b> .   |  |  |  |   |                                  |                                |
| EXEMPTION   |  |  | SUPPORTING DOCUMENTATION REQUIRED  |   |                                  |                                |
| One-person contractors, lessee, licensee<br>501(c)(3) non-profit organization   |  |  | LW 13 – Departmental Exemption Form<br><a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>                       |   |                                  |                                |
| Occupational license required<br>Collective bargaining agreement w/supersession language  |  |  | LW 10 – OCC Exemption Form<br><a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>                                |   |                                  |                                |
| Small Business  |  |  | LW 26 – Small Business Exemption Form (English & Spanish)<br><a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a> |   |                                  |                                |
| Governmental Entity   |  |  | NONE REQUIRED.   |   |                                  |                                |
| <b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>  |  |  |  |   |                                  |                                |
| 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="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>   |   |                                  |                                |
| 2) Subcontractor Information Form   |  |  | LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>  |   |                                  |                                |
| 3) Subcontractor Declaration of Compliance Form (retain)  |  |  | LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>   |   |                                  |                                |
| <b>SECTION V: SIGNATURE</b>   |  |  |  |   |                                  |                                |
| 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 _____                              |                                  |                                |
| <b>AWARDING DEPARTMENT USE ONLY:</b>  |  |  |  |   |                                  |                                |
| Dept: _____   |  | Dept Contact: _____                      |  | Contact Phone: _____                    |                                  | Contract #: _____              |

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

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

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

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

<sup>3</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 a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

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

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

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

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

<sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

(A) The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

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

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

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

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

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

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

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

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

<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.

# LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

## EXEMPTION THAT REQUIRES OCC APPROVAL

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

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

| TO BE FILLED OUT BY THE CONTRACTOR:  |   |
|--|---|
| 1. Company Name: _____ Phone Number: _____   |   |
| 2. Company Address: _____  |   |
| 3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Contractor:<br>_____   |   |
| 4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____  |   |
| 5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____   |   |
| SECTION I: BUSINESS INFORMATION  |   |
| CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:   |   |
| PART A   | PART B:<br>SUPPORTING DOCUMENTATION REQUIRED  |
| <input type="checkbox"/> I am a lessee or licensee beginning my first year of operation as a business.   | None Required.  |
| <input type="checkbox"/> I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.  | ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).  |
| <input type="checkbox"/> I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.   | ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.   |
| If you <b>DID NOT</b> check off ANY boxes in PART A, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b><br>If you checked off <b>ANY</b> boxes in PART A, continue to Section II.   |   |
| SECTION II: EMPLOYEE INFORMATION   |   |
| CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:  |   |
| PART C   | PART D:<br>SUPPORTING DOCUMENTATION REQUIRED  |
| <input type="checkbox"/> I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises).<br><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 for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.<br><br>OR<br>Payrolls for the nine (9) months you would like to have reviewed. |
| If you <b>DID NOT</b> check off <b>ANY</b> boxes in PART C, your company IS <b>NOT ELIGIBLE FOR AN EXEMPTION.</b><br>If you checked off <b>ANY</b> box in PART C, <b>ATTACH</b> supporting documentation, <b>SIGN</b> , AND <b>SUBMIT EXEMPTION FORM.</b>  |   |
| By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.   |   |
| Print Name of Person Completing This Form _____  | Signature of Person Completing This Form _____  |
| Title _____ Phone # _____  | Date _____  |
| ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.  |   |
| AWARDING DEPARTMENT USE ONLY:  |   |
| Dept: _____ Dept Contact: _____  | Contact Phone: _____ Contract #: _____  |
| OCC USE ONLY:  |   |
| Approved / Not Approved – Reason: _____  |   |
| By OCC Analyst: _____  | Date: _____   |



**SLAVERY DISCLOSURE AFFIDAVIT**



**SECTION R****SLAVERY DISCLOSURE ORDINANCE**

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

Bidders/Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at [www.bca.lacity.org](http://www.bca.lacity.org).

**INSTRUCTIONS:**

- a. The selected Bidder/Proposer shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

**RFP Exhibit E**

**SAMPLE CONCESSION AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF THE GREEK THEATRE  
FOOD AND BEVERAGE CONCESSION**

**Between**

**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS**

**And**

***CONCESSIONAIRE NAME***

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AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE  
GREEK THEATRE FOOD AND BEVERAGE CONCESSION

Between

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

And

*CONCESSIONAIRE NAME*

THIS Concession Agreement (hereinafter "AGREEMENT") is made and entered in this \_\_\_\_\_ day of \_\_\_\_\_, 20XX, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as the CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and *CONCESSIONAIRE NAME* (hereinafter referred to as CONCESSIONAIRE).

WHEREAS, the principal purpose of the CITY in entering into this AGREEMENT is to serve the public by providing the sale of food and beverages at the Greek Theatre Food and Beverage Concession (hereinafter "CONCESSION"); and

WHEREAS, the Department of Recreation and Parks (hereinafter "DEPARTMENT") advertised for proposals for the operation and maintenance of a food and beverage CONCESSION at the Greek Theatre; and

WHEREAS, BOARD in its capacity as the contract awarding authority for the Department, 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 the Department for the improvement, operation and maintenance of the Department's concession. To select the best proposer for this concession, the Board finds it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this Request for Proposals (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 the Department's needs and therefore opts to utilize the standard request for proposals process; and

WHEREAS, the DEPARTMENT received and carefully analyzed XX proposal(s) received on *MONTH DAY, YEAR*; and

WHEREAS, the CONCESSIONAIRE desires to secure and enter into an AGREEMENT in accordance with the foregoing and undertakes to provide services of the type and

character required therein by the CITY to meet the needs of the public at the Greek Theatre; and

WHEREAS, the BOARD, in accordance with Charter Section 1022, has found that the DEPARTMENT does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more feasible and more economical to secure these services by contract;

NOW THEREFORE, in consideration of the geographical area, as defined in Section 3 of this AGREEMENT (hereinafter "PREMISES") and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

SECTION 1. DEFINITIONS

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

AGREEMENT: This Concession Agreement consisting of forty-five (45) pages and seven (7) exhibits (A-G) attached hereto.

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners

CONCESSION: Greek Theatre Food and Beverage Concession, the permitted operation granted by this AGREEMENT

CONCESSIONAIRE: *Concessionaire Name*

DEPARTMENT: The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners.

FACILITY: The Department of Recreation and Parks facility at which the concession is permitted to operate.

GENERAL MANAGER: The General Manager of the Department of Recreation and Parks, or that person's authorized representative, acting on behalf of CITY. All actions of the GENERAL MANAGER are subject to review at the pleasure of the Board of Recreation and Park Commissioners.

LAAC: The Los Angeles Administrative Code

LAMC: The Los Angeles Municipal Code

PREMISES: The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated.

## 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, CITY hereby grants to CONCESSIONAIRE, subject to all of the terms and conditions of this AGREEMENT, the exclusive right and obligation within the CONCESSION to sell food, non-alcoholic and alcoholic beverages. Patrons will be able to order food from inside the Greek Theatre, and seating may be arranged both inside and outside of the facility. Additionally, with the expressed written consent of GENERAL MANAGER, the CONCESSIONAIRE may provide mobile food carts to sell food and non-alcoholic beverage items at the Greek Theatre. The area that comprises the CONCESSION as described in Section 3 of this Agreement, located on the PREMISES, are to be used for authorized activities of the CONCESSIONAIRE and not for any other purpose without the prior written consent of GENERAL MANAGER. The address and phone number of CONCESSIONAIRE will be shown along with the notation that all complaints regarding change, food and beverage, etc., should be referred directly to the CONCESSIONAIRE.

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 assignees, that it will not make use of the PREMISES in any manner which might interfere with other recreational uses of the FACILITY.

The CONCESSIONAIRE is granted the exclusive right to sell food, and alcoholic and non-alcoholic beverages to the general public at the CONCESSION PREMISES.

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, GENERAL MANAGER shall meet and confer with all necessary parties to determine the services to be offered or products to be sold by each, and CONCESSIONAIRE hereunder agrees thereafter to be bound by said determination.

## SECTION 3. PREMISES

The PREMISES (Exhibit A) subject to this AGREEMENT is located at: the Greek Theatre, 2700 North Vermont Avenue, Los Angeles, CA 90027.

The Concession premises are located within the Greek Theatre venue. The Concessionaire will have exclusive rights to use the following areas:

- North and South Concession Stands
- Front Plaza Area
- Upper and Lower Zeus Bars

Office and storage spaces will be provided in the basement of the Greek Theatre.

During concerts and other licensed events, the Hospitality Room and the adjacent Redwood Decks may be excluded from the food and beverage concession. Events held in the Hospitality Room and the Redwood Deck may be used by the show promoter who may bring in their own caterer. All non-concert events will use the Food and Beverage Concessionaire except for hospitality, Redwood Deck, and backstage.

Promoters will be responsible for backstage catering for the artists' entourage and crew. Unless contracted by the show promoter, the backstage catering dining and kitchen areas are excluded from this food and beverage concession.

The Department shall retain all rights to sponsorships, including non-alcoholic pouring rights, at the Greek Theatre. The successful concessionaire shall collaborate with the Department to secure and receive financial benefits from sponsorship opportunities throughout the venue.

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 one (1) year with two (2) one-year extension options exercisable at the sole discretion of the Department's General Manager and approval of Board of Recreation and Parks Commission, effective on the date of execution. Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke, or decline to exercise an option of the AGREEMENT.

#### SECTION 5. TIME OF EXECUTION

Unless otherwise provided, the AGREEMENT shall be considered executed when:

- A. Said AGREEMENT has been approved by the Council of CITY of Los Angeles, Board, officer, or employee authorized to give such approval; and,
- B. Said AGREEMENT has been signed on behalf of the CONCESSIONAIRE by the person or persons authorized to bind CONCESSIONAIRE hereto; and,
- C. Said AGREEMENT has been signed on behalf of CITY by the person or persons authorized and designated to so sign by CITY's Council, Board, officer, or employee authorized to enter into the AGREEMENT.

#### SECTION 6. REVENUE-SHARING PAYMENT

- A. As part of the consideration for CITY's granting the concession rights hereinabove set forth, CONCESSIONAIRE shall pay to CITY a monthly revenue-sharing fee of:

The greater of:

The Annual Minimum Revenue-Sharing Guarantee, as follows:

- XX% of gross receipts of all sales
- or
- XXXXXXXX Dollars (\$X,XXX,000)

Refer to SECTION 6.C for the definition of "Gross Receipts."

Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by GENERAL MANAGER or not, may result in additional charges; however, any such use without the prior written approval of the GENERAL MANAGER shall also constitute a material breach of AGREEMENT and is prohibited.

If the annual minimum revenue-sharing is not met by December 31<sup>st</sup> of each calendar year, the difference between the actual revenue-sharing payment received by the Department and the annual minimum revenue-sharing payment will be due to the Department by January 15<sup>th</sup> of the subsequent year, pro-rated as necessary for the first year of operation or fractional part thereof, and pro-rated as necessary for the final year of operation or fractional part thereof.

- B. Revenue-Sharing Payment Due  
Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous



month. The payment and Monthly Remittance Advice Form (Section 6.D) shall be addressed to:

DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Partnership and Revenue Branch/Concessions Unit  
P.O. Box 86610  
Los Angeles, California 90086-0610

C. Gross Receipts Defined

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

1. Cash discounts allowed or taken on sales;
2. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
3. California Redemption Value (CRV);
4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
5. 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;
6. 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 PREMISES;
7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. 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;
9. 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;

10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and GENERAL MANAGER, including discounts to employees, if concurred by GENERAL MANAGER;

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

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents;
  14. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to CONCESSIONAIRE by customer or purchaser;
  15. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer.
- D. Monthly Revenue-Sharing Reports:  
CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit C), for the month for which revenue-sharing payment is submitted.
- E. Late Payment Fee:  
Failure of CONCESSIONAIRE to pay any of the revenue-sharing payments or any other fees, charges, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

Without waiving any rights available at law, in equity or under the AGREEMENT, in the event of late or delinquent payments by CONCESSIONAIRE, the latter recognizes that CITY 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 CITY a late fee set forth below to compensate CITY for all expenses and/or damages and loss resulting from said late or delinquent payments.

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

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

#### SECTION 7. ADDITIONAL FEES AND CHARGES

- A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the revenue-sharing payment thereafter due hereunder, and each and every part of the same shall be and become additional revenue-sharing payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the monthly revenue-sharing payment set forth in Section 6 hereof.
- B. The charges for any late or delinquent payments shall be Fifty Dollars (\$50.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.
- C. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.

#### SECTION 8. HOURS / DAYS OF OPERATION

The Concession shall be open from:

- Concert Season: The Concession will be open a minimum of one and a half (1.5) hours before the concert and close no later than thirty (30) minutes after the concert.
- Non-concert Season: The front plaza will be open a minimum of six (6) hours for park patrons.

## SECTION 9. 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 twice a week, and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by GENERAL MANAGER. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with GENERAL MANAGER's prior written approval, an enclosed area concealing the trash storage from public view.

B. Conduct:

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

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 the aid of 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 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 of any of the above nondiscrimination covenants, with proper notification as per Section 20, 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 GENERAL MANAGER, CONCESSIONAIRE shall provide GENERAL MANAGER 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 the CITY. 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, GENERAL MANAGER may direct CONCESSIONAIRE to remove that person from the PREMISES.

3. Concession Manager:  
 CONCESSIONAIRE shall appoint, subject to written approval by GENERAL MANAGER, a Concession Manager of CONCESSIONAIRE's operations at the FACILITY. If CONCESSIONAIRE elects to subcontract the management of any or all of the CONCESSION operations to a managing entity or entities, the provisions of this section shall also apply to any such entity.

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 CONCESSION 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 business. During the days and hours established for the operation of the subject 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, GENERAL MANAGER may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. Approval of Employees, Volunteers and Subcontractors:  
 DEPARTMENT shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain DEPARTMENT's written approval of all persons operating under the authority of this AGREEMENT on the 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 the PREMISES to GENERAL MANAGER prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to GENERAL MANAGER 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 DEPARTMENT would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at the PREMISES. Each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) shall be required to fill out a form requesting the information required by Section 5164, and DEPARTMENT reserves the right to fingerprint and 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 DEPARTMENT's instruction.

F. Price Schedules and Merchandising:

1. CITY agrees that CONCESSIONAIRE'S merchandise, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by GENERAL MANAGER if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of GENERAL MANAGER. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the CITY. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide GENERAL MANAGER with a list of prices for all merchandise and services. This list shall be updated whenever prices are changed.
2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE. All merchandise kept for sale by the CONCESSIONAIRE shall be kept 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 again offer it for sale without the written approval of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.
3. CONCESSIONAIRE shall offer for sale to the public a full range of fresh and pre-packaged food items and beverages (alcoholic and non-alcoholic).
4. CONCESSIONAIRE shall sell food items and beverages from mobile food carts in the front plaza with the written approval of GENERAL MANAGER.

5. CONCESSIONAIRE shall offer for sale to the public an appropriate selection of food and refreshment items, which includes 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 Education Code (Part 27, Chapter 9, Article 2.5, Section 49431(b), Subsections 2 and 3). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs.
6. 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.
7. The sale of liquor, beer, and wine is permitted. CONCESSIONAIRE is solely responsible for obtaining all necessary licenses and permits for the sale of such items.
8. The sale of energy drinks are prohibited.
9. Concessionaire will implement the proposed plan for Food and Beverage guidelines outlined in CONCESSIONAIRE's Proposal (proposed plan will become Exhibit B to this Agreement). All food/beverage subcontractors selected by the CONCESSIONAIRE shall be subject to the approval of GENERAL MANAGER.

All merchandise 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 handled with due regard for sanitation. CONCESSIONAIRE shall comply with the Good Food Purchasing Policy.

In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All merchandise kept for sale by CONCESSIONAIRE shall be kept 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 covers, 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. CONCESSIONAIRE expressly agrees to comply with all CITY and DEPARTMENT recycling programs.
11. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.
- G. Diversion of Business:  
CONCESSIONAIRE shall not divert, cause, allow, or the AGREEMENT 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 the AGREEMENT.
- H. Equipment, Furnishings, and Expendables:  
All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property. CITY will provide a prefabricated building for use on the PREMISES. If, upon termination of the AGREEMENT, CITY does not renew said AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of thirty (30) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.
- 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 CITY, such as, but not limited to, heat exchangers, fans, controls and electric panels, installed by CITY, together with all of the fixtures, plate and mirror glass, equipment and personal property therein, in good repair and in a clean, sanitary, and orderly condition and appearance. CITY will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacements of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect not to use City-owned equipment, with prior written consent of GENERAL MANAGER.

No equipment provided by CITY shall be removed or replaced by CONCESSIONAIRE without the prior written consent of GENERAL MANAGER, and if consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.

J. Claims for Labor and Materials:

The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any CITY property (including reports, documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against CITY, and shall pay all amounts due under the Unemployment Insurance Act 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 CITY property without the prior written approval from GENERAL MANAGER. Certain signs and advertisements may also require the prior written approval of the Cultural Affairs Department or other appropriate agencies.

On signage at FACILITY, CONCESSIONAIRE shall provide credit, or as proportions of signage allow, similar credit as approved by RAP in writing.

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

RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved.

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as GENERAL MANAGER 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 the same condition as prior to the placement of any such signs or displays.

L. Utilities:

The DEPARTMENT shall be responsible for utility charges associated with the CONCESSION, with the exception of telephone, internet and trash pick-up. Charges for telephone, internet and trash pick-up shall be paid by CONCESSIONAIRE regardless of whether such utility services are furnished by CITY or by other utility service providers.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the revenue-sharing 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.

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water and electrical conservation programs.

The CONCESSIONAIRE shall reimburse the DEPARTMENT if any telephone, internet or trash pick-up charges are paid by the DEPARTMENT.

M. Vending Machines:

CONCESSIONAIRE shall not install, or allow to be installed, any vending machines, electronic games, or other coin-operated machines without prior written approval of GENERAL MANAGER. GENERAL MANAGER 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, immediately after the condition becomes known or GENERAL MANAGER notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY 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" (see SECTION 32, "NOTICES," for mailing address) (Exhibit E). If CONCESSIONAIRE fails to correct hazardous conditions specified by GENERAL MANAGER in a written notice, which have led, or in the opinion of CITY could lead, to injury, GENERAL MANAGER may, in addition to all other remedies which may be available to CITY, 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 CITY on demand.

- O. Environmental Sensitivity:  
The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.
- P. Fund Raising And/Or Special Events Activities:  
CONCESSIONAIRE will be expected to cooperate with DEPARTMENT personnel on all matters relative to the conduct of fund-raising and/or special events, as well as use of these areas by the film industry. CONCESSIONAIRE may be required to cease operations or to allow for fund-raising and/or special events at the discretion of GENERAL MANAGER.
- Q. 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 CONCESSION 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 the CONCESSIONAIRE's quiet enjoyment of the CONCESSION PREMISES, GENERAL MANAGER shall have final determination of any solution to such dispute; GENERAL MANAGER'S final determination shall be binding upon all parties in such dispute.

## R. Receipts:

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times have a sign placed 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 for this transaction is not provided, please contact Department of Recreation and Parks - Concessions Unit at (213) 202-3280."

SECTION 10. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of the 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 GENERAL MANAGER. 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:  
Subject to written approval by GENERAL MANAGER, the 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 CITY 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.).
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 GENERAL MANAGER 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, toilets, and faucets.

- B. Exterior of Premises and Common Passageways:  
CITY 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 CITY which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section.
- 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 CITY, could lead to significant damage to CITY property, GENERAL MANAGER 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 CITY on demand. If, for any reasons, payment of such fees becomes delinquent, GENERAL MANAGER 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 DEPARTMENT a "Special Occurrence and Loss Report," (Exhibit H) 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 DEPARTMENT.
- 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 CITY 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 CITY 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 CITY 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 GENERAL MANAGER 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, CITY 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 the 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 CITY 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 CITY for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying CITY revenue-sharing payment as determined above during the rebuilding of the facility.

4. Limits of CITY'S Obligation Defined:

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, 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:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such and any storage facilities or storage containers owned and/or used by CONCESSIONAIRE.

CITY shall be responsible for pest control if pests are found in or on structures or areas maintained by CITY, such as:

2. Open, unfenced areas such as those locations permitted for mobile food vending, bike rentals, coin-operated telescopes, etc.
3. Recreation centers, rental halls, and other facilities occupied in part by CONCESSIONAIRE but maintained by CITY.
4. 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 CITY.

Pest control for pests which may cause permanent structural damage to DEPARTMENT property (for example, termite infestation) shall be the responsibility of CITY. 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. GENERAL MANAGER may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

## SECTION 11. IMPROVEMENTS

CONCESSIONAIRE is not required to provide any improvements (“Improvements”). The award of the AGREEMENT shall not constitute approval to make any Improvements.

CITY 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. CITY shall not be liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.



## SECTION 12. LIABILITY

### A. Indemnification:

Except for the active negligence or willful misconduct of CITY, CONCESSIONAIRE undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of CITY's Officers, Agents, and Employees from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including CONCESSIONAIRE'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of, or incident to, the performance of this AGREEMENT on the part of CONCESSIONAIRE, its officers, agents, employees, or sub-contractor of any tier.

### B. Insurance:

#### 1. General Conditions:

CONCESSIONAIRE shall obtain and keep in force an insurance policy which covers all operations conducted pursuant to this AGREEMENT. Such insurance policy must also insure the CITY of Los Angeles and comply with the Office of the Administrative Officer's insurance requirements. See Exhibit D for insurance requirements. GENERAL MANAGER, based upon advice of the CITY'S Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving thirty (30) days' written notice to CONCESSIONAIRE.

Without limiting CONCESSIONAIRE'S indemnification of CITY, CONCESSIONAIRE shall provide and maintain at its own expense during the entire term of the AGREEMENT insurance having the limits customarily carried and actually arranged by CONCESSIONAIRE but not less than the amounts and types listed in the AGREEMENT covering its operations hereunder subject to the following conditions:

#### a. Additional Insured:

CITY, its Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation / Employer's Liability, Professional Errors and Omissions and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee As Its Interest May Appear in all required property, fidelity or surety coverages.

#### b. Insurance Requirements:

All insurance required hereunder shall conform to CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in

accordance with Los Angeles City Administrative Code Sections 11.47 through 11.56.

- c. **Primary Insurance:**  
Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.
- d. **Admitted Carrier/Licensed California Broker:**  
Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.
- e. **30-Day Notice:**  
With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty (30) days written notice by receipted delivery (e.g. certified mail-return receipt, courier) has been given to the Office of the Administrative Officer.
- f. **Prior Approval:**  
Evidence of insurance shall be submitted to and approved by the Office of the Administrative Officer prior to commencement of any work or tenancy under this AGREEMENT.
- g. **Severability of Interest:**  
Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- h. **Acceptable Evidence:**  
CONCESSIONAIRE shall submit acceptable evidence and approval of insurance in accordance with the "Instructions and Information on Complying with CITY Insurance Requirements" (Exhibit D).
- i. **Renewal:**  
Once the insurance has been approved by CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement form. If the policy or the carrier has changed, however, new evidence as specified in paragraphs a. through h. above must be submitted.
- j. **Aggregate Limits/Blanket Coverage:**

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of CONCESSIONAIRE outside this AGREEMENT, CONCESSIONAIRE shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONCESSIONAIRE'S best judgment will diminish the protection such insurance affords CITY. Further, CONCESSIONAIRE shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

2. **Self-Insurance and Self-Insured Retentions:**  
Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by CITY upon review of evidence of CONCESSIONAIRE'S financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.
3. **Modification of Coverage:**  
CITY reserves the right at any time during the term of this AGREEMENT to change the amounts and types of insurance required hereunder by giving CONCESSIONAIRE ninety (90) days advance written notice of such change. If such change should result in substantial additional cost to CONCESSIONAIRE, CITY agrees to negotiate additional compensation proportional to the increased benefit to CITY.
4. **Availability/Failure to Procure Insurance:**  
The required coverages and limits are subject to availability on the open market at reasonable cost as determined by CITY. Nonavailability or nonaffordability must be documented by a letter from CONCESSIONAIRE'S insurance broker or agent indicating a good faith insurance and showing as minimum the names of then insurance carriers and the declinations or quotations received from each.  
  
Within the foregoing constraints, CONCESSIONAIRE'S failure to procure or maintain required insurance or a self-insurance program shall constitute a material breach of contract under which GENERAL MANAGER may immediately terminate or suspend this AGREEMENT or, at its discretion, procure or renew such insurance to protect CITY's interests and pay any and all premiums in connection therewith, and recover all monies so paid from CONCESSIONAIRE.
5. **Underlying Insurance:**  
CONCESSIONAIRE shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents and subcontractor, if any, to protect

CONCESSIONAIRE'S and CITY's interest, and for ensuring that such persons comply with applicable insurance statutes. CONCESSIONAIRE is encouraged to seek professional advice in this regard.

6. Workers' Compensation:  
 CONCESSIONAIRE 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 such times as they may apply during the performance of the work of this AGREEMENT.

Any breach of this condition for insurance requirements shall be a material breach of this AGREEMENT.

### SECTION 13. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. 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;
2. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the CONCESSION operations;
3. 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 GENERAL MANAGER;
4. Overload any floor in the PREMISES;
5. 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 therefor is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to GENERAL MANAGER 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

GENERAL MANAGER, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement thereof;

6. 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 CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of GENERAL MANAGER, 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;
7. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 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 the City, State and Federal rules, regulations, ordinances and laws;
8. Allow any sale by auction upon the PREMISES;
9. Permit undue loitering on or about the PREMISES;
10. Use PREMISES in any manner will constitute waste;
11. Use or allow the PREMISES to be used for, in the opinion of GENERAL MANAGER, any improper, immoral, or unlawful purposes.

#### SECTION 14. NUMBER OF ORIGINALS

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party.

## SECTION 15. INDEPENDENT CONTRACTORS / CONSULTANTS

The CONCESSIONAIRE is acting hereunder as an independent contractor and not as an agent or employee of the CITY. The CONCESSIONAIRE shall not represent or otherwise hold itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

## SECTION 16. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide DEPARTMENT a sum equal to Three Hundred Thousand Dollars (\$300,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit:

CONCESSIONAIRE'S Deposit shall be in any one of the following forms but may not be a combination of two or more types:

1. A cash deposit made at the Cashier's window of DEPARTMENT.
  2. A cashier's check drawn on a recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.
  3. A check drawn on and certified by any recognized local bank, payable to the order of the City of Los Angeles.
- A. Agreement of Deposit and Indemnity:  
The above instruments must be accompanied by an agreement of deposit and indemnity, approved as to form and legality by the City Attorney, wherein CONCESSIONAIRE unconditionally agrees that in the event of any default, CITY shall have full power and authority to use the deposit in whole or in part to indemnify CITY. All deposits of cash or checks must be immediately so deposited by DEPARTMENT.
- B. Maintenance of Deposit:  
Said deposit shall be held by CITY 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 Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and any exit audits performed in conjunction with the AGREEMENT. The CITY reserves the right to deduct from the Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by CONCESSIONAIRE as shown by any exit audits performed by CITY, or as compensation to CITY for failure to adhere to the terms and conditions of the AGREEMENT.

## SECTION 17. 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, 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. During the entire term of the AGREEMENT, the CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.).
- D. 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 (revenue-sharing rent) 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 DEPARTMENT, 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, the CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

The charges for late or delinquent Occupancy Tax payments shall be Fifty Dollars (\$50.00) for each month late plus interest calculated at the rate of eighteen percent (18%) per annum, assessed monthly, on the balance of the unpaid amount.

## SECTION 18. 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 CITY. 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.

The CONCESSIONAIRE may not, without prior written permission of the CITY:

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

#### SECTION 19. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) 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 GENERAL MANAGER, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.

- A. **Employee Fidelity Bonds:**  
At GENERAL MANAGER'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 GENERAL MANAGER, 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 GENERAL MANAGER 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 business 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 CITY, in its sole discretion, deems necessary for proper reporting of receipts.

C. Method of Recording Gross Receipts:

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall obtain and install a cash register(s) on which it shall record all gross sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape. CONCESSIONAIRE shall not purchase or install the cash register before obtaining GENERAL MANAGER's written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public.

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of 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 computerized Point-of-Sale system, including hardware and software, before obtaining GENERAL MANAGER's written approval of the specific hardware and software to be purchased.

- 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 GENERAL MANAGER, 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 GENERAL MANAGER or his designee, provided sufficient verification of the need for the extension is provided, as accepted by GENERAL MANAGER. The charge for late or delinquent Profit and Loss Statements shall be Fifty Dollars (\$50.00) per month or part thereof late.

In addition, CITY 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 CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay CITY within thirty (30) days after billing any additional revenue-sharing payments 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 20. 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. The operations conducted by CONCESSIONAIRE pursuant to the AGREEMENT shall be subject to:
1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the CONCESSION;
  2. Any and all orders, directions or conditions issued, given, or imposed by GENERAL MANAGER 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 City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the 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 GENERAL MANAGER and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or GENERAL MANAGER.

D. Right of Inspection:

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

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

E. Control of Premises:

CITY 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 said CITY. Such determination shall not be unreasonable and

shall take into account the business considerations presented by CONCESSIONAIRE.

- F. Americans with Disabilities Act:  
The CONCESSIONAIRE shall comply with the Americans with Disabilities Act 42 U.S.C. Section 12101 et seq., and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act which is attached to AGREEMENT and incorporated herein by this reference.
- G. Child Support Ordinance:  
The AGREEMENT is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the LAAC, Child Support Assignment Orders Ordinance. CONCESSIONAIRE is required to complete a Certification of Compliance with Child Support obligations which is attached to the AGREEMENT and incorporated herein by this reference. Pursuant to this ordinance, CONCESSIONAIRE shall (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of CONCESSIONAIRE are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq.; and (4) maintain such compliance throughout the term of this AGREEMENT.
- H. 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, if any. CONCESSIONAIRE certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. CONCESSIONAIRE shall not change any of these designated subconsultants 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.
- I. Living Wage Ordinance/Service Contract Worker Retention Ordinance:  
The CONCESSIONAIRE must comply with City Ordinance 172336 (Living Wage Ordinance), unless exempted in accordance with such ordinance. The Living Wage Ordinance requires in part that nothing less than a prescribed minimum level of compensation (a "living wage") be paid to employees of service contractors of the CITY and its financial assistance recipients and to employees of such recipients. Under Section 10.37.2 of the Ordinance, CONCESSIONAIRE shall pay service employees who spend any of their time on CITY contracts a wage of no less than the hourly rates set under the authority of the Living Wage Ordinance (LWO). Such rates shall be adjusted annually to correspond with adjustments, if any, to retirement benefits paid to members of the Los Angeles City Employees' Retirement System.

CONCESSIONAIRE must also comply with the Service Contract Worker Retention Ordinance (SCWRO), adopted through Ordinance 171004. This Ordinance requires CONCESSIONAIRE to retain all employees from the previous contractor/concessionaire for a period of ninety (90) days, and must continue to retain those satisfactory performing employees.

- J. Contractor Responsibility Ordinance:  
Every Request for Proposals, Request for Bid, Request for Qualifications, or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the LAAC, unless exempt pursuant to the provisions of the Ordinance.
- K. Equal Benefits Ordinance:  
Section 10.8.2.1 (c) of the LAAC (Equal Benefits Ordinance) requires that every contract with or on behalf of the City of Los Angeles for which the consideration is in excess of the Five Thousand Dollars (\$5,000.00) must incorporate the Equal Benefits Provisions.
- L. Contractor Evaluation Ordinance:  
At the end of the AGREEMENT, the CITY will conduct an evaluation of the CONCESSIONAIRE's performance. The CITY may also conduct evaluations of the CONCESSIONAIRE's performance during the term of the AGREEMENT. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of the work product or service performed, the timeliness of performance, financial issues, and the expertise of personnel that the CONCESSIONAIRE assigns to the AGREEMENT. A CONCESSIONAIRE who receives a "Marginal" or "Unsatisfactory" rating will be provided with a copy of the final CITY evaluation and allowed fourteen (14) calendar days to respond. The CITY will use the final CITY evaluation, and any response from the CONCESSIONAIRE, to evaluate proposals and to conduct reference checks when awarding other service contracts.
- M. Slavery Disclosure Ordinance:  
Unless otherwise exempt in accordance with the provisions of this Ordinance, the AGREEMENT is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time. CONCESSIONAIRE certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of the AGREEMENT.
- N. 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 Agreement, 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, the 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 the 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 the 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 the 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.

- O. Compliance With Los Angeles City Charter Section 470(c)(12) (Measure H): The CONCESSIONAIRE, Subcontractors, and their Principals are obligated to fully comply with Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office if the contract is valued at One Hundred Thousand Dollars (\$100,000.00) or more and requires approval of a CITY elected official. Additionally, CONCESSIONAIRE is required to provide and update certain information to CITY as specified by law. Any CONCESSIONAIRE subject to Charter Section 470(c)(12) shall include the following notice in any contract with a subcontractor expected to receive at least One Hundred Thousand Dollars (\$100,000.00) for performance under this contract:

“Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles Concession Agreement No. \_\_\_\_\_. Pursuant to CITY Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the 12 month time period. Subcontractor's information included must be provided to contractor within 5 business days. Failure to comply may result in termination of contract or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.”

CONCESSIONAIRE, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle CITY to terminate this AGREEMENT and pursue any and all legal remedies that may be available.

## SECTION 21. TERMINATION

- A. By CITY:  
CITY shall have the right, via a thirty (30) day written notice, to terminate the AGREEMENT in its entirety and all rights ensuing therefrom as provided by applicable law if any one or more of the following events occur:

1. CONCESSIONAIRE fails to keep, perform and observe any promise, covenant and condition set forth in the AGREEMENT on its part to be kept, performed or observed after receipt of written notice of default from GENERAL MANAGER, except where fulfillment of CONCESSIONAIRE'S obligation requires activity over a period of time and CONCESSIONAIRE has commenced to perform whatever may be required within ten (10) days after receipt of such notice and continues such performance diligently and without interruption except for causes beyond its control;
2. The interest of CONCESSIONAIRE under the AGREEMENT is assigned, transferred, passes to or devolves upon, by operation of law or otherwise, any other person, firm or corporation without the written consent of GENERAL MANAGER;
3. CONCESSIONAIRE becomes, without the prior, written approval of GENERAL MANAGER a successor or merged corporation in a merger, a constituent corporation in a consolidation or a corporation in dissolution;
4. The levy of any attachment or execution, or the appointment of any receiver, or the execution of any other process of any court of competent jurisdiction which is not vacated, dismissed or set aside within a period of ten (10) days and which does, or as a direct consequence of such process will, interfere with CONCESSIONAIRE'S use of the PREMISES or with its operations under the AGREEMENT;
5. CONCESSIONAIRE becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or a petition or answer seeking an arrangement for its reorganization, or the arrangement for its reorganization, or the readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States, or of any state law, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property or its property located within the CONCESSION areas;
6. By order or decree of court, CONCESSIONAIRE is adjudged bankrupt, or an order is made approving a petition filed by any of the creditors or stockholders of CONCESSIONAIRE seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws, or under any law or statute of the United States, or any state thereof;
7. A petition under any part of the federal bankruptcy laws, or an action under any present or future solvency law or statute is filed against CONCESSIONAIRE and is not dismissed within one hundred twenty (120) days;



8. By or pursuant to, or under authority of, any legislative act, resolution or rule, order or decree of any court, governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONCESSIONAIRE;
9. Cessation or deterioration of service for any period which, in the opinion of GENERAL MANAGER, materially and adversely affects the operation or service required to be performed by CONCESSIONAIRE under the AGREEMENT;
10. Any lien is filed against the PREMISES because of any act or omission of CONCESSIONAIRE and such lien is not removed, enjoined or a bond for satisfaction of such lien is not posted within ten (10) days;
11. CONCESSIONAIRE voluntarily abandons, deserts, vacates or discontinues its operation of the business herein authorized; or
12. CONCESSIONAIRE fails to use the PREMISES or any substantial portion thereof for a period of thirty (30) consecutive days unless CONCESSIONAIRE, prior to the expiration of any such period of thirty (30) consecutive days, notifies GENERAL MANAGER in writing such that non-use is temporary and obtains written consent of GENERAL MANAGER to such non-use.

No acceptance by CITY of the revenue-sharing payment or other payments specified herein, in whole or in part, and for any period, after a default of any of the terms, covenants and conditions to be performed, kept or observed by CONCESSIONAIRE, other than the default in the payment thereof, shall be deemed a waiver of any right on the part of CITY including the right to terminate the AGREEMENT on account of such default.

- B. CITY'S Right of Re-entry:  
CITY shall, as an additional remedy, upon the giving of written notice of termination as above provided, have the right to reenter the PREMISES and every part thereof on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise. Such reentry, however, shall not in any manner affect, alter or diminish any of the obligations of the CONCESSIONAIRE under the AGREEMENT.
- C. Additional Rights of CITY:  
CITY, upon termination of the AGREEMENT, or upon reentry, regaining, or resumption of possession of the PREMISES, may occupy said PREMISES and shall have the right to permit any person, firm or corporation to enter upon the PREMISES and use the same. Such occupation by others may be of only a part

of the PREMISES, or the whole thereof or a part thereof together with other space, and for a period of time the same as or different from the balance of the term remaining hereunder, and on terms and conditions the same as or different from those set forth in the AGREEMENT.

D. Survival of CONCESSIONAIRE'S Obligations:

In the event the AGREEMENT is terminated by CITY, or in the event CITY reenters, regains, or resumes possession of the PREMISES, all of the obligations of CONCESSIONAIRE hereunder shall survive and shall remain in full force and effect for the full term of the AGREEMENT. Subject to CITY'S obligation to mitigate damages, the amount of the revenue-sharing payment shall become due and payable to CITY to the same extent, at the same time and in the same manner as if no termination, reentry, regaining or resumption of possession had taken place. CITY may maintain separate actions to recover any monies then due, or at its option and at any time, may sue to recover the full deficiency.

The amount of damages for the period of time subsequent to termination, reentry, regaining or resumption of possession, subject to an offset for any revenue-sharing payment received by CITY from a succeeding CONCESSIONAIRE, shall be the amount of revenue-sharing otherwise due until the end of the term of the AGREEMENT.

The damages specified above shall not affect or be construed to affect CITY'S right to such damages in the event of termination, reentry, regaining or resumption of possession where CONCESSIONAIRE has not received any actual gross receipts under the AGREEMENT.

E. Waiver of Redemption and Damages:

CONCESSIONAIRE hereby waives any and all rights of redemption granted by or under any present or future law or statute in the event it is dispossessed for any cause, or in the event CITY obtains or retains possession of the PREMISES in any lawful manner. CONCESSIONAIRE further agrees that in the event the manner or method employed by CITY in reentering or regaining possession of the PREMISES gives rise to a cause of action in CONCESSIONAIRE in forcible entry and detailed under the laws of the State of California, the total amount of damages to which CONCESSIONAIRE shall be entitled in any such action shall be the sum of One Dollar (\$1.00), and CONCESSIONAIRE agrees that this provision may be filed in any such action as its stipulation fixing the amount of damages to which it is entitled.

F. By CONCESSIONAIRE:

The AGREEMENT may be terminated by CONCESSIONAIRE, via a thirty (30)-day written notice, upon the occurrence of one or more of the following events:

1. The permanent abandonment by DEPARTMENT of the FACILITY or the permanent removal of all DEPARTMENT services from the FACILITY;

2. The lawful assumption by the United States Government, 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;
3. The complete destruction of all or a substantial portion of the PREMISES from a cause other than the negligence or omission to act of CONCESSIONAIRE, its agents, officers, or employees, and the failure of CITY to repair or reconstruct said PREMISES;
4. Any exercise of authority under the AGREEMENT which so interferes with CONCESSIONAIRE'S use and enjoyment of the PREMISES as to constitute a termination, in whole or in part, of the AGREEMENT by operation of law in accordance with the laws of the State of California; or
5. The default by CITY in the performance of any covenant or agreement herein required to be performed by CITY and the failure of CITY to remedy such default for a period of thirty (30) days after receipt from CONCESSIONAIRE of written notice to do so.

## SECTION 22. SURRENDER OF POSSESSION

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to CITY 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 CITY, 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 CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY 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 CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and restoration. GENERAL MANAGER may at his option accept all or a portion of the works, structures, or other improvements on behalf of CITY in lieu of all or a portion of the removal or restoration required herein.

### SECTION 23. WAIVER

A waiver of a default of any part, term, or provision of the AGREEMENT 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.

### SECTION 24. CONDITIONS AND COVENANTS

Each covenant herein is a condition, and each condition herein is as well a covenant by the parties bound thereby, unless waived in writing by the parties hereto.

### SECTION 25. FORCE MAJEURE

Neither party hereto shall be liable to the other for any failure, delay, or interruption in the performance of any of the terms, covenants or conditions of the AGREEMENT due to causes beyond the control of that party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, landslides, acts of the public enemy, acts of superior governmental authority, floods, fires, riots, rebellion, sabotage, or any other circumstance for which such party is not responsible and which is not in its power to control.

### SECTION 26. REMEDIES ARE NON-EXCLUSIVE

No right, power, remedy, or privilege of CITY shall be construed as being exhausted or discharged by the exercise thereof in one or more instances. It is agreed that each and all of said rights, powers, remedies, or privileges shall be deemed cumulative and additional and not in lieu or exclusive of each other or of any other remedy available to CITY at law or in equity.

### SECTION 27. AGREEMENT BINDING UPON SUCCESSORS

The AGREEMENT shall be binding upon and shall inure to the benefit of the successors, heirs, executors, administrators, and assigns of the parties hereto. The term "CONCESSIONAIRE" shall include any assignee of CONCESSIONAIRE under any assignment permitted and approved by GENERAL MANAGER.

### SECTION 28. LAW OF CALIFORNIA APPLIES

The AGREEMENT shall be enforced and interpreted under the laws of the State of California.

### SECTION 29. AGENT FOR SERVICE OF PROCESS

It is expressly agreed and understood that if CONCESSIONAIRE is not a resident of the State of California, or is a partnership or joint venture without a partner or member

resident in said State, or is a foreign corporation, then in any such event CONCESSIONAIRE does designate the Secretary of State, State of California, its agent for the purpose of service of process in any court action between it and CITY arising out of or based upon the AGREEMENT, and the service shall be made as provided by the laws of the State of California for service upon a non-resident. It is further expressly agreed, covenanted and stipulated that if, for any reason, service of such process is not possible, as an alternative method of service of process, CONCESSIONAIRE may be personally served with such process out of this State by mailing, by registered or certified mail, the complaint and process to CONCESSIONAIRE at the address set out hereafter in the AGREEMENT, and that such service shall constitute valid service upon CONCESSIONAIRE as of the date of mailing, and CONCESSIONAIRE shall have thirty (30) days from the date of mailing to respond thereto. It is further expressly agreed that CONCESSIONAIRE is amenable, and hereby agrees, to the process so served, submits to the jurisdiction and waives any and all objection and protest thereto, any laws to the contrary notwithstanding.

### SECTION 30. VENUE

Venue of any action brought under the AGREEMENT shall lie in Los Angeles County.

### SECTION 31. WAIVER OF CLAIMS

CONCESSIONAIRE hereby waives any claim against CITY, its officers, agents, or employees, for loss of anticipated profits caused by any suit or proceeding directly or indirectly attacking the validity of the AGREEMENT or any part hereof, or by any judgment or award in any suit or proceeding declaring the AGREEMENT null, void or voidable, or delaying the same, or any part hereof, from being carried out.

### SECTION 32. NOTICES

#### A. To CITY:

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks  
Attention: Partnership and Revenue Branch/Concessions Unit  
P. O. Box 86610  
Los Angeles, California 90086-0610

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.

CITY 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 GENERAL MANAGER 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 the 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. Service in such manner by registered or certified mail shall be effective upon receipt.

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

*CONCESSIONAIRE NAME  
Attention: CONCESSION MANAGER  
STREET ADDRESS  
CITY, STATE ZIP*

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

**SECTION 33. INTERPRETATION**

The language of the AGREEMENT shall be construed according to its fair meaning and not strictly for or against either CITY or CONCESSIONAIRE.

The section headings appearing herein are for the convenience of CITY and CONCESSIONAIRE, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the AGREEMENT.

If any provision of the AGREEMENT is determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of the AGREEMENT, and all such other provisions shall remain in full force and effect; and it is the intention of the parties hereto that if any provision of the AGREEMENT is capable of two constructions, one of which render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

The use of any gender herein shall include all genders and the use of any number shall be construed as the singular or the plural, all as the context may require.

**SECTION 34. AGREEMENT CONTAINS ENTIRE AGREEMENT**

The provisions of the AGREEMENT contain the entire AGREEMENT between the parties hereto and said AGREEMENT may not be changed or modified in any manner

except by formal, written amendment fully executed by both CITY and CONCESSIONAIRE.

SECTION 35. TIME OF THE ESSENCE

Time is of the essence for all provisions of the AGREEMENT.

SECTION 36. ACCEPTANCE OF PREMISES

CONCESSIONAIRE has inspected the PREMISES and agrees that they are suitable for the uses permitted herein. No officer or employee of CITY has made any representation or warranty with respect to the PREMISES except as described in writing.

SECTION 37. 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. Greek Theatre Premises Map
- B. Proposal in Response to RFP No. CON-XXX-XXX
- C. Remittance Advice Form
- D. Insurance Requirements Form
- E. Form General No. 87 "Non-Employee Accident or Illness Report"
- F. Special Occurrence and Loss Report
- G. Standard Provisions for City Contracts (Rev. 3/09)

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, and Exhibit G.

(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 Board of Recreation and Park Commissioners, 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 its BOARD OF RECREATION AND PARK COMMISSIONERS

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

President

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Secretary

CONCESSIONAIRE NAME

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Title: \_\_\_\_\_

BTRC: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL N. FEUER, City Attorney

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

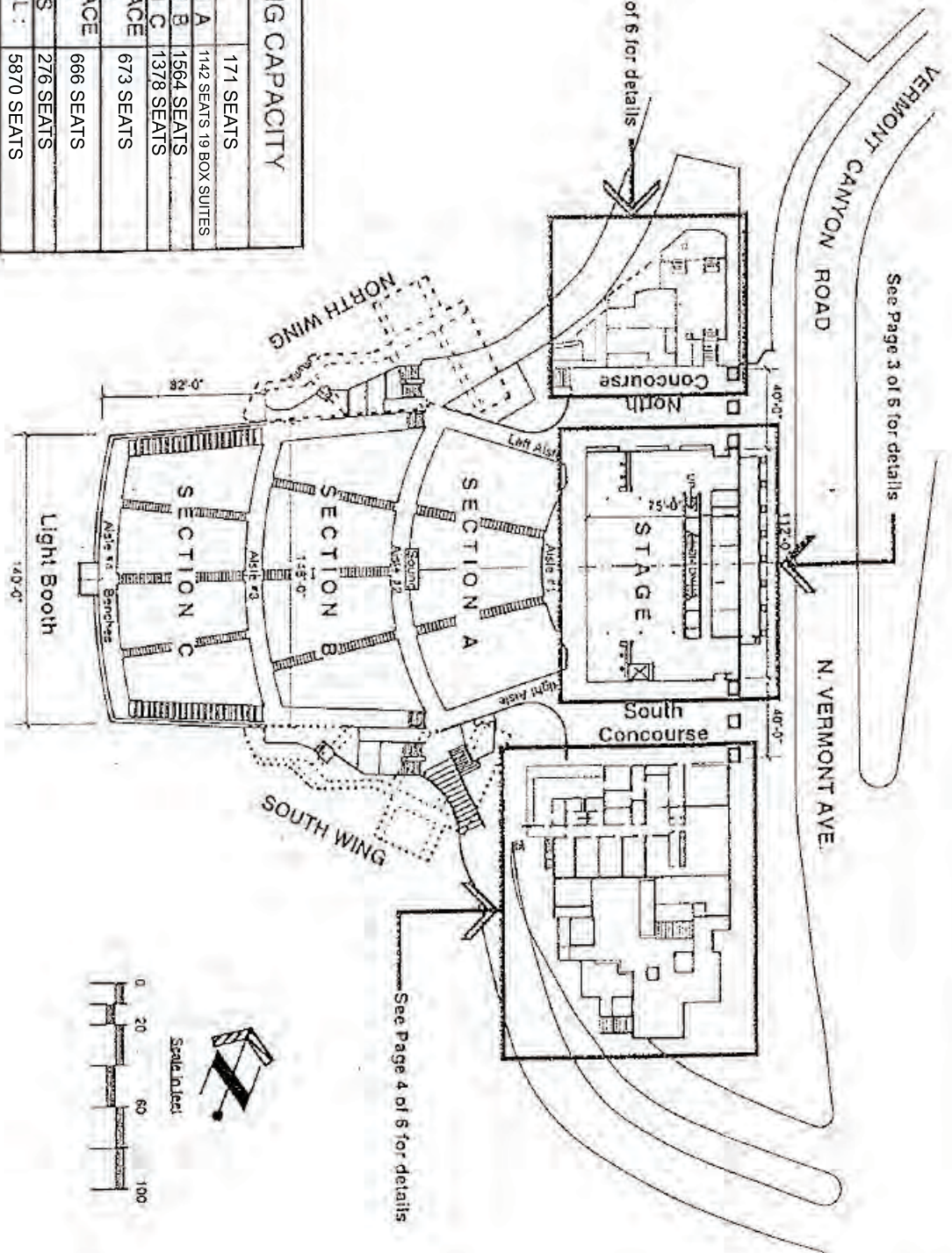
Deputy City Attorney

Concession Agreement Number: \_\_\_\_\_

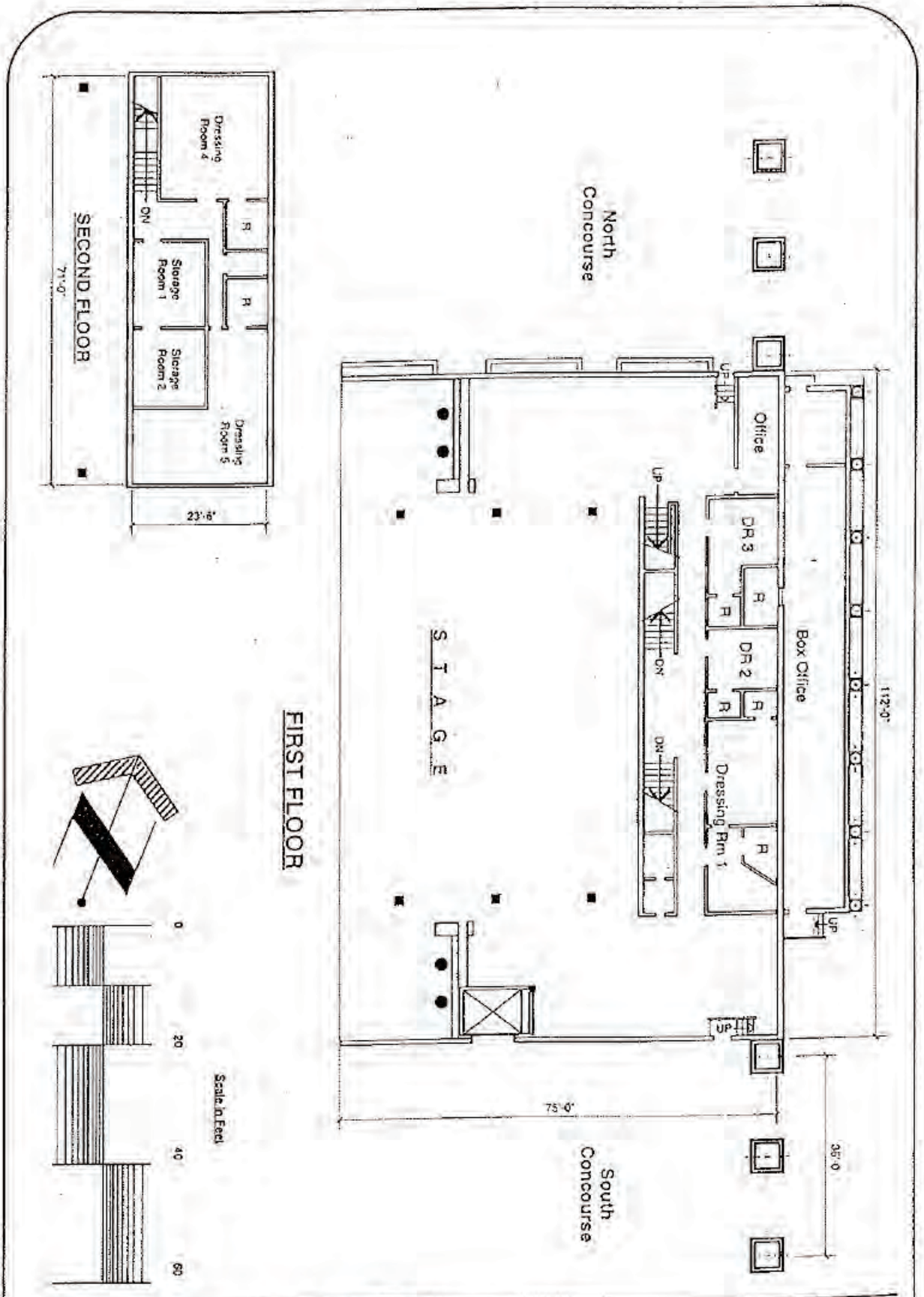




| SEATING CAPACITY     |                          |
|----------------------|--------------------------|
| PIT                  | 171 SEATS                |
| SECTION A            | 1142 SEATS 19 BOX SUITES |
| SECTION B            | 1564 SEATS               |
| SECTION C            | 1378 SEATS               |
| N. TERRACE (N. Wing) | 673 SEATS                |
| S. TERRACE (S. Wing) | 666 SEATS                |
| BENCHES              | 276 SEATS                |
| TOTAL:               | 5870 SEATS               |



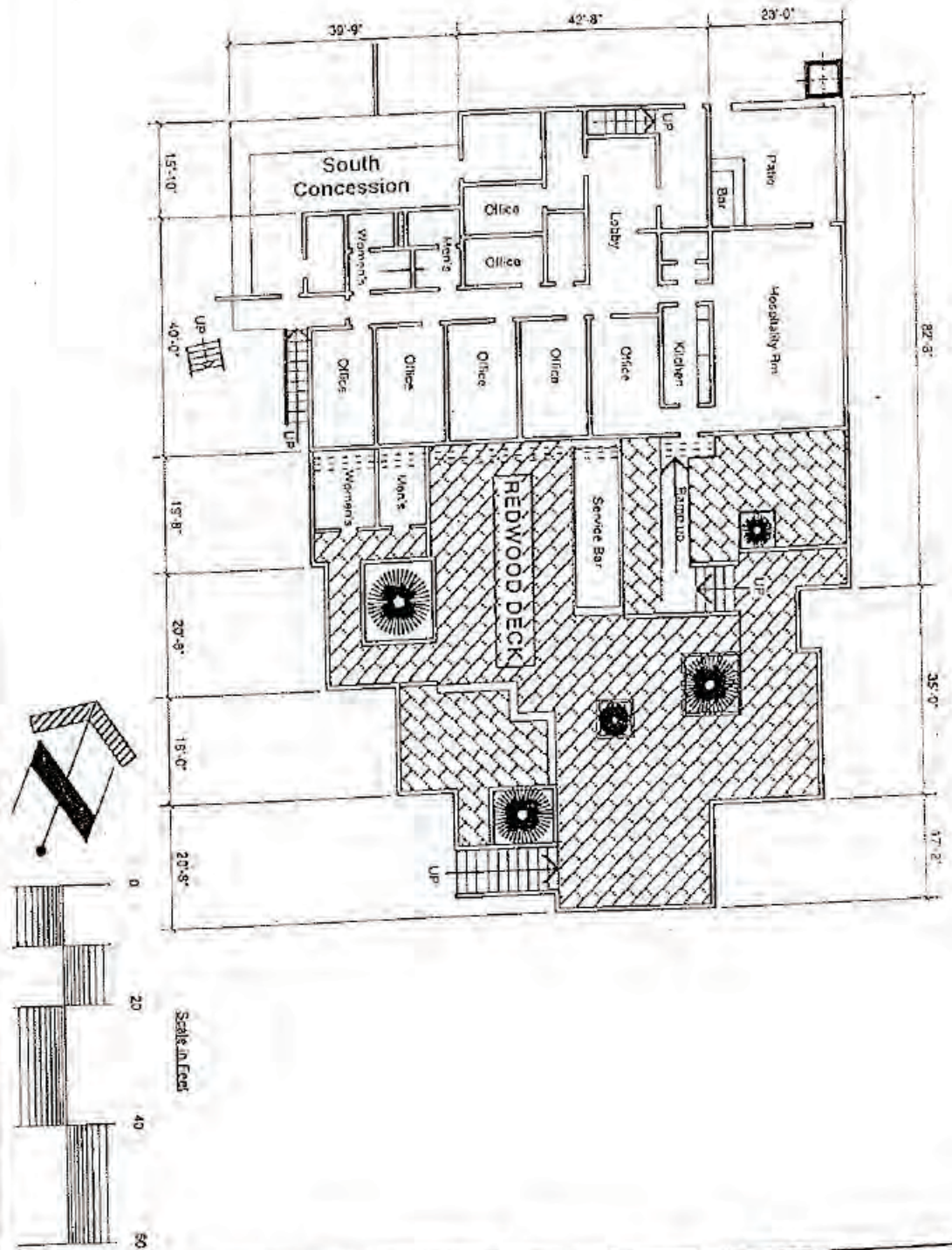
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR PLAN**



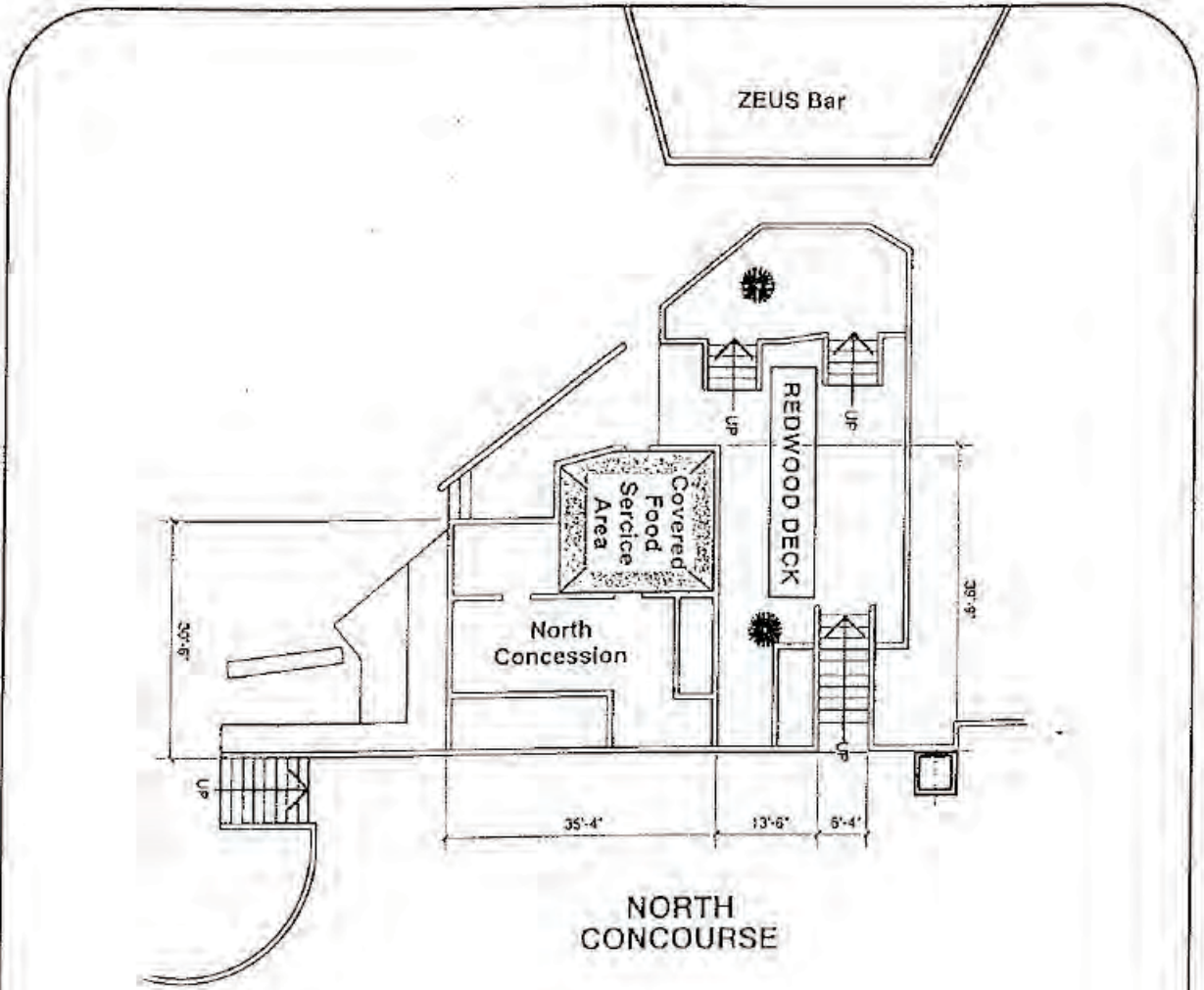
**GRIFFITH PARK GREEN THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR (STAGE) AND SECOND FLOOR**

Department of Recreation & Parks, Design Division, HB 09/15/98, Rev. 05/20/14

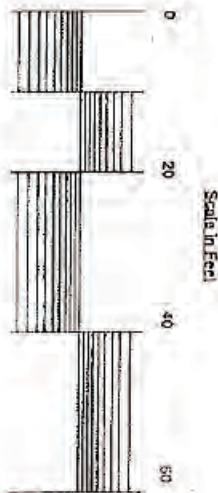
# SOUTH CONCOURSE



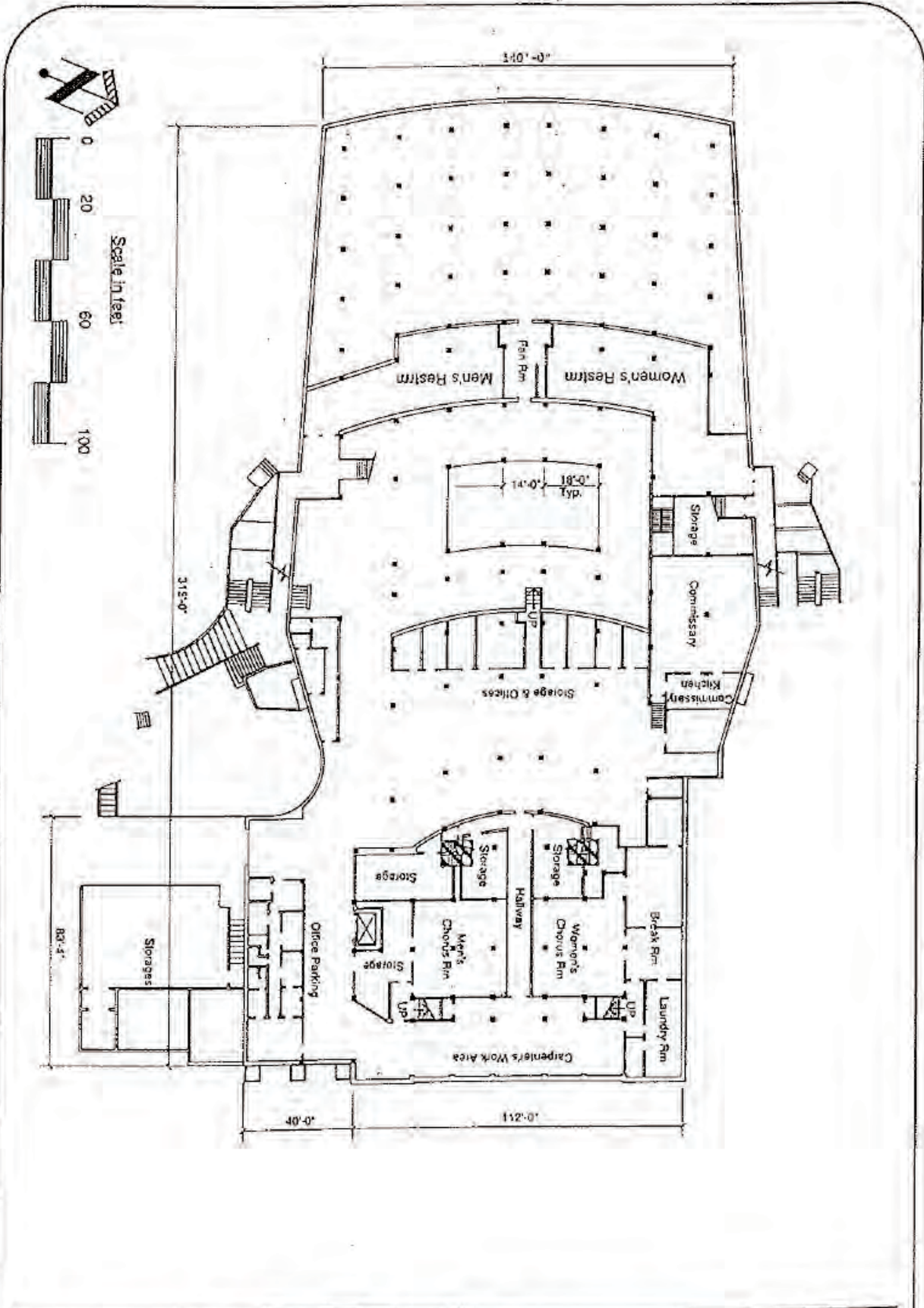
**GRIFFITH PARK GREEN THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / SOUTH WING**



NORTH  
CONCOURSE



**GRIFFITH PARK GREEK THEATRE CONCESSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**FIRST FLOOR / NORTH WING**

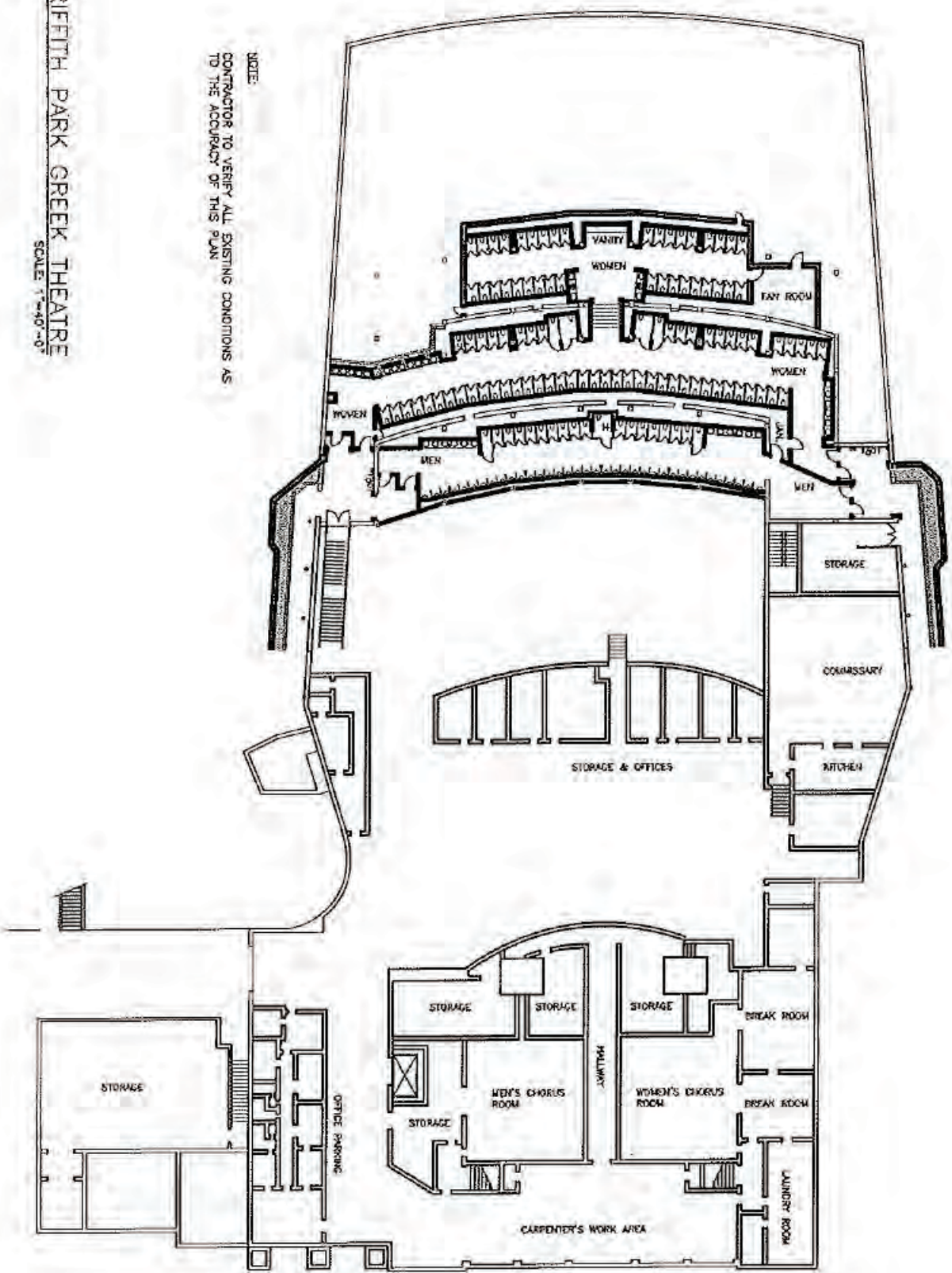


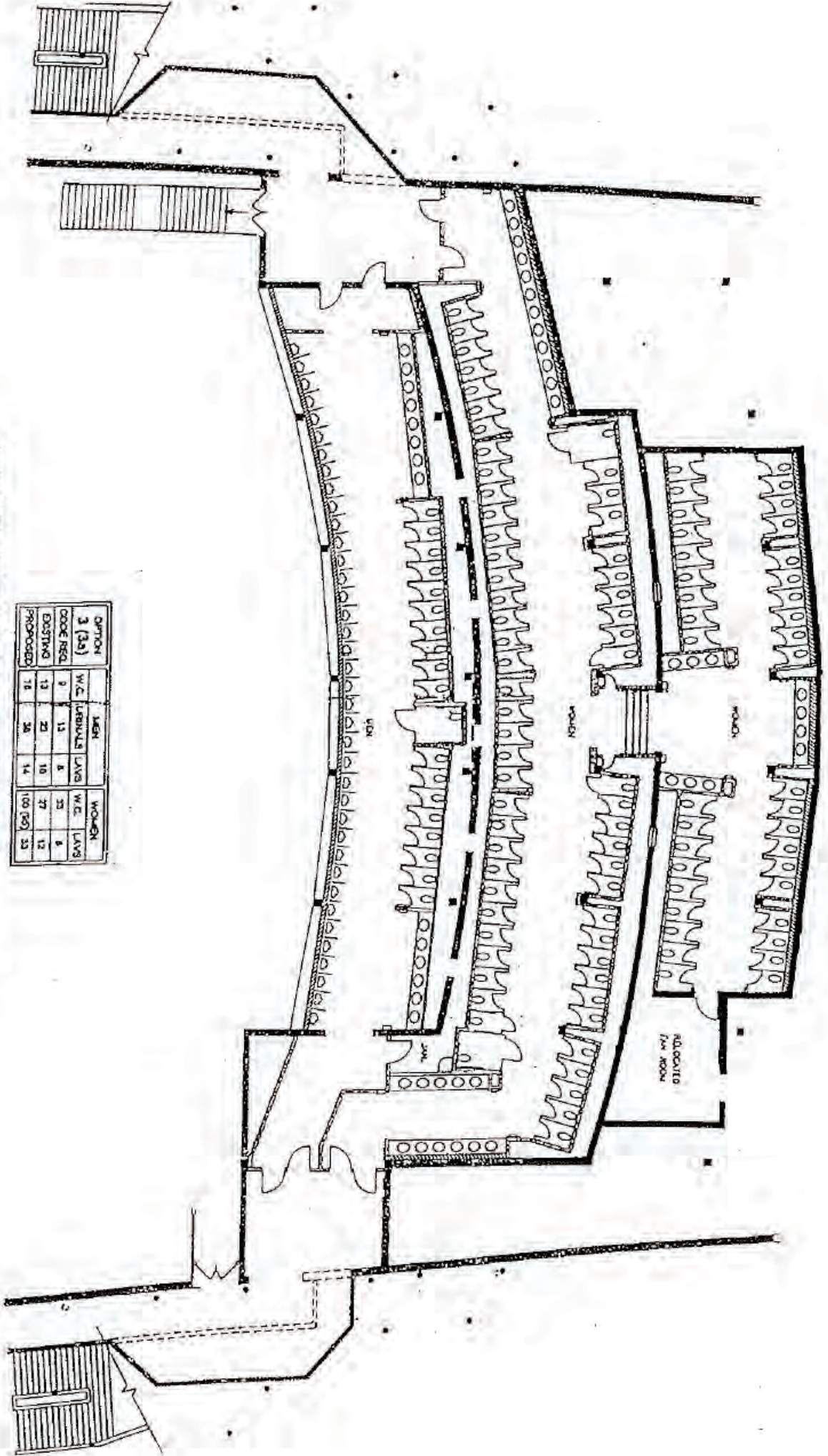
**GRIFFITH PARK GREEK THEATRE CONCESSION**  
**2700 North Vermont Avenue, Los Angeles, CA 90027**  
**BASEMENT PLAN**

|             |  |                                      |                          |
|-------------|--|--------------------------------------|--------------------------|
| PROJECT NO. | SHEET TITLE                            | DESIGNED BY                          | CHECKED BY               |
| FIELD NO.   | PROJECT                                | DIRECTION OF PLUMBING & CONSTRUCTION | DATE                     |
| WGET NO.    | FACILITY ADDRESS                       | CONTRACT ADMINISTRATION              | BY DATE                  |
|             | 2700 NORTH VERMONT AVE. L.A., CA 90027 |                                      | 03/20/14                 |
|             |  |                                      | W. J. & S. J. ARCHITECTS |

GRIFFITH PARK GREEK THEATRE  
SCALE: 1/8"=1'-0"

NOTE:  
CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS AS TO THE ACCURACY OF THIS PLAN





| OPTION    | MEN  |         | WOMEN |         |
|-----------|------|---------|-------|---------|
|           | W.C. | URINALS | W.C.  | URINALS |
| 3 (2a)    | 2    | 12      | 23    | 8       |
| CODE REQ. | 12   | 23      | 27    | 12      |
| EXISTING  | 18   | 24      | 14    | 23      |
| PROPOSED  | 18   | 24      | 14    | 23      |

**GRIFFITH PARK GREEK THEATRE COMMISSION**  
 2700 North Vermont Avenue, Los Angeles, CA 90027  
**MEN'S & WOMEN'S RESTROOMS**  
 Rev 05/20/14



# Exhibit B of Concession Agreement

Proposal in Response to  
RFP No. CON-XXX-XXX  
With Good Food Policy Pledge  
  
(to be submitted by Proposer)

## CONCESSION AGREEMENT EXHIBIT C

**CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
Attn: Concessions Unit  
P.O. Box 86610  
Los Angeles, CA 90086**

**REMITTANCE ADVICE FORM  
GREEK THEATRE FOOD AND BEVERAGE CONCESSION  
NAME OF CONCESSIONAIRE**

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

| CATEGORY                   | GROSS SALES | SALES TAX | NET SALES | RENTAL RATE | AMOUNT DUE            |
|----------------------------|-------------|-----------|-----------|-------------|-----------------------|
| FOOD:                      | _____       | _____     | _____     | XX%         | #VALUE!               |
| NON-ALC BEVERAGES:         | _____       | _____     | _____     | XX%         | #VALUE!               |
| ALCOHOLIC BEVERAGES:       | _____       | _____     | _____     | XX%         | #VALUE!               |
| OTHER:                     | _____       | _____     | _____     | XX%         | #VALUE!               |
| <b>SUB-TOTAL RENT DUE:</b> |             |           |           |             | <u><u>#VALUE!</u></u> |

LATE RENT FEE: All payments are due by the 15th for the previous month. \$ -

OCCUPANCY TAX: Paid Quarterly (April / July / October / January) for preceeding three months at \$1.48 per \$1,000 or fraction thereof of rent paid) \$ -

LATE OCCUPANCY TAX FEE: Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months. \$ -

**SUB-TOTAL DUE:** #VALUE!

ADJUSTMENTS\*: Explain: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ \$ -

\*NOTE: All amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** #VALUE!

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

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

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

## Required Insurance and Minimum Limits

Name: Greek Theatre Food & Beverage Concession RFP

Date: 04/08/2015

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

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

Limits

**Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

|  |    |                    |
|--|----|--------------------|
|  | WC | <u>Statutory</u>   |
|  | EL | <u>\$1,000,000</u> |

Waiver of Subrogation in favor of City
  Longshore & Harbor Workers  
 Jones Act

**General Liability** \$5,000,000

Products/Completed Operations
  Sexual Misconduct \_\_\_\_\_  
 Fire Legal Liability \$100,000  
 Liquor Liability \$1,000,000  
 Rental Interruption 180 days

**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) \_\_\_\_\_

|  |   |
|--|---|
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood _____       | <input type="checkbox"/> Builder's Risk       |
| <input type="checkbox"/> Earthquake _____  | <input type="checkbox"/> _____                |

**Pollution Liability** \_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**<sup>®</sup> at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

City of Los Angeles

ORIG.—City Attorney  
 DUP.—Safety Engineer  
 TRIP.—Department

**NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT**

DEPARTMENT REPORTING

**INSTRUCTIONS:** All accidents, illnesses or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

**PART I — PERSONAL DATA**

|   |  |                  |   |  |  |               |
|---|--|------------------|---|--|--|---------------|
| 1. NAME (OF PERSON INJURED) (Last) (First) (MI)                 |  |                  | 2a. HOME ADDRESS (Street) (City) (Zone)     |  |  | 3a. PHONE NO. |
|   |  |                  | 2b. BUSINESS ADDRESS (Street) (City) (Zone) |  |  | 3b. PHONE NO. |
| 4. SEX<br><input type="checkbox"/> M <input type="checkbox"/> F |  | 5. DATE OF BIRTH | 6. IF MINOR, NAME OF PARENT OR GUARDIAN     |  |  | 7. PHONE NO.  |

**PART II — ACCIDENT/INJURY**

|   |                         |  |  |   |  |  |
|---|-------------------------|--|--|---|--|--|
| 8. DATE   | 9. TIME<br>A.M.<br>P.M. | 10. LOCATION OF PUBLIC PROPERTY INVOLVED |  |   | 11. WAS FIRST AID GIVEN?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |  |
| 12. FIRST AID GIVEN BY (NAME)                                     |                         | (ADDRESS)                                |  |   | (PHONE NO.)  |  |
| 13. PHYSICIAN/HOSPITAL INJURED TAKEN TO                           |                         | (ADDRESS)                                |  |   | (PHONE NO.)  |  |
| 14. NATURE OF INJURIES (BE SPECIFIC)                              |                         |  |  |   |  |  |
| 15. DESCRIBE ACCIDENT (IN DETAIL)                                 |                         |  |  |   |  |  |
| 16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY |                         |  |  | 17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT? |  |  |

**PART III — WITNESSES**

| 18. NAME (Last) (First) (MI) | 19. ADDRESS (Street) (City) (Zone) | 20. PHONE NO. | CITY EMPLOYEE<br><input type="checkbox"/> YES <input type="checkbox"/> NO |
|------------------------------|------------------------------------|---------------|---|
| a.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| b.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| c.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |
| d.                           |                                    |               | <input type="checkbox"/> YES <input type="checkbox"/> NO                  |

**PART IV — STATEMENT OF INJURED PARTY OR WITNESS**

|     |  |  |
|-----|--|--|
| 21. |  |  |
|-----|--|--|

**PART V — EMPLOYEE FILING REPORT**

|                       |               |          |
|-----------------------|---------------|----------|
| 22. NAME AND POSITION | 23. SIGNATURE | 24. DATE |
|-----------------------|---------------|----------|

**SPECIAL OCCURRENCE AND LOSS REPORT**

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

| 1. NAME OF FACILITY  |                                     |                             |                                 |               | DATE OF OCCURRENCE                     |                                  | TIME:                    |       | A.M.                | P.M. |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|--|-------------------------------------|-----------------------------|---------------------------------|---------------|--|----------------------------------|--------------------------|-------|---------------------|------|----------|-------------------------------------|-----------|------------|---------------|----------|--|--|--|--|--|--|--|---|---|---|--|--|--|--|--|--------------------------|--------------------------|--------------------------|--|--|--|--|--|--------------------------|--------------------------|--------------------------|--|--|--|--|--|--------------------------|--------------------------|--------------------------|--|--|--|--|--|--------------------------|--------------------------|--------------------------|
| 2. SUBJECT OF REPORT   |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 3. EXACT LOCATION OF OCCURRENCE  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 5.   |                                     |                             |                                 |               |  |                                  |                          |       | ESTIMATE OF DAMAGES |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 6. LIST STOLEN ITEMS, IF ANY. (EXCEPT CASH)  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">QUANTITY</th> <th style="width:45%;">TYPE OF ITEM OR EQUIPMENT, DESCRIBE</th> <th style="width:10%;">DEPT. NO.</th> <th style="width:10%;">SERIAL NO.</th> <th style="width:15%;">APPROX. VALUE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      | QUANTITY | TYPE OF ITEM OR EQUIPMENT, DESCRIBE | DEPT. NO. | SERIAL NO. | APPROX. VALUE |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| QUANTITY   | TYPE OF ITEM OR EQUIPMENT, DESCRIBE | DEPT. NO.                   | SERIAL NO.                      | APPROX. VALUE |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 7.   |                                     |                             |                                 |               |  |                                  |                          |       | TOTAL               |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 8. IF MONEY WAS TAKEN, INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF ACCOUNTANT AT 213 473-6981  |                                     |                             |                                 |               |  |                                  |                          |       | AMOUNT              |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| LOCATION   |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)   |                                     |                             |                                 |               |  |                                  |                          |       | TOTAL               |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 10. WHO DISCOVERED LOSS?   |                                     |                             |                                 | TITLE         |  | DATE                             |                          | TIME: |                     | A.M. | P.M.     |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| NAME   |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 11. HOW WAS ENTRANCE GAINED?   |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 12. WHO SECURED BLDG. PRIOR TO OCCURRENCE?   |                                     |                             |                                 | TITLE         |  | DATE                             |                          | TIME: |                     | A.M. | P.M.     |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| NAME   |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 13. WAS POLICE REPORT MADE?  |                                     |                             |                                 | D.R. NUMBER   |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| YES <input type="checkbox"/>   |                                     | NO <input type="checkbox"/> |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS?   |                                     |                             |                                 |               |  | WORK ORDER NO.                   |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
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| 15. PERSONS INVOLVED:  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| WITNESS <input type="checkbox"/>   |                                     |                             | VICTIM <input type="checkbox"/> |               |  | SUSPECT <input type="checkbox"/> |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:25%;">NAME</th> <th style="width:30%;">ADDRESS</th> <th style="width:5%;">AGE</th> <th style="width:5%;">SEX</th> <th style="width:15%;">PHONE NUMBER</th> <th colspan="3">INDICATE</th> </tr> <tr> <th> </th> <th> </th> <th> </th> <th> </th> <th> </th> <th>W</th> <th>V</th> <th>S</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td><input type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr> </tbody> </table> |                                     |                             |                                 |               |  |                                  |                          |       |                     |      | NAME     | ADDRESS                             | AGE       | SEX        | PHONE NUMBER  | INDICATE |  |  |  |  |  |  |  | W | V | S |  |  |  |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |  |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |  |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |  |  |  |  |  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| NAME   | ADDRESS                             | AGE                         | SEX                             | PHONE NUMBER  | INDICATE                               |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|  |                                     |                             |                                 |               | W                                      | V                                | S                        |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
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| 16. IF VEHICLE INVOLVED:   |                                     |                             | LICENSE NO.                     |               | OWNERS NAME, ADDRESS AND INSURANCE CO. |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| YEAR   |                                     | MAKE                        |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 17. WHAT CORRECTIVE ACTIONS DO YOU RECOMMEND BE TAKEN TO AVOID FURTHER OCCURRENCES?  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
| 18. REPORT SUBMITTED BY:   |                                     |                             |                                 | NAME          |  |                                  |                          | TITLE |                     | DATE |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |
|  |                                     |                             |                                 |               |  |                                  |                          |       |                     |      |          |                                     |           |            |               |          |  |  |  |  |  |  |  |   |   |   |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |  |  |  |  |  |                          |                          |                          |

(IF MORE SPACE IS NEEDED, USE PAGE 2)

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 166 or 87 for these purposes.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.



# 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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. 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-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **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 affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. 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 the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

**CONTRACTOR** may not, unless it has first obtained the written permission of the **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-14. PERMITS**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

**CONTRACTOR** shall promptly pay when due all amounts payable 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), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC-17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

#### **PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

#### **PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

#### **PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits 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 the **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

#### **PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,



and Successors in Interest from and against all suits 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 the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the **CITY'S** actual or intended use of any Work Product furnished by **CONTRACTOR**, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-21 shall survive expiration or termination of this Contract.

## **PSC-22. 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, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

## **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise obligate its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

#### **PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

#### **PSC-26. 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-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

## **PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
  - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

- (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.
- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.



- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

### **PSC-32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

**PSC-36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

**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-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Exhibit 1 (Continued) 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.

|  | <u>Limits</u>                    |
|--|----------------------------------|
| <p>___ <b>Workers’ Compensation – Workers’ Compensation (WC) and Employer’s Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> <div style="width: 45%; text-align: right;"> <p>WC <u>Statutory</u></p> <p>EL _____</p> </div> </div>  |                                  |
| <p>___ <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability _____</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>   |                                  |
| <p>___ <b>Automobile Liability</b> (for any and all vehicles used for this Contract, other than commuting to/from work)</p>  | _____                            |
| <p>___ <b>Professional Liability</b> (Errors and Omissions)</p>  | _____                            |
| <p>___ <b>Property Insurance</b> (to cover replacement cost of building – as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder’s Risk</p> <p><input type="checkbox"/> _____</p> </div> </div> |                                  |
| <p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>  | _____                            |
| <p>___ <b>Surety Bonds</b> – Performance and Payment (Labor and Materials) Bonds</p> <p>___ <b>Crime Insurance</b></p>   | 100 % of Contract Price<br>_____ |

Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



RFP EXHIBIT F  
**PROFORMA FINANCIAL STATEMENTS SUBMITTAL FORM**  
**OPERATION AND MAINTENANCE OF THE GREEK THEATRE FOOD AND BEVERAGE CONCESSION (CON-F15-002)**

**Proposer**

|   | <i>Operating Proforma - By Contract Year</i> |             |             |
|---|--|-------------|-------------|
|   | 1  | 2           | 3           |
| <b>Revenue:</b>                         |  |             |             |
| Food and Non-Alc Beverage Sales         | \$ -   | \$ -        | \$ -        |
| Alcoholic Beverage Sales                | \$ -   | \$ -        | \$ -        |
| Other                                   | \$ -   | \$ -        | \$ -        |
| <b>Total Revenue:</b>                   | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| Cost of Goods                           |  |             |             |
| <b>Gross Margin</b>                     | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| Gross Margin %                          | #DIV/0!                                      | #DIV/0!     | #DIV/0!     |
| <b>Expenses:</b>                        |  |             |             |
| Rent                                    |  |             |             |
| Related Equipment                       | \$ -   | \$ -        | \$ -        |
| Food and Non-Alc Beverage Sales         | \$ -   | \$ -        | \$ -        |
| Alcoholic Beverage Sales                | \$ -   | \$ -        | \$ -        |
| Other                                   | \$ -   | \$ -        | \$ -        |
| Total Rent:                             | \$ -   | \$ -        | \$ -        |
| <b>Payroll Costs</b>                    |  |             |             |
| Wages                                   |  |             |             |
| Payroll Taxes                           |  |             |             |
| Health Insurance & Benefits             |  |             |             |
| Workers' Compensation Insurance         |  |             |             |
| <b>Total Payroll Costs</b>              | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| <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>Total Variable Expenses</b>          | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| <b>Proposer</b>                         |  |             |             |
| <b>Fixed Costs</b>                      |  |             |             |
| Depreciation                            |  |             |             |
| Insurance & Liability                   |  |             |             |
| Service Contracts                       |  |             |             |
| Licenses                                |  |             |             |
| Other                                   |  |             |             |
| <b>Total Fixed Expenses</b>             | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| <b>Total Operating Expenses:</b>        | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| <b>Profit Before Interest and Taxes</b> | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| Debt Expense                            |  |             |             |
| Taxes                                   |  |             |             |
| Other                                   |  |             |             |
| <b>Net Profit:</b>                      | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |
| <b>Break Even Analysis</b>              | <b>\$ -</b>                                  | <b>\$ -</b> | <b>\$ -</b> |

**RFP EXHIBIT F  
PROFORMA FINANCIAL STATEMENTS SUBMITTAL FORM  
OPERATION AND MAINTENANCE OF THE GREEK THEATRE FOOD AND BEVERAGE CONCESSION (CON-F15-002)**

| Proposer | Detail Assumptions used for developing proposed Revenues and Expenses |
|----------|---|
|          | <b>Revenue:</b>   |
|          | Food and Non-Alc Beverage Sales                                       |
|          | Alcoholic Beverage Sales  |
|          | Other   |
|          | <b>Cost of Goods</b>  |
|          | <b>Expenses:</b>  |
|          | Rent  |
|          | Related Equipment   |
|          | Food and Non-Alc Beverage   |
|          | Alcoholic Beverage  |
|          | 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   |
|          | <b>Debt Expense</b>   |
|          | Taxes   |
|          | Other   |

**RFP EXHIBIT F**  
**PROFORMA FINANCIAL STATEMENTS SUBMITTAL FORM**  
**OPERATION AND MAINTENANCE OF THE GREEK THEATRE FOOD AND BEVERAGE CONCESSION**  
**(CON-F15-002)**

Proposer

|                                | <i>Cash Flow - By Contract Year</i> |             |             |
|--------------------------------|-------------------------------------|-------------|-------------|
|                                | 1                                   | 2           | 3           |
| <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>\$ -</b>                         | <b>\$ -</b> | <b>\$ -</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>\$ -</b>                         | <b>\$ -</b> | <b>\$ -</b> |
|                                |                                     |             |             |
| <b>Net Change in Cash Flow</b> | <b>\$ -</b>                         | <b>\$ -</b> | <b>\$ -</b> |
| <b>Break Even Cash Flow</b>    | <b>\$ -</b>                         | <b>\$ -</b> | <b>\$ -</b> |





**CITY OF LOS ANGELES**  
**INSTRUCTIONS AND INFORMATION**  
**ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

2. **When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA**<sup>®</sup> is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA<sup>®</sup> advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA**<sup>®</sup> at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA<sup>®</sup> will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA**<sup>®</sup>, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA**<sup>®</sup> at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.



City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

# Prohibited Contributors (Bidders)

## CEC Form 55

*This form must be completed in its entirety and submitted to the awarding authority with your bid or proposal for the contract noted below. A bid or proposal that does not include a completed form will be deemed nonresponsive. Please write legibly.*

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

**Bid/Contract/BAVN Number** (or other identifying information if no number):

**Date Bid Submitted:**

**Description of Contract:**

**Awarding Authority (Department):**

### BIDDER

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

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

Email (optional): \_\_\_\_\_ Phone: \_\_\_\_\_

State Contractor ID: \_\_\_\_\_

*State ID must be disclosed for identification purposes, even if not performing work on this contract under that license. If the bidder does not have a state contractor ID, indicate "not applicable".*

### PRINCIPALS

Please identify the names and titles of all 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: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_ additional sheets are attached.  Bidder is an individual and no other principals exist.





City Ethics Commission  
200 N Spring Street  
City Hall — 24th Floor  
Los Angeles, CA 90012  
Mail Stop 129  
(213) 978-1960

# Prohibited Contributors (Bidders) CEC Form 55

## SUBCONTRACTORS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more (attach additional sheets if necessary). If the subcontractor has a state contractor license, the ID must be disclosed for identification purposes, even if the subcontractor is not performing work on this contract under that license.

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

Subcontractor: \_\_\_\_\_  
Address: \_\_\_\_\_  
State Contractor ID (for identification purposes; if none, indicate "not applicable"): \_\_\_\_\_

- \_\_\_\_\_ additional sheets are attached.
- Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 978-1960

# Prohibited Contributors (Bidders)

## CEC Form 55

### PRINCIPALS OF SUBCONTRACTORS

Please identify the names and titles of all principals for each subcontractor identified on page 2 (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: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

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

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

Subcontractor: \_\_\_\_\_

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

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

Subcontractor: \_\_\_\_\_

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

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

Subcontractor: \_\_\_\_\_

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

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

Subcontractor: \_\_\_\_\_

Of the subcontractors identified on page 2, the following are individuals and no other principals exist (attach additional sheets if necessary):

Subcontractor: \_\_\_\_\_

Subcontractor: \_\_\_\_\_

\_\_\_\_\_ additional sheets are attached.

Bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more.

### CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I understand that I must amend this form within ten business days if the information above changes. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided above is true and complete.*

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

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

Title: \_\_\_\_\_

*Under Los Angeles City Charter § 470(c)(12), this form must be submitted to the awarding authority with your bid or proposal. A bid or proposal that does not include a completed Form 55 will be deemed nonresponsive.*

## FIRST SOURCE HIRING ORDINANCE

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


All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

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

The Anticipated Job Opportunities Form (FSHO-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

### INSTRUCTIONS:

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSHO-1) ONLY if there are anticipated job opportunities.

|   |  |   |
|---|--|---|
| <b>FIRST SOURCE HIRING ORDINANCE (FSHO)</b>   |  | <b>FORM: FSHO-1</b>   |
| <b>Anticipated Employment Opportunities</b>   |  | <b>CITY OF LOS ANGELES</b>  |
| <p><b>PRIME CONTRACTORS and SUBCONTRACTORS:</b> The form should be submitted <u>ONLY</u> if there are anticipated job opportunities resulting from the City contract. The completed FSHO-1 forms must be submitted to the Awarding Department before the contract is executed. The Awarding Department will then submit these forms to BCA.</p> |  |   |
| <b>SECTION I: CONTRACTOR INFORMATION</b>  |  |   |
| Name of Contractor: _____   |  | Contractor Phone#: _____  |
| Designated Contact Person: _____  |  | Email: _____  |
| Street Address: _____   |  | BAVN Company ID: _____  |
| City: _____   | State: _____   | Zip: _____ Federal ID (FEIN): _____   |
| Name of Prime Contractor (if applicable): _____   |  |   |
| Name of Project: _____  |  |   |
| 1. How many total employees currently work for your company? _____  |  | 2. How many employees will be working directly for the City contract? _____ |
| <b>SECTION II: ANTICIPATED EMPLOYMENT OPPORTUNITIES INFORMATION</b>   |  |   |
| Indicate the anticipated number of openings throughout the life of the contract, description, and qualifications. Attach additional sheets to add more classifications and details.   |  |   |
|   | Job Classification: _____  | Anticipated # of Job Openings: _____  |
|   |  | Anticipated Hire Date _____   |
|   | Job Classification: _____  | Anticipated # of Job Openings: _____  |
|   |  | Anticipated Hire Date _____   |
|   | Job Classification: _____  | Anticipated # of Job Openings: _____  |
|   |  | Anticipated Hire Date _____   |
| <b>SECTION III: CONTRACTOR SIGNATURE (to be completed and signed by contractor)</b>   |  |   |
| I declare under penalty of perjury under the laws of the State of California that I am authorized to bind the entity listed on this form and that the information provided on this form is true and correct to the best of my knowledge.  |  |   |
| Executed this _____ day of _____, 20____, at _____ (City), _____ (State)  |  |   |
| Signature of Contractor _____   |  | Print Name/Title _____  |
| <b>SECTION IV: AWARDING DEPARTMENT INFORMATION (to be completed by Awarding Department)</b>   |  |   |
| Dept: _____ Contact Person: _____   |  | Phone#: _____ Email: _____  |
| Contract Start Date: _____  |  | Contract End Date: _____ Contract Amount: _____                             |

ORDINANCE NO. 179281

An ordinance amending Los Angeles Administrative Code to add a new Division 10, Chapter 1, Article 18 to establish a program that requires service contractors who hire new employees to perform work on a City contract to seek employee references through referrals from the City and other agencies interested in training and finding employment for the traditionally unemployed or under-employed.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 18 is added to Chapter 1 of Division 10 of the Los Angeles Administrative Code to read:

**CHAPTER 1, ARTICLE 18  
FIRST SOURCE HIRING**

**Sec. 10.44. Purpose.**

The City awards many contracts to private firms to provide services to the public and to City government. The City also provides grant and loan funding to others for the purpose of economic development or job growth. The City expends grant funds under programs created by the federal and state governments, which promote the goals established for those programs and similar goals of the City. The City intends that the policies underlying this article serve to guide all of these expenditures to the extent allowed by the law.

City service contracts are subject to the City's Living Wage ordinance and provide covered workers with substantially greater wages and benefits than otherwise required by law. In addition, having the opportunity to work on a City contract affords workers valuable experience that can be used to garner future employment. The City has an interest in expanding the field of competent service workers to address the problems associated with a significant local unemployed, under-employed and unskilled workforce. The City serves this interest by expanding the opportunities that workers have to be referred for employment by City contractors.

The inadequate compensation often paid to service workers who are not subject to the City's living wage requirements fails to provide those workers with resources sufficient to afford life in Los Angeles. Further, there are many unemployed and under-employed service workers who are interested in performing work on City contracts. Young people constitute a significant portion of the unemployed and under-employed. Experience indicates that unemployment and under-employment contribute to devastating social burdens including a sustained, large population of unskilled workers, increased crime and increased need for costly social services. The City, as a principal provider of social support services, has an interest in promoting an employment environment that protects such limited resources. In creating a program that helps link

Contractors with potential service workers, the City serves this interest and provides greater opportunities for employment on service contracts. To further serve this interest, the Library Department and the Department of Recreation and Parks are encouraged to adopt policies consistent with this article.

#### **Sec. 10.44.1. Definitions.**

The following definitions shall apply throughout this article:

**“Awarding Authority”** means any subordinate or component entity or person of the City, such as a department or Board of Commissioners that has the authority to award or enter into any a Contract (as defined below). This shall not include any department that has control of its own funds or the Community Redevelopment Agency.

**“CDD”** means the City Community Development Department’s Workforce Development System.

**“City”** means the City of Los Angeles, a municipal corporation, and all City Awarding Authorities.

**“Contract”** means a contract, which is in excess of \$25,000 with a term greater than three months, awarded to a Contractor by the City or by a Loan or Grant Recipient primarily to furnish services to or for the City or the Loan or Grant Recipient. This shall not include construction contracts for a public work of improvement.

**“Contractor”** means any Person that enters into a Contract with the City or a Loan or Grant Recipient.

**“Designated Administrative Agency”** or **“DAA”** means the Department of Public Works, Bureau of Contract Administration, who shall bear administrative responsibilities under this article.

**“Loan or Grant Recipient”** means any person who receives from the City a qualifying grant or loan for economic development or job growth expressly articulated and identified by the City.

**“Person”** means any individual, proprietorship, partnership, joint venture, corporation, Limited Liability Company, trust, association, or other entity that may employ individuals or enter into contracts.

**“Referral Resources”** means any resource used to locate new employees considered for employment under this article. Referral Resources shall include Trade Unions, Community Based Organizations, City Work Source Centers and any other resources approved by CDD.

**“Subcontractor”** means any person that enters into a contract with a Contractor or Subcontractor to assist in performing the services to the City or the Loan or Grant Recipient.

**Sec. 10.44.2. First Source Hiring Procedure.**

(a) Before executing a Contract, each Awarding Authority shall receive from the Contractor and provide to the DAA a list of anticipated employment opportunities that Contractor and its Subcontractors estimate they will need to fill in order to perform the services under the Contract. The list shall include:

(1) The number of anticipated employment opportunities throughout the term of the Contract; and

(2) The job title and description of each anticipated employment opportunity; and

(3) The basic qualifications necessary for each anticipated employment opportunity; and

(4) The number of anticipated hires made subject to the Service Contract Worker Retention Ordinance.

(b) During the term of the Contract, Contractor shall:

(1) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the CDD, which will refer individuals for interview; and

(2) Interview qualified individuals referred by Referral Resources; and

(3) Prior to filling any employment opportunity, the Contractor 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 Contractor or Subcontractor interviewed and the reasons why referred individuals were not hired.

(c) Managerial, supervisory or confidential positions shall not be subject to this article.

(d) Positions requiring professional licenses to perform the Contract shall not be subject to this article.

**Sec. 10.44.3. City Loan or Grant Recipients.**

(a) A City Loan or Grant Recipient is subject to this article if the loan or grant is for economic development or job growth, is in an aggregate amount that exceeds \$25,000 and either:

(1) The loan is provided at an interest rate below the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f) at the time the Contract is executed; or

(2) The loan is at or above the applicable federal rate but the loan provides a mechanism for forgiving the interest.

(b) In the event that the applicable federal rate falls below the rate at which a City Loan is provided during the term of the Contract, the Awarding Authority may request the DAA to waive the requirements of this article.

**Sec. 10.44.4. Compliance with the Service Contractor Worker Retention Ordinance.**

Where applicable, Contractor shall first comply with the Service Contractor Worker Retention Ordinance, Administrative Code Section 10.36 *et seq.*, as amended from time to time.

**Sec. 10.44.5. Designation of a Liaison.**

Prior to execution of the Contract, Contractor shall provide the City with the name and contact information of the liaison designated to work with the DAA to implement this article.

**Sec. 10.44.6. Transfer and Promotion.**

This article does not prevent a Contractor from filling job vacancies or newly created positions by transfer or promotion of its existing staff.

**Sec. 10.44.7. Administration.**

(a) The DAA shall promulgate rules and regulations to assure efficient implementation and enforcement of this article.

(b) The DAA may delegate duties to other City departments and provide for the manner in which exemptions from this article are approved and documented.

(c) The DAA shall develop the forms to be used by the Awarding Authorities toward implementing this article.



(d) The DAA may establish rules and guidelines governing pre-interview screening of individuals referred under this article.

(e) The DAA shall investigate alleged violations of this article and monitor compliance with this article.

(f) The DAA may establish by regulation provisions under which the DAA may exempt a Contractor from the requirements of this article for specific employment opportunities.

(g) The DAA shall report to the Ad Hoc Committee on Gang Violence and Youth Development quarterly for one year after the ordinance is adopted. After the first year, the frequency of reporting requirements shall be determined by the DAA, or as otherwise instructed by City Council.

#### **Sec. 10.44.8. Enforcement.**

If the DAA determines that a Contractor has violated this article, the DAA may recommend that the Awarding Authority take any of the following actions:

(a) Document the determination in the Awarding Authority's Contractor Evaluation required under Los Angeles Administrative Code Section 10.39 *et seq.*; and

(b) Require that the Contractor document the determination in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 *et seq.*; and

(c) Terminate the Contract.

The Awarding Authority may pursue any rights and remedies available by law.

#### **Sec. 10.44.9. Exemptions.**

Upon request of the Awarding Authority, the DAA shall determine whether a Contract is exempt from this article because any of the following is applicable:

(a) Contracts where the provisions of this article conflict with federal or state law.

(b) Contracts with another governmental entity.

(c) Contracts where the provisions of this article would conflict with federal or state grant funded contracts, or conflict with the terms of the grant or subvention.

(d) Contracts awarded under urgent or emergency circumstances.

(e) Contracts entered into pursuant to Charter Section 371(e)(7).

(f) Contracts where the services are available only from a single source.

(g) Contracts that involve the investment of trust monies, bond proceeds or agreements relating to the management of these funds, indentures, security enhancement agreements (including, but not limited to, liquidity agreements, letters of credit and bond insurance) for City tax-exempt and taxable financings, deposits of City's surplus funds in financial institutions, the investment of City monies in competitively bid investment agreements, the investment of City monies in securities permitted under the California State Government Code or the City's investment policy, investment agreements, repurchase agreements, City monies invested in U.S. government securities or pre-existing investment agreements.

(h) Contracts involving City monies if the Treasurer or the City Administrative Officer finds that failure to enter into the Contract will violate his or her fiduciary duties and cause the City to incur a financial loss or forego a financial benefit.

(i) City Loans or Grants funded from the proceeds of a bond issuance, tax credits or tax increment financing.

**Sec. 10.44.10. Application of this Article.**

This article is applicable to Contracts and amendments to Contracts entered into after the rules and regulations have been promulgated by the DAA.

**Sec. 10.44.11. No Third Party Beneficiary.**

This article does not create beneficial interests in any person who is not a party to the Contract.

**Sec. 10.44.12. Coexistence with Other Available Relief for Specific Deprivations of Protected Rights.**

This article shall not be construed to limit a person's right to bring legal action for violation of other laws.

**Sec. 10.44.13. Intentional Violation.** If the DAA determines that a Contractor intentionally violated the ordinance or used hiring practices for the purpose of avoiding this article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 *et seq.*, and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 *et seq.* This measure does not limit the City's authority to act under this article.

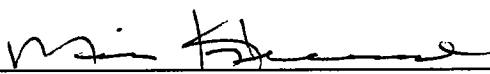
**Sec. 10.44.14. Severability.**

If a court of competent jurisdiction finds any provision of this article invalid, the remaining provisions shall remain in full force and effect.

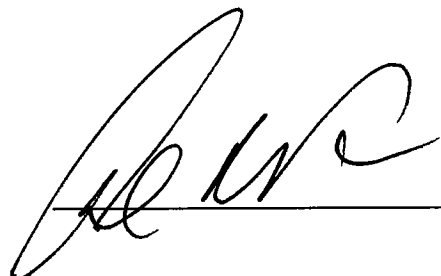
Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board 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.

I hereby certify that this ordinance was passed by the Council of the City of Los Angeles, at its meeting of OCT 03 2007.

FRANK T. MARTINEZ, City Clerk

By   
Deputy

Approved OCT 19 2007

  
Mayor

Approved as to Form and Legality

ROCKARD J. DELGADILLO, City Attorney

By   
DAVID MICHAELSON  
Chief Assistant City Attorney

Date 10/1/07

File No. 06-2443

**DECLARATION OF POSTING ORDINANCE**

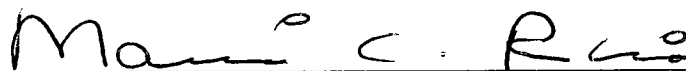
I, MARIA C. RICO, state as follows: I am, and was at all times hereinafter mentioned, a resident of the State of California, over the age of eighteen years, and a Deputy City Clerk of the City of Los Angeles, California.

**Ordinance No. 179281 - Amending Los Angeles Administrative Code to add a new Division 10, Chapter 1, Article 18** - a copy of which is hereto attached, was finally adopted by the Los Angeles City Council on **October 3, 2007**, and under the direction of said City Council and the City Clerk, pursuant to Section 251 of the Charter of the City of Los Angeles and Ordinance No. 172959, on **October 24, 2007** I posted a true copy of said ordinance at each of three public places located in the City of Los Angeles, California, as follows: 1) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; 2) one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; 3) one copy on the bulletin board located at the Temple Street entrance to the Hall of Records of the County of Los Angeles.

Copies of said ordinance were posted conspicuously beginning on **October 24, 2007** and will be continuously posted for ten or more days.

I declare under penalty of perjury that the foregoing is true and correct.

Signed this **24th** day of **October 2007** at Los Angeles, California.

  
Maria C. Rico, Deputy City Clerk

**Ordinance Effective Date: December 3, 2007**

**Council File No. 06-2443**

## GOOD FOOD PURCHASING POLICY

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

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

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

### **INSTRUCTIONS:**

- a. Awarded proposer only: Complete, submit, and comply with the steps outlined in the Good Food Purchasing Pledge (Page 1 of attached informational package).

# The Good Food Purchasing Pledge



IN PLEDGING OUR SUPPORT FOR GOOD FOOD, we will use our purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable. We recognize that the adoption of food procurement policies has the power to reform the food system, create opportunities for smaller farmers to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods.

We pledge to leverage our purchasing power to support the following values:

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

Signed by \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name of Institution \_\_\_\_\_

Date \_\_\_\_\_

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

1

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

2

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

3

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

## TO GUIDE IMPLEMENTATION, WE COMMIT TO THE FOLLOWING TIMELINE:

1

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

2

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

3

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

4

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

5

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

## PROGRAM COMPONENTS

- **Multi-Year Benchmarks:** Purchasers are asked to meet benchmarks in years one and five, recognizing that the shift towards Good Food purchasing will take time, and purchasers will need to make incremental changes.
- **Tiered-Value System:** A tiered-value system has been developed to evaluate the potential contribution of purchases to a Good Food Purchasing initiative. For each of the five values, foods are ranked from Level One (baseline) through Level Three (highest). Higher tiers of achievement are rewarded with more points accordingly.
- **Ranked Criteria:** For most value categories, third-party certifications and label claims allowed by USDA or FDA are used to determine the level of “Good” achieved by an institution’s purchases. These third-party certifications are used to rank Good Food purchases as Levels One (baseline), Two, or Three within each value category.
- **Baseline Requirements:** A baseline in each category is established that must be maintained throughout participation in the program.
- **Good Food Recognition:** Purchasers are scored and recognized at different levels to reward higher Good Food sourcing commitments within value categories. Purchasers that meet the baseline level for each category receive Good Food Purchaser recognition (one star). Additional levels (two to five stars) are awarded to purchasers to recognize the most dedicated supporters of the *Good Food Purchasing Guidelines*.
- **Traceability:** Purchasers are asked to work with suppliers to establish transparent reporting systems to verify product source.
- **Compliance Plan:** If vendor and/or suppliers do not have a current capacity to meet food purchasing targets, the vendor may submit a plan to achieve full compliance at a baseline level by the end of year one.
- **Annual Report:** Purchasers are asked to report annually on their progress.
- **Promotion:** The City of Los Angeles and the Los Angeles Food Policy Council will regularly promote and celebrate Good Food institutional commitments. Successful participants in the *Good Food Purchasing Pledge* program can also serve as an inspiration and positive role model for other institutions in our region.

## PROGRAM OVERVIEW: GOOD FOOD PURCHASING GUIDELINES

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

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

- (1) Local Economies
- (2) Environmental Sustainability
- (3) Valued Workforce
- (4) Animal Welfare
- (5) Nutrition

### About the Los Angeles Food Policy Council

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

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

For more information, contact [info@goodfoodla.org](mailto:info@goodfoodla.org).



# Good Food Purchasing Guidelines *for* Food Service Institutions

## Los Angeles Food Policy Council



LOS ANGELES  
FOOD POLICY  
COUNCIL



# Good Food Purchasing Guidelines *for* Food Service Institutions

## Los Angeles Food Policy Council



LOS ANGELES  
FOOD POLICY  
COUNCIL

*October 2012*

[GOODFOODLA.ORG](http://GOODFOODLA.ORG)

## Los Angeles Food Policy Council

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| <b>Andrea Azuma</b>        | Community Benefit,<br>Kaiser Permanente Southern California   |
| <b>David Binkle</b>        | Food Services Division,<br>Los Angeles Unified School District  |
| <b>Omar Brownson</b>       | Los Angeles River<br>Revitalization Corporation   |
| <b>Glen Dake</b>           | Los Angeles<br>Community Garden Council   |
| <b>Paula Daniels</b>       | Office of Mayor Villaraigosa,<br>City of Los Angeles  |
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| <b>Gwendolyn Flynn</b>     | Community Health Councils   |
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| <b>Renee Guilbault</b>     | Pret A Manger   |
| <b>Glenda Humiston</b>     | California Rural Development,<br>U.S. Department of Agriculture   |
| <b>Helena Jubany</b>       | Fresco Community Market   |
| <b>AG Kawamura</b>         | Orange County Produce   |
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| <b>Miguel Luna</b>         | Urban Semillas  |
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**Kimberly Tomicich**

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|----------------------|---|

### GRAPHIC DESIGN

|  |                     |
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| <b>Juliette Bellocq<br/>and Yuju Yeo</b> | handbuiltstudio.com |
|--|---------------------|

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## Acknowledgements

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# Good Food Purchasing Guidelines for Food Service Institutions

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



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

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

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

### HEALTHY

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

### SUSTAINABLE

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

### FAIR

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

### AFFORDABLE

Foods that people of all income levels can purchase.

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

### WHAT IS GOOD FOOD PROCUREMENT?

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

### THE IMPORTANCE OF GOOD FOOD PROCUREMENT

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

### Good Food sourcing benefits may include:

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

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

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

### Public institutions, in particular, play a critical role in increasing access to Good Food.

Through their reach to some of the most vulnerable populations, including seniors and children, public programs help ensure that all Angelenos have access to the healthiest foods. These agencies purchase food to provide meals to people in public hospitals, child-care centers, schools, senior programs, jails, and juvenile facilities. Such programs and institutions provide a buffer against hunger, food insecurity

and also serve as a primary source of nutrition for millions of residents. Public and private institutions also purchase food to sell to employees and the public in retail outlets such as vending machines, cafeterias, and concession stands.

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

Los Angeles nutrition education programs such as the California Department of Public Health and Network for a Healthy California's *Harvest of the Month* program, administered by LAUSD in 250 Los Angeles schools, and some of the Los Angeles county WIC-Only stores are using guidelines that state that their Good Food is sourced from:

- Farms within 200 miles of the final service of the product
- Farms that are less than 200 acres
- Farms that provide more than five items annually (this excludes mono-cropping and allows for crop diversity and better soil management)

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

## IMPLEMENTING A GOOD FOOD PROGRAM

Before implementing changes, operations should assess:

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

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

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

## BUDGETING FOR GOOD FOOD

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

Strategies for offsetting increased costs include:

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

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

## METHODOLOGY FOR ASSESSING GOOD FOOD PROCUREMENT

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

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

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

## GOOD FOOD PURCHASING PROGRAM GOALS

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

# GOOD FOOD PURCHASING COMMITMENT LEVELS

|   |   |   |   |   |
|---|---|---|---|---|
|  |  |  |  |  |
| Good Food Purchaser   | Good Food Purchaser   | Good Food Purchaser   | Good Food Purchaser   | Good Food Purchaser   |
| <b>5–9</b>  | <b>10–14</b>  | <b>15–19</b>  | <b>20–24</b>  | <b>25+</b>  |
| Points Needed   | Points Needed   | Points Needed   | Points Needed   | Points Needed   |

**BASELINE REQUIREMENT**

All Good Food Purchasers must score at least one point in each value category.

**MIXING LEVELS AND VALUES**

Points may be earned by mixing various commitment levels and value categories.

—Example

2 points from Level 2 of Nutrition + 1 point from Level 1 of Animal Welfare = 3 points total

**ACCUMULATION OF POINTS**

Cumulative points may be earned if purchasers comply simultaneously with different commitment levels within a particular value category.

—Example

From the Environmental Sustainability category, participants can earn 6 points by fulfilling all the different requirements for Levels 1, 2 and 3.

**EXPECTATIONS FOR INCREASED COMMITMENT**

After one year of participation in the program, purchasers will be expected to gradually increase the amount of Good Food that they purchase in order to maintain the same number of points. See Good Food Purchasing Guidelines for more details.

**SCORING SYSTEM EXAMPLES**

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

| LEVELS \ VALUE | 1 | 2 | 3 | 4 | 5 |
|----------------|---|---|---|---|---|
| EXTRA POINTS   | 2 |   |   |   | 1 |
| LEVEL 3        |   |   | 3 |   | 3 |
| LEVEL 2        | 2 |   | 2 |   |   |
| LEVEL 1        |   | 1 |   | 1 |   |

TOTAL 15 POINTS =  Good Food Purchaser

| LEVELS \ VALUE | 1 | 2 | 3 | 4 | 5 |
|----------------|---|---|---|---|---|
| EXTRA POINTS   | 1 | 2 | 1 |   |   |
| LEVEL 3        | 3 | 3 |   |   |   |
| LEVEL 2        |   | 2 |   | 2 | 2 |
| LEVEL 1        | 1 |   | 1 |   |   |

TOTAL 18 POINTS =  Good Food Purchaser

Pomegranates  
\$3.00 a pound

### Pomegranates

Pomegranates have great taste, are rich in antioxidants, and have long been a favorite for many cultures. Pomegranates are also a good source of fiber and potassium. They are also a good source of antioxidants, which can help reduce inflammation and improve heart health. Pomegranates are also a good source of iron, which is important for maintaining healthy blood levels. Pomegranates are also a good source of vitamin C, which is important for maintaining a healthy immune system. Pomegranates are also a good source of polyphenols, which are antioxidants that can help reduce inflammation and improve heart health. Pomegranates are also a good source of lycopene, which is a powerful antioxidant that can help reduce the risk of heart disease. Pomegranates are also a good source of punicalagin, which is a polyphenol that can help reduce inflammation and improve heart health. Pomegranates are also a good source of punicic acid, which is a fatty acid that can help reduce inflammation and improve heart health. Pomegranates are also a good source of ellagic acid, which is a polyphenol that can help reduce inflammation and improve heart health. Pomegranates are also a good source of gallic acid, which is a polyphenol that can help reduce inflammation and improve heart health. Pomegranates are also a good source of quercetin, which is a polyphenol that can help reduce inflammation and improve heart health. Pomegranates are also a good source of resveratrol, which is a polyphenol that can help reduce inflammation and improve heart health. Pomegranates are also a good source of anthocyanins, which are polyphenols that can help reduce inflammation and improve heart health. Pomegranates are also a good source of flavonoids, which are polyphenols that can help reduce inflammation and improve heart health. Pomegranates are also a good source of carotenoids, which are antioxidants that can help reduce inflammation and improve heart health. Pomegranates are also a good source of beta-carotene, which is a carotenoid that can help reduce inflammation and improve heart health. Pomegranates are also a good source of lutein, which is a carotenoid that can help reduce inflammation and improve heart health. Pomegranates are also a good source of zeaxanthin, which is a carotenoid that can help reduce inflammation and improve heart health. Pomegranates are also a good source of vitamin E, which is an antioxidant that can help reduce inflammation and improve heart health. Pomegranates are also a good source of vitamin K, which is a fat-soluble vitamin that can help reduce inflammation and improve heart health. Pomegranates are also a good source of potassium, which is an electrolyte that can help reduce inflammation and improve heart health. Pomegranates are also a good source of calcium, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of magnesium, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of zinc, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of copper, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of manganese, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of boron, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of silicon, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of phosphorus, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of sulfur, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of iodine, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of selenium, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of chromium, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of cobalt, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of nickel, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of vanadium, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of molybdenum, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of calcium, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of phosphorus, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of potassium, which is an electrolyte that can help reduce inflammation and improve heart health. Pomegranates are also a good source of magnesium, which is a mineral that can help reduce inflammation and improve heart health. Pomegranates are also a good source of zinc, which is a mineral that can help reduce inflammation and improve heart health. 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**ORGANIC**  
Delicious  
Apples  
\$3.00 a pound  
2 lbs / \$5.00





## An Overview of Good Food Values

Procurement suggestions will focus on sourcing products that align with these Good Food principles:

### LOCAL ECONOMIES (LOCAL FOOD)

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

### ENVIRONMENTAL SUSTAINABILITY (ENVIRONMENTALLY SUSTAINABLE FOOD)

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

### VALUED WORKFORCE (FAIR FOOD)

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

### ANIMAL WELFARE (HUMANE FOOD)

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

### NUTRITION (HEALTHY FOOD)

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

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

# Value 1: Local Economies Purchasing Goals

| LEVEL 1 — BASELINE  | LEVEL 2   | LEVEL 3   |
|---|---|---|
| <p>Local within 200 miles<sup>1</sup> (or 10 Southern California counties) AND large scale operations<sup>2</sup> (&gt;500 acre farms);</p> <p>or</p> <p>Outside of the local 200 mile range but within California AND medium scale operations (180-499 acre farms);</p> <p>or</p> <p>Outside of California AND small scale operations (&lt;180 acre farms)</p> | <p>Local within 200 miles (or 10 Southern California counties) AND medium scale operations;</p> <p>or</p> <p>Outside of the local 200 mile range but within California AND small scale operations</p> | <p>Local within 200 miles (or 10 Southern California counties) AND small scale operations</p> |

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

| TARGET   | POINTS AWARDED |
|--|----------------|
| <p><b>LEVEL 1 — BASELINE</b></p> <p>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 local food sources (See glossary for definition of source).</p> <p>OR</p> <p>If vendor and/or suppliers do not have current capacity to meet local food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one.</p> | <b>1</b>       |
| <p>Year 5: 25% annual average of total cost of food purchases will come from Level 1 local food sources by fifth year of participation.</p>  | <b>1</b>       |
| <p><b>LEVEL 2</b></p> <p>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 local food sources.</p>   | <b>2</b>       |
| <p>Year 5: 25% annual average of total cost of food purchases will come from Level 2 local food sources by fifth year of participation.</p>  | <b>1</b>       |
| <p><b>LEVEL 3</b></p> <p>Year 1: 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 local food sources.</p>   | <b>3</b>       |
| <p>Year 5: 25% annual average of total cost of food purchases will come from Level 3 local food sources by fifth year of participation.</p>  | <b>1</b>       |
| <p><b>EXTRA POINTS</b></p> <p>Food is purchased from microenterprise farm of less than 100 acres and located within 200 miles.</p>   | <b>1</b>       |
| <p>(Applies to annual food purchases)</p> <p>Food is grown/raised and processed in Los Angeles County.</p>   | <b>1</b>       |
| <p>Food is purchased directly from farmer-owned businesses.</p>  | <b>1</b>       |
| <p>Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).</p>  | <b>1</b>       |
| <p>50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.</p>   | <b>1</b>       |
| <p>At least 25% of prepared seafood sourced from small and or local fleets.</p>  | <b>1</b>       |



**Steps to Implementation:**

- Source local agricultural and food products directly from farmers and ranchers at certified farmers' markets in City of Los Angeles and/or Los Angeles County (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Local Food).
- Buy local agricultural and food products from distribution firms that verifiably buy from farmers' market certified producers at Los Angeles County certified farmers' markets.
- Buy local agricultural and food products from distribution firms that buy from other verified local farms and producers.
- Buy local agricultural and food products from distribution firms and processors that have a verifiable local food line (See Appendix C for listings).
- Work with distributors to source seasonal fruits and vegetables to ensure best taste, quality, and price.

<sup>1</sup>The Los Angeles Food Policy Council defines local as 200 miles, ten counties and touching over 22 million people. This ten county region includes: Kern, Ventura, San Diego, Imperial, Riverside, Santa Barbara, San Luis Obispo, San Bernardino, Orange and Los Angeles.





<sup>2</sup>To measure the size of other agricultural and food processing operations, see the glossary for full details.

# Value 2: Environmental Sustainability Purchasing Goals

## FRUITS & VEGETABLES

| LEVEL 1 — BASELINE  | LEVEL 2   | LEVEL 3  |
|---|---|--|
| <p>Farms agree to participate in Stewardship Index for Specialty Crops; </p> <p>or</p> <p>PRiME score has no high risk components for Integrated Pest Management Practices</p> | <p>PRiME score indicates low-risk for Integrated Pest Management Practices;</p> <p>or</p> <p>Protected Harvest certified; </p> <p>or</p> <p>Farms participate in Stewardship Index for Specialty Crops with targets for annual improvement; </p> <p>or</p> <p>Non-GMO Project Verified; </p> <p>or</p> <p>Food Alliance Certified </p> | <p>USDA Organic; </p> <p>or</p> <p>Biodynamic </p> |

## MILK & DAIRY

| LEVEL 1 — BASELINE                                      | LEVEL 2  | LEVEL 3  |
|---|--|--|
| <p>No antibiotics;</p> <p>and</p> <p>rBGH/rBST free</p> | <p>Non-GMO Project Verified; </p> <p>or</p> <p>Animal Welfare Approved </p> | <p>Food Alliance Certified; </p> <p>or</p> <p>USDA Organic </p> |

## MEAT & POULTRY

| LEVEL 1 — BASELINE  | LEVEL 2  | LEVEL 3   |
|---|--|---|
| <p>Cage-free eggs;</p> <p>or</p> <p>Pasture raised;</p> <p>or</p> <p>USDA Grassfed;</p> <p>or</p> <p>No antibiotics<sup>3</sup></p> | <p>AGA Grassfed; </p> <p>or</p> <p>Non-GMO Project Verified; </p> <p>or</p> <p>Animal Welfare Approved </p> | <p>Food Alliance Certified; </p> <p>or</p> <p>USDA Organic </p> |

**SEAFOOD**

**LEVEL 1 — BASELINE**

No seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s Seafood Watch Guide



**LEVEL 2**

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



**LEVEL 3**

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



**GRAINS**

**LEVEL 1 — BASELINE**

Pesticide-free

**LEVEL 2**

Food Alliance Certified;  
or  
Non-GMO Project Verified



**LEVEL 3**

USDA Organic



<sup>3</sup> “No antibiotics” refers to sub-therapeutic use in food production. It does not refer to residues on the meat itself.

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

|  | TARGET   | POINTS AWARDED |
|--|--|----------------|
| <b>LEVEL 1<br/>— BASELINE</b>                              | <b>YEAR 1</b><br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.<br>OR<br>If vendor and/or suppliers do not have current capacity to meet environmentally sustainable food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of year one. | 1              |
|  | <b>YEAR 5</b><br>1) 25% annual average of total cost of food purchases will come from Level 1 environmentally sustainable sources by fifth year of participation in the GFPP program.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.   | 1              |
| <b>LEVEL 2</b>   | <b>YEAR 1</b><br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.  | 2              |
|  | <b>YEAR 5</b><br>1) 25% annual average of total cost of food purchases will come from Level 2 environmentally sustainable sources by fifth year of participation.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.   | 1              |
| <b>LEVEL 3</b>   | <b>YEAR 1</b><br>1) 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.  | 3              |
|  | <b>YEAR 5</b><br>1) 25% annual average of total cost of food purchases will come from Level 3 environmentally sustainable sources by fifth year of participation.<br>2) No seafood purchased should be listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.   | 1              |
| <b>EXTRA POINTS<br/>(Applies to annual food purchases)</b> | Institution participates in “Meatless Mondays” campaign.   | 1              |
|  | A minimum of 75% percent of all seafood is noted as “Best Choices” in the Monterey Bay Aquarium Guide or is certified by the Marine Stewardship Council.   | 1              |
|  | 50% annual average of total cost of food purchases comes from environmentally sustainable sources.   | 1              |



Photo credit: Haan-Fawn Chau


**Steps to Implementation:**

- Request that your distributor buy food and beverage products that are third-party certified (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Ask your distributor to encourage suppliers to participate in the Stewardship Index for Specialty Crops to begin measuring their baseline sustainability indicators and develop targets for continued progress (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Environmentally Sustainable Food).
- Request that your distributors buy and sell seafood that is listed in the Monterey Bay Aquarium’s Seafood Watch Guide as “Best Choices” or is certified by the Marine Stewardship Council (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Sustainable Seafood).

# Value 3:


## Valued Workforce Purchasing Goals

### LEVEL 1 — BASELINE





- Distributor has policy to respect the freedom of association of farmers, ranchers, and fisherfolk; and
- All vendors and suppliers\*: sign in writing that they comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO): 

1. Freedom of association and the right to collective bargaining.
2. Elimination of all forms of forced or compulsory labor.
3. Abolition of child labor.
4. Elimination of discrimination with respect to employment or occupation

### LEVEL 2

- Meets the Level 1 baseline requirements; and Vendor and Supplier\*
- Have a social responsibility policy, which includes:
  - (1) union or non-poverty wages;
  - (2) respect for freedom of association and collective bargaining;
  - (3) safe and healthy working conditions; and
  - (4) prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as:
    - (5) health care benefits
    - (6) paid sick days;
    - (7) profit-sharing with all employees;
- Are Fair Trade Certified  (for international products)

### LEVEL 3

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

\* Scope of vendors and suppliers:

Fresh Produce: Farm AND distributor (if not purchasing directly from the farm)

Minimally processed fresh produce: Production source (e.g. farm, fishery, ranch) AND processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Animal Products: Production source (e.g. farm, fishery, ranch) AND slaughtering/processing facility AND distributor (these may all be separate entities or may be combined, depending upon the product)

Processed Foods: Processing/Manufacturing Plant AND distributor (if not purchasing directly from the processing/manufacturing plant)

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

|  | TARGET  | POINTS AWARDED |
|--|---|----------------|
| <b>LEVEL 1<br/>— BASELINE</b>                              | Year 1: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.<br>OR<br>If vendor and/or suppliers do not have current capacity to meet fair food purchasing goals, the vendor may submit a plan to achieve full compliance at least at the baseline level by end of Year 1. | 1              |
|  | Year 5: All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.   | 1              |
| <b>LEVEL 2</b>   | Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 fair sources.   | 2              |
|  | Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 2 fair sources by fifth year of participation.   | 1              |
| <b>LEVEL 3</b>   | Year 1: Institution complies with baseline Level 1 fair criteria AND 5% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 fair sources.   | 3              |
|  | Year 5: Institution complies with baseline Level 1 fair criteria AND 15% annual average of total cost of food purchases will come from Level 3 fair sources by fifth year of participation.   | 1              |
| <b>EXTRA POINTS<br/>(Applies to annual food purchases)</b> | Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.   | 1              |
|  | Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.  | 1              |

**Steps to Implementation:**

- Ask that your distributor source agricultural products, which come from farms and food processors with union contracts or certified by one of the programs in the Level 3 Valued Workforce category (See Appendix B: Good Food Purchasing Resource Guide – Learn More About Good Food Sourcing: Valued Workforce).
- Ask your distributor to encourage suppliers to review the Agricultural Justice Project’s toolkit and a list of resources to help farmers and food businesses to adjust their labor policies, develop documentation, and learn how to develop a social responsibility policy.<sup>4</sup>

- Ask your distributor to develop long-term relationships with its suppliers and pay fair prices – review the Agricultural Justice Project’s standards section on Food Business Responsibilities to Farmers.<sup>5</sup>

<sup>4</sup>[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)

<sup>5</sup>[http://www.agriculturaljusticeproject.org/AJP\\_stnds\\_sect\\_1.pdf](http://www.agriculturaljusticeproject.org/AJP_stnds_sect_1.pdf)


# Value 4: Animal Welfare Purchasing Goals

## MILK & DAIRY



### LEVEL 1 — BASELINE

Produced from Pastured Cows;  
or  
USDA Organic 

### LEVEL 2

American Humane Certified 

### LEVEL 3

Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified   
Humane Raised and Handled®

## MEAT & POULTRY

### LEVEL 1 — BASELINE

Step 1 of Global Animal Partnership  
5-Step Animal Welfare Rating  
standards;   
or  
USDA Organic;   
or  
Cage-free eggs;  
or  
Pastured

### LEVEL 2

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

### LEVEL 3



Step 3 or higher of  
Global Animal Partnership  
5-Step Animal Welfare Rating  
standards;   
or  
Animal Welfare Approved;   
or  
Humane Farm Animal Care/Certified  
Humane Raised and Handled®



Photo credit: Haani-Fayy Chau



To be recognized as a Good Food purchaser, an institution scores one or higher in the Animal Welfare Category.<sup>6</sup>

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

**Steps to Implementation:**

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

<sup>6</sup> If only plant-based food options are offered and thus no milk and dairy products, eggs, and animal protein products are purchased, institution receives full (3) points.

## Value 5: Nutrition Goals

To be recognized as a Good Food purchaser, an institution meets at least 13 out of 25 items in the Nutrition Category<sup>7</sup>

| YEAR 1 TARGET  | POINTS AWARDED |
|--|----------------|
| Fruits, vegetables, and whole grains account for at least 25% of total food purchases  | 1              |
| Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price  | 1              |
| To the greatest extent possible, purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, due to cost or availability, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added  | 1              |
| To the greatest extent possible, purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased due to cost or availability, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) <sup>8</sup> or have “no salt added” | 1              |
| Prioritize the purchase of whole-grain, high-fiber options <sup>9</sup>  | 1              |
| Prioritize offering plant-based main dishes at each meal service <sup>10</sup>   | 1              |
| If meat is offered, prioritize the purchase of “extra lean” (total fat ≤ 5%) and “lean” (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork   | 1              |
| If meat is offered, minimize the purchase of processed meats <sup>11</sup>   | 1              |
| If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available  | 1              |
| Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions <sup>12</sup>   | 1              |
| At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 ounces  | 1              |
| Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered  | 1              |
| Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking   | 1              |
| Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions <sup>13</sup>   | 1              |
| Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards  | 1              |
| All pre-packaged food has zero grams trans fat per serving (as labeled)  | 1              |
| Eliminate the use of deep frying   | 1              |
| Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)  | 1              |
| Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)   | 1              |
| Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)   | 1              |

|   |   |
|---|---|
| Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage   | 1 |
| Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)   | 1 |
| Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide   | 1 |
| Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions) <sup>14</sup> | 1 |
| Develop a worksite wellness program including nutrition education for employees and/or patrons  | 1 |

**LEVEL 1 HEALTHY – MEETS 13–15 OUT OF 25**

**LEVEL 2 HEALTHY – MEETS 16–20 OUT OF 25**

**LEVEL 3 HEALTHY – MEETS 21–25 OUT OF 25**

**EXTRA POINTS HEALTHY – MEETS ALL 25 POINTS (1 POINT)**

<sup>7</sup>All nutrition goals listed above may not apply to all types of food service institutions. Food service institutions must ensure the above nutrition goals comply with local, state and federal law that may govern individual food service programs such as youth detention facilities, school meal programs and other meals served to dependent community members. Each food service institution will be eligible for points towards the good food pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture, the Food and Drug Administration, as well as other leading health organizations. The above nutrition goals will be reviewed and revised periodically to ensure they meet current dietary recommendations and take into consideration program implementation.

<sup>8</sup>Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>9</sup>Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>10</sup>Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

<sup>11</sup>If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>12</sup>Low Sodium is 140 mg or less per RACC

<sup>13</sup>Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

<sup>14</sup>Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

### ACCOUNTABILITY AND TRACEABILITY

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

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

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

- The name and location of farms and processing facilities providing Good Food to an institution will be provided to the institution at the time of ordering, a week or two prior to ordering or on the product list of available food items. Typically, the produce lists of available products from distributors and produce houses are the way buyers are notified to select the food they want to purchase. Vendors should list how each Good Food supplier fulfills and verifies identified Good Food goals, including local, environmentally sustainable, fair, animal welfare and healthy.
- If an existing vendor is unable to comply with specific targets within the overall Good Food framework, the vendor will be asked to submit a plan outlining a strategy with benchmarks to achieve full compliance within one year and update the plan annually during term of contract. Vendors will verify their progress and compliance with the plan during specified benchmark periods.
- The vendor will provide the net price paid to farmers, ranchers, or fisherfolk to the Purchasing Institution on a per pound, per case, or other applicable case count prior to the distributor's or produce firm's mark up. Costs should be fair, reasonable and transparent. The Purchaser should develop this transparent program in partnership with their Distributor and/or Produce House.
- Paperwork that proves the origin of any processed food items will be provided to an institution upon request, but shall be kept on record by produce or distribution firms. We recommend the development and implementation of a transparent record keeping system between purchasers and fresh produce processors so that there are checks and balances in place in order to confirm that Good Food products remain intact throughout the processing chain



## EDUCATION AND MARKETING

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

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

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

## FINAL THOUGHTS

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

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

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



# LIPSTICK PEPPERS



Sweet, Peppery  
Flavor

## APPENDIX A: Glossary of Terms

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

Source: <http://www.foodfirst.org/en/node/3098>

Website: [www.agriculturaljusticeproject.org/standards.html](http://www.agriculturaljusticeproject.org/standards.html)

**American Humane Certified:** a voluntary, third-party animal welfare audit process based on five freedoms:

- Freedom from thirst and hunger – by ready access to fresh water and a diet to maintain full health and vigor
- Freedom from discomfort – by providing an appropriate environment including shelter and a comfortable resting area
- Freedom from pain, injury and disease – by prevention or rapid diagnosis and treatment
- Freedom to express normal behavior – by providing sufficient space, proper facilities and company of the animal's own kind
- Freedom from fear and distress – by ensuring conditions and treatment which avoid mental suffering

Source: [http://www.naturalnews.com/028552\\_humane\\_animals.html#ixzz27nxDdi1t](http://www.naturalnews.com/028552_humane_animals.html#ixzz27nxDdi1t)

Website: <http://www.humaneheartland.org/our-standards>

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

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

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

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

**Certified Organic:** Products must meet the federal organic standards as determined by a USDA approved certifying agency. Organic foods cannot be grown using synthetic fertilizers, chemicals, or sewage sludge; cannot be genetically modified; and cannot be irradiated. Organic meat and poultry must be fed only organically grown feed (without any animal byproducts) and cannot be treated with hormones or antibiotics. In order to bear the USDA "Certified Organic" seal, a product must contain 95 to 100 percent organic ingredients. Products that contain more than 70 percent, but less than 94 percent organic ingredients can be labeled "Made with Organic Ingredients," but cannot use the USDA "Certified Organic" seal. Organic ingredients can be listed on the packaging of products that are not entirely organic. <http://www.ams.usda.gov/NOP/indexNet.htm>. While some small farmers grow their food using organic methods, they choose not to go through the certification process for economic or ideological reasons, so they cannot label their food "certified organic."

**CIW Fair Food Supplier Code of Conduct:** a set of labor standards developed by the Coalition for Immokalee Workers designed to improve working conditions and give workers the ability to voice their concerns over safety, working conditions, and Code violations without fear of retribution. Growers are required to keep a proper time registration system, hire farm workers as employees and pay them wages and benefits directly, provide protective equipment and training, ensure breaks and opportunities for advancement, and implement proper workplace safety systems.

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

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

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

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

Website: <http://www.equitablefood.net>

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

Source: [http://www.nifa.usda.gov/nea/ag\\_systems/in\\_focus/familyfarm\\_if\\_overview.html](http://www.nifa.usda.gov/nea/ag_systems/in_focus/familyfarm_if_overview.html)

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

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

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

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

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

**Good Food:** Good Food is defined by the Los Angeles Food Policy Council as food that is: 1) Healthy: a) Foods meet the Dietary Guidelines for Americans and provide freedom from chronic ailment; b) Food is delicious, safe, and aesthetically pleasing.; 2. Affordable: Foods that people of all income levels can purchase.; 3. Fair: a) All participants in the food supply chain receive fair compensation and fair treatment, free of exploitation.; b) High quality food is equitable and physically and culturally accessible to all; 4) Sustainable: Produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management).



**Genetically Modified Organisms (GMOs):** In the context of food, GMOs are agricultural products (crops or animals) that have been genetically engineered to possess certain traits. Since there is minimal research on the long-term impacts that GMOs may have on the earth and human health, many organizations caution against use and consumption of GMOs. Organic products are, by definition, non-GMO.

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

Website: <http://www.globalanimalpartnership.org/the-5-step-program/>

**Grassfed (American Grassfed Association (AGA) Certified):**

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

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

**Hazard Analysis & Critical Control Points (HACCP):** HACCP is a management system in which food safety is addressed through the analysis and control of biological, chemical, and physical hazards from raw material production, procurement and handling, to manufacturing, distribution and consumption of the finished product.

Source: <http://www.fda.gov/food/foodsafety/hazardanalysiscriticalcontrolpointshaccp/default.htm>

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

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

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

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

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

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

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

**Los Angeles Business Inclusion Program Definitions:**

- Small Business Enterprise (SBE): For the purpose of The Business Inclusion Program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:

- A business (personal or professional services, manufacturer, supplier, and vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
- A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.
- Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues do not exceed \$3.5 million.

Source: <http://gsd.lacity.org/sms/BIP%20OUTREACH%20DOCUMENTATION%20&%20PROCESS.pdf>)

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

- The fishing activity must be at a level which is sustainable for the fish population. Any certified fishery must operate so that fishing can continue indefinitely and is not overexploiting the resources.
- Fishing operations should be managed to maintain the structure, productivity, function and diversity of the ecosystem on which the fishery depends.
- The fishery must meet all local, national and international laws and must have a management system in place to respond to changing circumstances and maintain sustainability.

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

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

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

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

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

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

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

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

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

Website: <http://ipmprime.org>

**Procurement:** The sourcing and purchasing of food to supply foodservice operations. Procurement involves identifying the food needs of the customer base for the foodservice operation, specifying product requirements, identifying suppliers, taking deliveries, inspecting and storing items, and, depending on the size of the operation, soliciting and evaluating bids and proposals, controlling inventory, and paying suppliers.

**Protected Harvest certified:** a points-based certification program is designed to ensure that crops have been raised with integrated pest management. The point system is used that rewards growers for implementing ecologically based practices in nine different management categories: field scouting, information sources, pest management decisions, field management decisions, weed management, insect management, disease management, soil and water quality, and storage management. A minimum number of points must be achieved in each category to qualify for certification. Website: <http://www.protectedharvest.org/>

**“Raised without antibiotics” or “No antibiotics administered” (poultry and meat products):** These USDA approved label claims imply that no antibiotics were administered to the animal at any point during its life. If an animal becomes sick and requires treatment, it should be segregated from other animals and sold as a conventional meat product. Source: [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

**Raised without added hormones or “No hormones added” (beef and lamb only):** This USDA approved label claim implies that no added hormones were given to the animal at any point during its life. Most meaningful when used on beef or lamb products since the use of added hormones is prohibited in poultry and pork production. [http://www.fsis.usda.gov/Fact\\_Sheets/Meat\\_&\\_Poultry\\_Labeling\\_Terms/index.asp](http://www.fsis.usda.gov/Fact_Sheets/Meat_&_Poultry_Labeling_Terms/index.asp)

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

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

— SSO Farm — a farm smaller than 180 acres. (NOTE: SSO Farm, as defined by the Good Food Purchasing Guidelines, is based upon the classification of farms by acreage in the 2007 USDA Agricultural Census. This is in contrast to the USDA definition of “small farm,” which is classified by gross sales less than \$250,000.)

— SSO Food Business — a business enterprise (including food processors) whose three (3) year average annual gross revenues do not exceed \$3.5 million.

(NOTE: Size of non-farm food business definition is based on City of Los Angeles Business Inclusion Program).

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

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

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

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

**Transitional Organic:** This label has been used in the past to mean that a farmer is using organic methods but has not reached the three-year pesticide-free requirement and cannot yet use the Certified Organic label. The USDA does not currently allow or sanction the use of this label for official marketing purposes.

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### USDA Farm Classification System

The USDA Economic Research Service (USDA-ERS) has developed a farm classification system to divide U.S. farms into eight mutually exclusive and more homogeneous groups. The farm typology focuses on “family farms,” or farms organized as proprietorships, partnerships, and family corporations that are not operated by a hired manager. To be complete, however, it also includes nonfamily farms. For more info, see <http://www.extension.org/pages/13823/usda-small-farm-definitions>

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

**Source:** [http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study\\_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf](http://www.wallacecenter.org/our-work/Resource-Library/Innovative-Models/NGFN%20Case%20Study_Sycos%20Journey%20From%20Supply%20Chain%20to%20Value%20Chain.pdf)

## APPENDIX B: Good Food Purchasing Resource Guide

### HEALTHY, LOCAL & SUSTAINABLE FOOD PURCHASING POLICIES & GUIDELINES

#### Restaurants

##### Green Seal™: GS 46 Restaurants & Food Service

<http://www.greenseal.org/GreenBusiness/Standards.aspx?vid=ViewStandardDetail&cid=0&sid=27>

##### SustainWeb: Ethical Eats (UK based restaurants and caterers committed to sourcing sustainable foods)

<http://www.sustainweb.org/ethicaleats/>

##### Green Restaurant Association's: Dine Green

<http://www.dinegreen.com/restaurants/standards.asp>

##### San Francisco Green Business Program Standards:

#### Restaurants

[http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant\\_Checklist.pdf](http://sfgreenbusiness.org/images/stories/program%20standards%20PDFs/Restaurant_Checklist.pdf)

#### Hospitals

##### Green Guide for Health Care™ Food Service Credits

[http://www.noharm.org/us\\_canada/issues/food/planning.php#credits](http://www.noharm.org/us_canada/issues/food/planning.php#credits)

##### Green Guide for Health Care™ Food Service Credits, "Environmentally Preferable Purchasing: Food Technical Brief"

[http://noharm.org/lib/downloads/purchasing/EPP\\_Food\\_Tech\\_Brief\\_GGHC.pdf](http://noharm.org/lib/downloads/purchasing/EPP_Food_Tech_Brief_GGHC.pdf)

##### Health Care Without Harm's Tools and Resources for Hospitals, Group Purchasing Organizations and Distributors

<http://www.healthyfoodinhealthcare.org/resources.php#purchasingguides>

##### Healthier Hospitals Initiative

<http://healthierhospitals.org/hhi-challenges/healthier-food>

##### Kaiser Permanente: Fact Sheet on Sustainable Food Purchasing Policy

<http://xnet.kp.org/newscenter/aboutkp/green/stories/2011/110811sustainablefood.html>

##### Partnership for a Healthier America

<http://www.ahealthieramerica.org/#!/about-the-partnership>

#### Universities

##### University of California Policy on Sustainable Practices:

Sustainable Foodservices Policy (page 19) [http://www.universityofcalifornia.edu/sustainability/documents/policy\\_sustain\\_prac.pdf](http://www.universityofcalifornia.edu/sustainability/documents/policy_sustain_prac.pdf)

##### Yale Sustainable Food Purchasing Guide [http://www.yale.edu/sustainablefood/purchasing\\_guide\\_002.pdf.pdf](http://www.yale.edu/sustainablefood/purchasing_guide_002.pdf.pdf)

##### Yale Sustainable Food Purchasing Guidelines

[http://www.yale.edu/sustainablefood/food\\_purchasing.html](http://www.yale.edu/sustainablefood/food_purchasing.html)

##### Emory University's Sustainable Food Initiative

<http://sustainability.emory.edu/page/1008/Sustainable-Food>

##### Bon Appetit: General Sustainability Principles

<http://www.cafebonappetit.com/>

#### K-12 Schools

##### Washington D.C: Healthy Schools Act of 2010

<http://dchealthyschools.org/wordpress/wp-content/uploads/2011/11/Healthy-Schools-Act-as-Amended-20110810.pdf>

##### Local Food Procurement for San Diego Unified School District

<http://www.sandi.net/site/Default.aspx?PageID=993>

##### Local Fruit and Vegetable Sourcing in St. Paul's Public Schools- Lessons Learned and RFP

<http://food-hub.org/files/resources/>

##### Sample Purchasing Guidelines – "Specs" Large Scale Scratch Cooking Environment- Chef Ann Cooper, Berkeley Unified School District

[http://www.thelunchbox.org/sites/default/files/SAMPLE\\_PURCHASING\\_GUIDELINES2.pdf](http://www.thelunchbox.org/sites/default/files/SAMPLE_PURCHASING_GUIDELINES2.pdf)

##### Primer on geographic Preference: Potential, Pitfalls and Proper Procedures – School Food FOCUS

<http://www.schoolfoodfocus.org>

##### Alliance for a Healthier Generation

<http://www.healthiergeneration.org/companies.aspx?id=5657>

##### National Farm to School Network's list of resources on buying and selling local foods

<http://www.farmtoschool.org/publications.php?pt=buys>

### Federal, State and Municipal Government

General Services Agency: Health and Sustainability Guidelines for Federal Concessions and Vending Operations  
<http://www.gsa.gov/portal/content/104429>

### Massachusetts State Agency Food Standards

<http://www.mass.gov/eohhs/docs/dph/com-health/nutrition-phys-activity/eo509-state-agency-food-standards.pdf>

### City and County of San Francisco, Executive Directive: Healthy and Sustainable Food for San Francisco

[http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy\\_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf](http://www.sfgov3.org/ftp/uploadedfiles/sffood/policy_reports/MayorNewsomExecutiveDirectiveonHealthySustainableFood.pdf)

### New York City Agency Food Standards

[http://www.cspinet.org/new/pdf/nyc\\_agency\\_food\\_standards.pdf](http://www.cspinet.org/new/pdf/nyc_agency_food_standards.pdf)

### General Background Resources

Sustainable Food Policy- A Guide to Developing Sustainable Food Purchasing Policy  
<http://www.sustainablefoodpolicy.org/>

Public Health Law and Policy: “Understanding Healthy Procurement: Using Government’s Purchasing Power to Increase Access to Healthy Food”

[http://www.phlpnet.org/sites/phlpnet.org/files/Understanding\\_Healthy\\_Procurement\\_2011.pdf](http://www.phlpnet.org/sites/phlpnet.org/files/Understanding_Healthy_Procurement_2011.pdf)

UC Sustainable Agriculture Research & Education Program, Agricultural Sustainability Institute, UC Davis: “Emerging Local Food Initiatives in Northern California Hospitals”

[http://www.sarep.ucdavis.edu/CDPP/fti/Farm\\_To\\_Hospital\\_WebFinal.pdf](http://www.sarep.ucdavis.edu/CDPP/fti/Farm_To_Hospital_WebFinal.pdf)

The Johns Hopkins Center for a Livable Future Health Care and Without Harm: “Balanced Menus: A Pilot Evaluation of Implementation in Four San Francisco Bay Area Hospitals”

<http://www.jhsph.edu/bin/k/m/BMCReportFinal.pdf>

Centers for Disease Control and Prevention (CDC): “Improving the Food Environment Through Nutrition Standards: A guide for government procurement”

[http://www.cdc.gov/salt/pdfs/dhdsp\\_procurement\\_guide.pdf](http://www.cdc.gov/salt/pdfs/dhdsp_procurement_guide.pdf)

Michigan Good Food Work Group Report Series: “Institutional Food Purchasing”

<http://mlui.org/downloads/InstFoodPurchasingReport.pdf>

### LEARN MORE ABOUT GOOD FOOD SOURCING

#### Local

USDA's List of Certified Farmers' Markets

<http://apps.ams.usda.gov/FarmersMarkets/Default.aspx>

See Appendix C for list of local product availability in LA (distributors and processors)

#### Environmental Sustainability

Consumer Reports

*Greener Choices: Eco-Labels Center*

<http://www.greenerchoices.org/eco-labels/productArea.cfm?ProductCategoryID=174>

Food Alliance, Institute for Agriculture & Trade Policy, Association for the Advancement of Sustainability in Higher Education, Healthcare Without Harm

*Third Party Certifiers for Sustainability in Food & Agriculture*

<http://www.sustainablefoodpolicy.org/third-party-certifications-for-identifying-sustainably-produced-foods>

Natural Resources Defense Council

*Label Lookup*

<http://www.nrdc.org/living/labels/food.asp>

Meatless Monday Campaign Toolkits

<http://www.meatlessmonday.com/spread-the-movement/>

CCOF Certified Organic

*CCOF's Organic Online Directory*

[http://www.ccof.org/cgi-bin/organicdirectory\\_search.cgi](http://www.ccof.org/cgi-bin/organicdirectory_search.cgi)

USDA Certified Organic

[www.ams.usda.gov/nop/](http://www.ams.usda.gov/nop/)

Food Alliance Certified

Online directory of certified producers and handlers

<http://foodalliance.org/client-search>

Non-GMO Project Verified

<http://www.nongmoproject.org/take-action/search-participating-products/>

Stewardship Index for Specialty Crops

<http://www.stewardshipindex.org/>

### Sustainable Seafood

Blue Ocean Institute

*Offers Ocean and seafood sustainability education for chefs*

<http://www.blueocean.org>

Monterey Bay Seafood Watch List

[http://www.montereybayaquarium.org/cr/SeafoodWatch/web/sfw\\_factsheet.aspx](http://www.montereybayaquarium.org/cr/SeafoodWatch/web/sfw_factsheet.aspx)

Good Catch...The Essentials: Helping You Navigate Seafood Sustainability

[http://www.goodcatch.org.uk/site\\_media/uploads/Good\\_Catch...the\\_essentials\\_FINAL.pdf](http://www.goodcatch.org.uk/site_media/uploads/Good_Catch...the_essentials_FINAL.pdf)

Marine Stewardship Council

<http://www.msc.org/>

Marine Conservation Society

*Buyers guide to sustainable seafood*

<http://www.fishonline.org/>

The Institute for Fisheries Resources

*List of local fish seasonality*

<http://www.ifrfish.org/where/los-angeles-area>

### Valued Workforce

United Farm Workers

*List of farms with union contracts:*

[http://www.ufw.org/\\_page.php?menu=organizing&inc=orga\\_label.html](http://www.ufw.org/_page.php?menu=organizing&inc=orga_label.html)

Agricultural Justice Project's Standards

<http://www.agriculturaljusticeproject.org/AJPStandardsJuly2010Final.pdf>

Agricultural Justice Project's Toolkit for Farmers

*Sample labor policies and other resources to help farmers meet standards*

[http://www.agriculturaljusticeproject.org/full\\_farmer\\_toolkit.pdf](http://www.agriculturaljusticeproject.org/full_farmer_toolkit.pdf)

Equitable Food Initiative

*Partnership among businesses and organizations that have come together to develop standards, training processes and a certification to protect farm workers and produce safer, healthier food.*

<http://www.equitablefood.net/#!home/mainPage>

Bon Appetit: Code of Conduct for Sustainable Tomato

Suppliers <http://www.bamco.com/uploads/documents/CODE%20OF%20CONDUCT%20FOR%20SUSTAINABLE%20TOMATO%20SUPPLIERS%20.pdf>

Domestic Fair Trade Association

*DFTA is engaged in a process of developing criteria for domestic fair trade standards. Draft DFTA criteria and instructions for evaluation:*

<http://www.thedfta.org/index.php?c=evaluation>

Food Chain Workers Alliance

Statement on Social Certification

[http://foodchainworkers.org/?page\\_id=232](http://foodchainworkers.org/?page_id=232)

Restaurant Opportunities Center

*National Diner's Guide*

*Consumers guide provides information on the wage, benefits, and promotion practices of the 150 most popular restaurants in America, including several high-road restaurants in Los Angeles.*

<http://rocunited.org/dinersguide/>

Fair World Project

<http://fairworldproject.org/>

### Animal Welfare

Global Animal Partnership

*Recognizes and rewards producers for their welfare practices and promotes and facilitates continuous improvement. Standards listed here:*

<http://www.globalanimalpartnership.org/the-5-step-program/our-standards/>

Animal Welfare Approved

*Online directory of certified farms*

<http://www.animalwelfareapproved.org/product-search/>

Humane Farm Animal Care/Certified Humane Raised and Handled®

*Online directory*

<http://www.certifiedhumane.org/index.php?page=where-to-buy>

AGA Grass-Fed

*AGA Producer Profiles*

<http://www.americangrassfed.org/producer-profiles/>

Animal Welfare Approved

*Food Labeling for Dummies*

*A guide to common food label terms and claims*

[http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-For-Dummies-6\\_high-res.pdf](http://www.animalwelfareapproved.org/wp-content/uploads/2012/08/Food-Labeling-For-Dummies-6_high-res.pdf)

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**Nutrition**

U.S. Department of Agriculture (USDA): *Dietary Guidelines for Americans*

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Harvard School of Public Health: *Healthy Eating Plate*

<http://www.hsph.harvard.edu/nutritionsource/healthy-eating-plate/>

USDA: *My Plate*

<http://www.choosemyplate.gov/print-materials-ordering/dietary-guidelines.html>



## APPENDIX C: Local Product Availability (Los Angeles)

Los Angeles wholesale distribution firms with locally sourced products:

### California Produce Wholesalers

6818 Watcher St.  
Commerce, CA 90040  
Telephone: (800) 460-9193  
Fax: (562) 928 3090

<http://www.californiaproducewholesalers.com/>



### Worldwide Produce

1661 McGarry St.  
Los Angeles, CA 90021  
Telephone: (800) 300-2737  
Fax: (213) 741-1777

<http://www.wvproduce.com/>



### FreshPoint Southern California

Locally Grown Division  
155 N. Orange Avenue  
City of Industry, CA 91744  
<http://www.freshpoint.com>



### Processing of locally sourced produce:

#### Field Fresh Foods

Locally Fresh Foods  
14805 South San Pedro Street  
Gardena, CA 90248  
Telephone: (800)411-0588

<http://www.fieldfre>



### Gold Star Foods

3781 E. Airport Drive  
Ontario, Ca. 91761  
Telephone: (800) 540-0215  
Fax: (866)802-1997

<http://www.goldstarfoods.com/default.asp>



### Heath & Lejeune

1417 South Eastman Avenue  
Commerce, CA 90023  
Telephone: (213) 614-1909  
<http://souillyorganic.com/>



### L.A. Specialty Produce

13527 Orden Drive  
Santa Fe Springs, CA 90670  
Telephone: (562) 741-2200  
Fax: (562) 741-2907  
<http://www.laspecialty.com/index.html>



### Sunrise Produce Company

1400 Goodrich Blvd  
Commerce, CA 90022  
Telephone: (323) 726-3838  
<http://www.sunriseproduce.com/index.html>



### West Central Produce

2020 East 7th Place  
Los Angeles, CA 90021  
Telephone: (800) 464-8349  
[www.westcentralproduce.com](http://www.westcentralproduce.com)

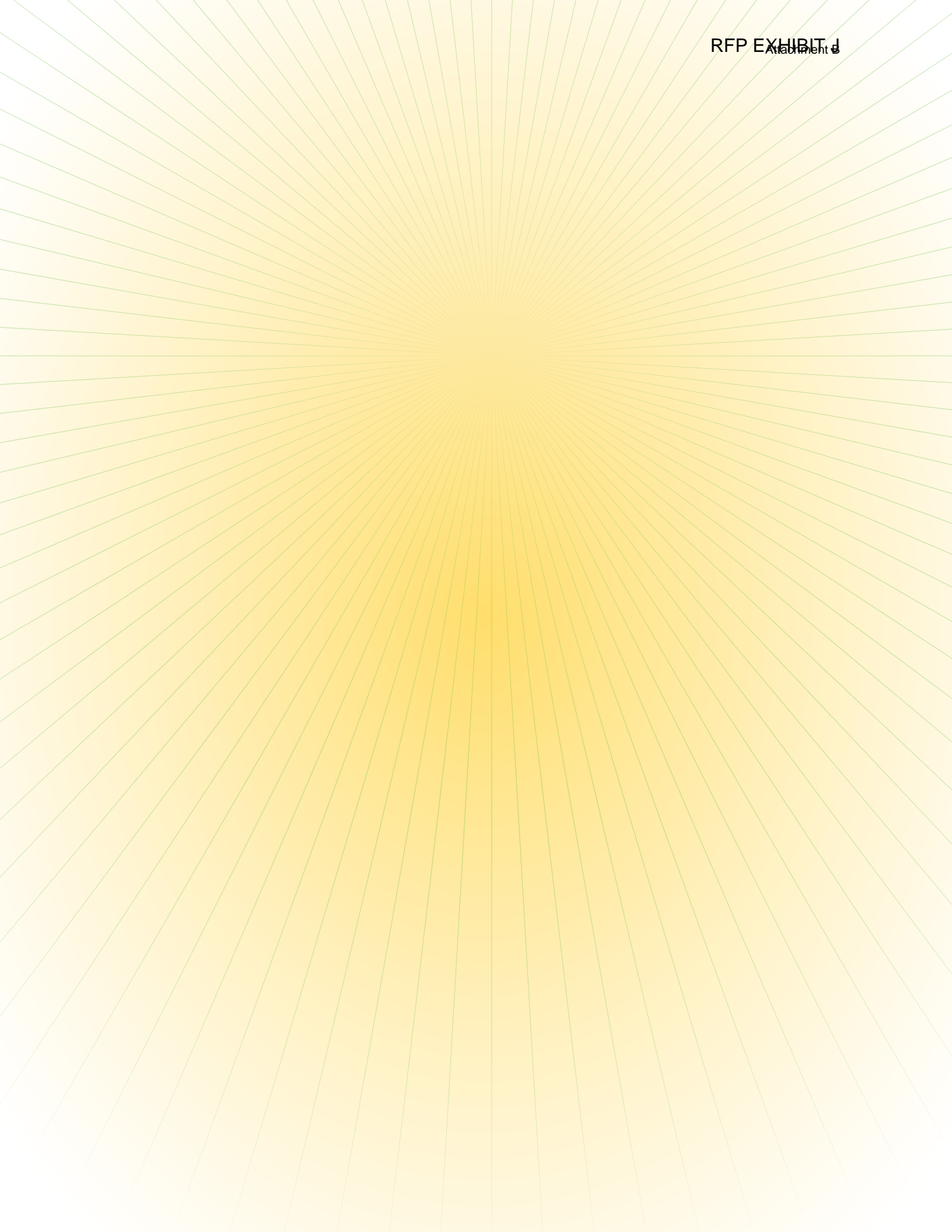




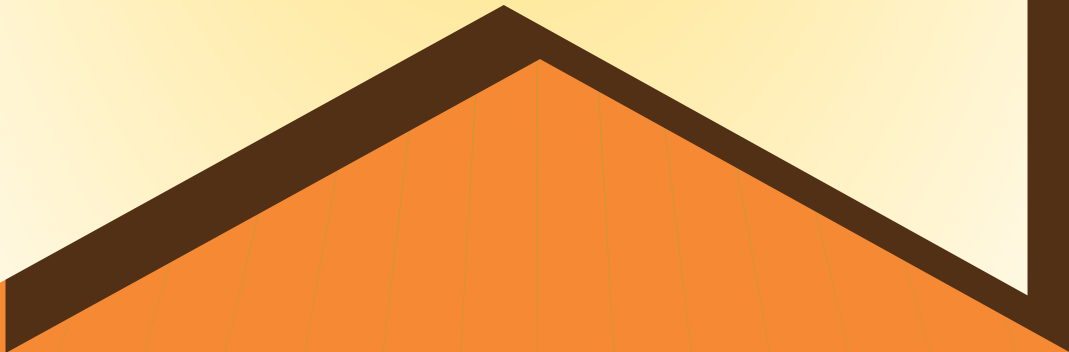
Tomatillo  
\$3/lb

Roma  
Tomatoes  
\$2.50/lb

Small  
Pumpkin  
\$1.50/lb  
Large  
Pumpkin  
\$2.50/lb



[www.goodfoodla.org](http://www.goodfoodla.org)



## Baseline Data Collection Plan for Good Food Purchasing Institutions

### Year 1

The list below details all deliverables requested in Year One of the Good Food Purchasing Policy. Information collected will help assess your baseline purchasing practices and will be used to develop goals and action plans for continued progress. Information will be updated annually. All forms will be provided in toolkit and electronically. Documents should be submitted to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).

| DELIVERABLE  | DEADLINE  |
|--|---|
| ✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting   | March 2014  |
| ✓ Sign Good Food Purchasing Pledge   | (Within one month)  |
| ✓ Submit Food Service Operations Overview Form <ol style="list-style-type: none"> <li>1. Total annual dollar amount of food purchases by food category (including beverages)</li> <li>2. Food service contracts terms (i.e. renewal dates) and vendor names</li> <li>3. Existing monitoring and compliance plans</li> </ol>  | Within one month of signing Good Food Purchasing Pledge   |
| ✓ Submit copy of signed Contractor Code of Conduct forms from food service vendors acknowledging that all subcontractors and suppliers comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core International Labour Organization (ILO) standards.   | Within one month of signing Good Food Purchasing Pledge   |
| ✓ Complete Baseline Assessment: Nutrition Guidelines in Food Service Institutions  | Within one month of signing Good Food Purchasing Pledge   |
| ✓ Provide three-month detailed purchasing inventory for five food categories (see Good Food Purchasing Tracking form): <ul style="list-style-type: none"> <li>• Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>• For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (brand or label – or farm if possible)</li> <li>• Include up to three months of data</li> </ul> | Within two months of signing Good Food Purchasing Pledge  |
| ✓ Complete First Draft of Five-Year GFPP Action Plan (see template)  | Within four months of signing Good Food Purchasing Pledge |
| ✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting   | Summer 2014   |
| ✓ Submit final Five-Year GFPP Action Plan to LAFPC   | Within eight months of signing Good                       |

|  |                        |
|--|------------------------|
|  | Food Purchasing Pledge |
|--|------------------------|

## Ongoing Data Collection Plan for Good Food Purchasing Institutions

### *Years Two through Five*

| DELIVERABLE  | DEADLINE                            |
|--|-------------------------------------|
| <ul style="list-style-type: none"> <li>✓ Submit quarterly inventory of food purchases by product category           <ul style="list-style-type: none"> <li>▪ Five categories include: 1) produce; 2) milk/dairy; 3) meat/poultry; 4) whole grains &amp; legumes; 5) seafood</li> <li>▪ For each five food categories, provide following information for each product purchased: 1) food type; 2) volume; 3) cost; and 4) source (to farm level)</li> </ul> </li> </ul> | January<br>April<br>July<br>October |
| <ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>   | Winter                              |
| <ul style="list-style-type: none"> <li>✓ Update Food Operations Overview, Nutrition Assessment and/or Contractor Code of Conduct forms as necessary</li> </ul>   | March                               |
| <ul style="list-style-type: none"> <li>✓ Attend Semi-Annual Good Food Purchasing Technical Assistance Meeting</li> </ul>   | Summer                              |
| <ul style="list-style-type: none"> <li>✓ Submit Report on Policies, Practices and Progress to LAFPC</li> </ul>   | August                              |
| <ul style="list-style-type: none"> <li>✓ LAFPC submits Annual Report on Implementation to City Administrative Officer</li> </ul>   | October                             |

Please submit this form to Colleen McKinney ([cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org)).

1. Total annual dollar amount of food purchases by food category (including beverages).

| Annual Food Purchases by Product Category   |                             |
|---|-----------------------------|
| Food Category   | Annual Purchase Amount (\$) |
| Fruit & Vegetables <ul style="list-style-type: none"> <li>• <i>Fresh</i></li> <li>• <i>Frozen</i></li> <li>• <i>Canned</i></li> </ul> |                             |
| Milk & Dairy  |                             |
| Meat & Poultry  |                             |
| Seafood   |                             |
| Grains & Legumes (beans, rice, quinoa etc)  |                             |
| Other Products (packaged foods, bakery items etc)   |                             |
| Beverages   |                             |
| <b>TOTAL ANNUAL FOOD PURCHASES</b>  |                             |

2. List all food service contracts terms (i.e. renewal dates) and vendor names.

| Department Food Service Contracts | Vendor Name | Contract Renewal Dates |
|-----------------------------------|-------------|------------------------|
|                                   |             |                        |
|                                   |             |                        |
|                                   |             |                        |
|                                   |             |                        |
|                                   |             |                        |
|                                   |             |                        |

3. List and describe any existing monitoring and compliance plans included in current contracts (use as much space as needed).

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**CITY OF LOS ANGELES  
CONTRACTOR CODE OF CONDUCT**

The City of Los Angeles has long supported the premise that employers should fairly compensate employees, that the health and safety of workers should be protected, and that no form of discrimination or abuse should be tolerated. Experience indicates that laws and regulations designed to safeguard basic tenets of ethical business practices are disregarded in some workplaces, commonly referred to as "sweatshops."

In its role as a market participant that procures equipment, goods, materials and supplies, the City seeks to protect its interests by assuring that the integrity of the City's procurement process is not undermined by contractors who engage in sweatshop practices and other employment practices abhorrent to the City. When the City inadvertently contracts with these contractors, the City's ethical contractors are placed at a distinct competitive disadvantage. Many times ethical contractors are underbid by unscrupulous contractors in competition for City contracts. These ethical contractors may be dissuaded from participating in future procurement contracts.

The City's proprietary contracting interests are served by doing business with contractors who make a good faith effort to ensure that they and their subcontractors shun sweatshop practices and adhere to workplace and wage laws. Seeking to protect these municipal interests, the City requires that all contractors subject to the Sweat-free Procurement Ordinance certify that they and, to the best of their knowledge, their subcontractors will comply with the City's Contractor Code of Conduct and to promise the following:

- (a) To comply with all applicable wage, health, labor, environmental and safety laws, legal guarantees of freedom of association, building and fire codes, and laws and ordinances relating to workplace and employment discrimination.
- (b) To comply with all human and labor rights and labor obligations that are imposed by treaty or law on the country in which the equipment, supplies, goods or materials are made or assembled, including but not limited to abusive forms of child labor, slave labor, convict or forced labor, or sweatshop labor.
- (c) To take good faith measures to ensure, to the best of the contractor's knowledge, that the contractor's subcontractors also comply with the City's Contractor Code of Conduct.
- (d) To pay employees working on contracts for garments, uniforms, foot apparel, and related accessories a procurement living wage, meaning for domestic manufacturers a base hourly wage adjusted annually to the amount required to produce, for 2,080 hours worked, an annual income equal to or greater than the U.S. Department of Health and Human Services most recent poverty guideline for a family of three plus an additional 20 percent of the wage level paid either as hourly wages or health benefits. For manufacturing operations in countries other than the United States, a procurement living wage which is comparable to the wage for domestic manufacturers as defined above, adjusted to reflect the country's level of economic development by using the World Bank's Gross National Income Per Capita Purchasing Power index.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understood the City's Contractor Code of Conduct and agree to comply with its requirements.

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Signature of Officer or Authorized Representative

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Date

---

Print Name and Title of Authorized Representative

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Print Company Name, Address and Phone Number



**Value 5: Nutrition** – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.

## Baseline Assessment: Nutrition Guidelines in Food Service Institutions

This baseline assessment will measure your institution's compliance with the nutrition category of the Good Food Purchasing Guidelines. All nutrition goals listed below may not apply to all types of food service institutions. Each food service institution will be eligible for points towards the Good Food Purchasing Pledge based on the total potential applicable points for that type of food service venue. LAFPC will work with each institution individually on their institution's pledge criteria. These nutrition goals were developed from reputable sources including the United States Department of Agriculture (USDA), the Food and Drug Administration (FDA), as well as other leading health organizations. The below nutrition goals will be reviewed and revised periodically to ensure they meet current dietary science and take into consideration program implementation.

Please answer each question below. If box is checked YES, please provide detail on how your institution meets this guideline. If NO, please state why not and if box is checked N/A, please explain why. **Send your self-assessment to Colleen McKinney at [cmckinneym@goodfoodla.org](mailto:cmckinneym@goodfoodla.org).**

| Nutrition Goals  | Yes/No/NA  | Description: If box is checked YES, please provide detail on how institution meets this guideline. If NO, please state why not. If you checked N/A please explain why. |
|--|--|--|
| 1. Do fruits, vegetables, and whole grains account for at least 25% of food purchases? | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |
| 2A. Are seasonal fruits sourced to ensure best taste, quality, and price?              | Y <input type="checkbox"/><br>N <input type="checkbox"/>                                 |  |

|   |  |  |
|---|--|--|
|   | N/A <input type="checkbox"/>   |  |
| 2B. Are seasonal vegetables sourced to ensure best taste, quality, and price?   | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |
| 3A. Does your institution to the greatest extent possible prioritize the purchase of whole fruit before purchasing frozen and/or canned fruit in its own juice with no sugars added?  | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |
| 3B. When fruits are whole, are they purchased without added sugar?  | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |
| 3C. Is canned fruit in its own juice with no sugars added?  | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |
| 4A. Does your institution to the greatest extent possible prioritize the purchase of whole vegetables without added sodium and fat before purchasing frozen and/or canned vegetables that are low sodium or have "no salt added"? | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |

|   |   |  |
|---|---|--|
| <p>4B. Are vegetables purchased whole, without added sodium and fat?</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>4C. Are canned vegetables low sodium (per FDA definitions)<sup>1</sup> or have “no salt added”?</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>5. Does your institution prioritize the purchase of whole-grain, high-fiber options<sup>2</sup>?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>6. Does your institution prioritize offering plant-based main dishes at each meal service<sup>3</sup>?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>7. If meat is offered, is the purchase of “extra lean” (total fat ≤ 5%) and “lean” (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork prioritized?</p> | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |

<sup>1</sup> Low sodium is defined as 140 mg or less per Reference Amount Customarily Consumed (RACC)

<sup>2</sup> Whole grain is listed as the first or second ingredient; 2 grams or more of fiber/serving

<sup>3</sup> Recommend plant-based dishes to include fruits, vegetable, beans, and legumes

|   |   |  |
|---|---|--|
| <p>8. If meat is offered, is the purchase of processed meats<sup>4</sup> minimized?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>9A. If dairy products are offered, is the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners) prioritized?</p> | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>9B. If milk is offered, are soy, rice, or other non-dairy milk alternatives without added sweeteners available?</p>                                      | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>10A. If juice is offered, is the purchase of juice that is 100% fruit juice with no added sweeteners prioritized?</p>                                    | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>10B. Is the purchase of all vegetable juice to be Low Sodium as per FDA definitions<sup>5</sup> prioritized?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |

<sup>4</sup> If processed meats are offered, recommend using only products with no more than 480 mg per 2 oz.

<sup>5</sup> Low Sodium is 140 mg or less per RACC

|   |   |  |
|---|---|--|
| <p>11. Do at least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) contain ≤ 25 calories per 8 ounces?</p> | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>12. Is drinking water (preferably cold tap water in at least 12 ounce cup sizes) offered?</p>  | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>13. Has your institution eliminated the use of hydrogenated and partially hydrogenated oils for cooking or baking?</p>   | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>14. Are Low Fat and/or Low Calorie and/or Low Sodium condiments offered as per FDA definitions<sup>6</sup>?</p>  | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>15. Has your institution committed to developing and implementing a gradual sodium reduction plan* that meets current Dietary Guidelines for Americans (DGA) standards?</p>                            | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |

\* A gradual sodium reduction plan is a guide to assist in reducing sodium gradually over time by a set of defined criteria, in food procured, sold, or distributed by any food service entity; this can include restaurants, snack shops, vending, cafeterias, and other types of food service venues.

<sup>6</sup> Low-Fat is 3 g or less per RACC (and per 50g if RACC is small); Low Sodium is 140 mg or less per RACC (and per 50g if RACC is small); Low Calorie is 40 calories or less per RACC (and per 50g if RACC is small).

|  |   |  |
|--|---|--|
| <p>16. Does all pre-packaged food have zero grams <i>trans</i> fat per serving (as labeled)?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>17. Has your institution eliminated the use of deep frying?</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>18. Is the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming) prioritized?</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>19. Are water, diet drinks (drinks that do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products displayed in eye level sections of beverage cases? (if applicable)</p> | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>20. Has your institution prioritized the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers? (if applicable)</p>   | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |
| <p>21. Are fruit with no-added sweeteners and non-fried vegetable offerings highlighted with signage?</p>  | <p>Y <input type="checkbox"/><br/> N <input type="checkbox"/><br/> N/A <input type="checkbox"/></p> |  |

|  |   |  |
|--|---|--|
| <p>22. Has your institution removed candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase? (if applicable)</p>  | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>23. Does your institution's menu list the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide?</p> | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>24A. Does your institution prioritize the use of 10' or smaller plates for all meals?</p>   | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>24B. Does your institution prioritize making available reduced-size portions of at least 25% of menu items offered?</p>   | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |
| <p>24C. Does your institution prioritize offering reduced-size portions at a lower price than regular-sized portions<sup>7</sup>?</p>  | <p>Y <input type="checkbox"/></p> <p>N <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p> |  |

<sup>7</sup> Reduced-sized portions are no more than 70% of the weight, measured in grams, of a regular-size portion of the same menu item.

|  |  |  |
|--|--|--|
| 24D. Are other portion control strategies prioritized in your institution?   | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |
| 25. Does your institution have a worksite wellness program including nutrition education for employees and/or patrons? | Y <input type="checkbox"/><br>N <input type="checkbox"/><br>N/A <input type="checkbox"/> |  |





## Five-Year GFPP Action Plan | TEMPLATE

The tiered, points based scoring system outlined in the Good Food Purchasing Guidelines allows participants to choose which level of commitment best suits the Good Food goals of their organization. The guidelines require that a baseline be met for each value, but an institution can receive additional points by making even greater commitments in each value category. Participants are awarded one to five stars based on their total score. To maintain their star rating over time, participating institutions are expected to increase the amount of Good Food they purchase each year.

In Year One of the program, Good Food Purchasing Institutions (GFPI) will develop a five-year action plan that describes their purchasing goals and objectives, based on the baseline purchasing practices measured at the time of pledge adoption. The action plan should include measurable deliverables and benchmarks from Years One through Five. The multi-year action plan will serve as a guide for future annual progress reports. The components of a successful action plan, including the any forms to be submitted, are described below. **Submit final action plan and chart to Colleen McKinney at [cmckinney@goodfoodla.org](mailto:cmckinney@goodfoodla.org).**

### SECTION ONE: Year One – Baseline Assessment

#### ***Introduction & Purpose***

Summarize in a few sentences your institution's interest and involvement in the Good Food Purchasing Program.

#### ***Food Service Operations Overview (SUBMIT FORM)***

Using the *Food Service Operations Overview* form, describe your operation, including:

Total purchases for each food category: fruits & vegetables, milk & dairy, meat & eggs, seafood, grains & legumes, other products (packaged foods, bakery products, etc.), and beverages.

- Total annual food purchases
- Food service contract terms (i.e. renewal dates) and vendor names
- Existing monitoring & compliance plans included in contracts

#### ***GFPP Tracking Sheet (SUBMIT FORM)***

Using the *GFPP Tracking Sheet* or the inventory sheet supplied by your vendor(s), provide the following information for each product:

- Food type
- Volume purchased
- Cost per unit
- Source: include brand or label and plant location. Wherever possible, include the name of the farm or ranch where the item was produced
- Any known certifications or product claims associated with each product

#### ***Summary of Current Best Practices & Recent Achievements***

Highlight any existing best practices or key procurement achievements within your institution. This may include:

- Recent product shifts or commitments (e.g. 100% cage free eggs, direct relationship with local growers)
- Existing healthy and/or sustainable food service initiatives (e.g. trayless dining, compostable dishware, Healthy Picks program)
- Staff trainings or continued learning opportunities related to food service, culinary arts, nutrition, etc.

#### ***Current Challenges***

In your work to improve your food service operation, what have been the greatest challenges to success? What obstacles might continue to slow progress?

## **SECTION TWO: Years Two through Five**

### ***2-5 Year Plan Goals***

Outline the institution's overall long-term goals for the Good Food Purchasing Program (e.g. earn three-star rating by third year of program).

### ***Objectives & GFPP Five-Year Action Plan Chart (SUBMIT FORM)***

Identify the objectives your institution will focus on to reach your desired rating (i.e. achieve Level 3 Environmental Sustainability by Year Two, Level 2 in Valued Workforce by Year Four, and maintain Level 1 in all other categories). In each category section, identify any changes you will make to your purchasing that will allow you to meet your desired level in that category. For each of the five value categories, explain your institution's objective, benchmarks, and timeline for completion (see template attached).

## Template: GFPP Five-Year Action Plan Chart – For Good Food Purchasers

**Target:** The Good Food Purchasing Pledge harnesses the purchasing power of major institutions to encourage greater production of sustainably produced food, healthy eating habits, respect for workers' rights, humane treatment of animals and support for the local business economy by providing new opportunities for small and mid-sized farmers and job creation along the supply chain.

**Directions:** Use this document as a planning guide for implementing the Good Food Purchasing Guidelines. For each value, you only need to choose one objective from one level. Each Level corresponds with the numeric value. For example, achieving Level 1 would earn you 1 point, Level 2 = 2 points, and so on. If your institution is unable to reach the baseline level for any value category in Year 1, you may submit a plan detailing your goals for achieving baseline compliance within one year.

### Value 1: Local Economies – Support small and mid-sized agricultural and food processing operations within the local area or region

| Objective  | Benchmarks | Activities | Timeframe | Points |
|--|------------|------------|-----------|--------|
| <p><b>Level 1 = 1 Point</b></p> <p>15% annual average of total cost of food purchases comes from sources that are:</p> <ul style="list-style-type: none"> <li>Within 200 miles (or 10 SoCal counties) and large scale operations (&gt;500 acre farms) <b>OR</b></li> <li>In California AND medium scale operations (180-499 acre farms) <b>OR</b></li> <li>Outside of California AND small scale operations (&lt;180 acre farms)</li> </ul> <p>25% annual average of total cost of food purchases by Year 5.</p>   |            |            |           |        |
| <p><b>Level 2 = 2 Points</b></p> <p>15% annual average of total cost of food purchases comes from sources that are:</p> <ul style="list-style-type: none"> <li>Local within 200 miles (or 10 SoCal counties) AND medium scale operations <b>OR</b></li> <li>Within California AND small scale operations</li> </ul> <p>25% annual average of total cost of food purchases by Year 5.</p>   |            |            |           |        |
| <p><b>Level 3 = 3 Points</b></p> <p>15% annual average of total cost of food purchases comes from sources that are:</p> <ul style="list-style-type: none"> <li>Local within 200 miles (or 10 SoCal counties) AND small scale operations</li> </ul> <p>25% annual average of total cost of food purchases by Year 5.</p>  |            |            |           |        |
| <p><b>Extra Points = 1 Point Each</b></p> <p>5% of annual average of total cost of food purchases comes from microenterprise farms (&lt;100 acres) and located within 200 miles.</p> <p>1% of annual average of total cost of food purchases is grown/raised and processed in Los Angeles County.</p> <p>Food is purchased directly from farmer-owned businesses.</p> <p>Food is purchased from women, minority, disabled, or veteran-owned food businesses (farms/operations).</p> <p>50% of total cost of food purchases comes from small and mid-sized food operations within the local area or region.</p> <p>At least 25% of prepared seafood sourced from small and/or local fleets.</p> |            |            |           |        |
| <b>Total Local Economies Points:</b>   |            |            |           |        |

**Value 2: Environmental Sustainability – Source from producers that employ sustainable production systems**

| Objective  | Benchmarks | Activities | Timeframe | Points |
|--|------------|------------|-----------|--------|
| <p><b>Level 1 = 1 Point</b></p> <p><b>Overall:</b> 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 1 environmentally sustainable sources; No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> participate in Stewardship Index for Specialty Crops; OR PRIME score has no high risk components for Integrated Pest Management Practices</li> <li>• <b>Milk &amp; Dairy:</b> No antibiotics; and RBGH/RBST free</li> <li>• <b>Meat &amp; Poultry:</b> Cage-free eggs; or Pasture raised; or USDA Grassfed; OR No antibiotics</li> <li>• <b>Seafood:</b> No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide</li> <li>• <b>Grains:</b> Pesticide-free</li> </ul>   |            |            |           |        |
| <p><b>Level 2 = 2 Points</b></p> <p><b>Overall:</b> 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 2 environmentally sustainable sources. No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> PRIME score indicates low-risk for Integrated Pest Management Practices; OR Protected Harvest certified; OR participate in Stewardship Index for Specialty Crops with targets for annual improvement; OR Non-GMO Project Verified; or Food Alliance Certified</li> <li>• <b>Milk &amp; Dairy:</b> Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Meat &amp; Poultry:</b> AGA Grassfed; OR Non-GMO Project Verified; OR Animal Welfare Approved</li> <li>• <b>Seafood:</b> Fish listed as "Good" and "Best" choices in Monterey Bay Aquarium's Seafood Watch Guide</li> <li>• <b>Grains:</b> Food Alliance Certified; OR Non-GMO Project Verified</li> </ul> |            |            |           |        |
| <p><b>Level 3 = 3 Points</b></p> <p><b>Overall:</b> 15% annual average of total cost of food purchases, with a goal of increasing at least 2% per year will come from Level 3 environmentally sustainable sources; No seafood purchased should be listed as "Avoid" in the Monterey Bay Aquarium's most recent Seafood Watch Guide. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li>• <b>Fruits &amp; Vegetables:</b> USDA Organic; OR Biodynamic</li> <li>• <b>Milk &amp; Dairy:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Meat &amp; Poultry:</b> Food Alliance Certified; OR USDA Organic</li> <li>• <b>Seafood:</b> Marine Stewardship Council certified; OR 100% of fish listed as "Best Choice" in the Seafood Watch Guide</li> <li>• <b>Grains:</b> USDA Organic</li> </ul>   |            |            |           |        |

| Extra Points = 1 Point Each   |  |  |  |  |  |
|---|--|--|--|--|--|
| Institution participates in "Meatless Mondays"  |  |  |  |  |  |
| A minimum of 75% of all seafood is noted as "Best Choices" in the Monterey Bay Aquarium Guide OR certified by the Marine Stewardship Council. |  |  |  |  |  |
| 50% annual average of total cost of food purchases comes from environmentally sustainable sources.  |  |  |  |  |  |
| <b>Total Environmental Sustainability Points</b>  |  |  |  |  |  |

**Value 3: Valued Workforce – Provide safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption**

| Objective  | Benchmarks | Activities | Timeframe | Points |
|--|------------|------------|-----------|--------|
| <p><b>Level 1 = 1 Point</b></p> <p>All vendors and suppliers sign in writing that they respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):</p> <ol style="list-style-type: none"> <li>1. Freedom of association and the right to collective bargaining.</li> <li>2. Elimination of all forms of forced or compulsory labor.</li> <li>3. Abolition of child labor.</li> <li>4. Elimination of discrimination with respect to employment or occupation</li> </ol>   |            |            |           |        |
| <p><b>Level 2 = 2 Points</b></p> <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from farms with social responsibility policies, which includes:</p> <ul style="list-style-type: none"> <li>▪ union or non-poverty wages</li> <li>▪ respect for freedom of association and collective bargaining</li> <li>▪ safe and healthy working conditions</li> <li>▪ prohibition of child labor, except as allowed by domestic law and at least one additional employment benefit such as: <ul style="list-style-type: none"> <li>▪ health care benefits</li> <li>▪ paid sick days</li> </ul> </li> <li>▪ profit-sharing with all employees; OR</li> </ul> <p>Are Fair Trade Certified (for international products)</p> <p>15% annual average of total cost of food purchases by Year 5.</p> |            |            |           |        |
| <p><b>Level 3 = 3 Points</b></p> <p>All suppliers sign in writing that they follow the law AND 5% annual average of total cost of food purchases comes from combination of sources, including suppliers that:</p> <ul style="list-style-type: none"> <li>▪ Have a union contract with their employees; OR</li> <li>▪ Are a worker-owned Cooperative; OR</li> <li>▪ Have signed the CIW Fair Food Supplier Code of Conduct; OR</li> <li>▪ Are Food Justice-Certified by the Agricultural Justice Project; OR</li> <li>▪ Are certified by the Equitable Food Initiative</li> </ul> <p>15% annual average of total cost of food purchases by Year 5.</p>  |            |            |           |        |
| <p><b>Extra Points = 1 Point Each</b></p> <p>Buying entity establishes a reporting system for workers to report violations with a protection for workers from retaliation.</p>   |            |            |           |        |
| <p>Institution complies with baseline Level 1 fair criteria AND 25% of annual average of total cost of food purchases comes from Level 2 or 3 fair sources.</p>  |            |            |           |        |
| <p><b>Total Valued Workforce Points:</b></p>   |            |            |           |        |

**Value 4: Animal Welfare – Provide healthy and humane care for livestock**

| Objective   | Benchmarks | Activities | Timeframe | Points |
|---|------------|------------|-----------|--------|
| <p><b>Level 1 = 1 Point</b></p> <p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein product purchases, increasing at least 2% per year will come from Level 1 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li><b>Milk &amp; Dairy:</b> Produced from Pastured Cows OR USDA Organic Animal Welfare Rating standards; OR USDA Organic; OR Cage-free eggs; OR Pastured</li> <li><b>Meat &amp; Poultry:</b> Step 1 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR USDA Organic; OR Cage-free eggs; OR Pastured</li> </ul>                     |            |            |           |        |
| <p><b>Level 2 = 2 Points</b></p> <p><b>Overall:</b> 15% annual average of total cost of milk and dairy products and animal protein products, increasing at least 2% per year will come from Level 2 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li><b>Milk &amp; Dairy:</b> American Humane Certified</li> <li><b>Meat &amp; Poultry:</b> Step 2 of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR American Humane Certified</li> </ul>   |            |            |           |        |
| <p><b>Level 3 = 3 Points</b></p> <p><b>Overall:</b> 15% annual average of total cost of milk and dairy products, and animal protein product purchases, increasing at least 2% per year will come from Level 3 humane sources; 100% of all eggs are cage-free. 25% annual average of total cost of food purchases by Year 5.</p> <ul style="list-style-type: none"> <li><b>Milk &amp; Dairy:</b> Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> <li><b>Meat &amp; Poultry:</b> Step 3 or higher of Global Animal Partnership 5-Step Animal Welfare Rating standards; OR Animal Welfare Approved; OR Humane Farm Animal Care/Certified Humane Raised and Handled®</li> </ul> |            |            |           |        |
| <p><b>Extra Points = 1 Point Each</b></p> <p>Institution encourages plant-based diets by offering 100% vegetarian and/or vegan options.</p> <p>50% annual average of total cost of milk and dairy products, and animal protein products purchases come from humane sources.</p>   |            |            |           |        |
| <p><b>Total Animal Welfare Points:</b></p>  |            |            |           |        |



**Value 5: Nutrition – Promote health and well-being by offering generous portions of vegetables, fruits, and whole grains; reducing salt, added sugars, fats and oils; and by eliminating artificial additives.**

| Objective  | Benchmarks | Activities | Timeframe | Points |
|--|------------|------------|-----------|--------|
| Fruits, vegetables, and whole grains account for at least 25% of total food purchases  |            |            |           |        |
| Seasonal fruits and vegetables are sourced to ensure best taste, quality, and price  |            |            |           |        |
| Purchase whole fruits, without added sugar. When whole and unprocessed fruit cannot be purchased, purchase frozen fruit. If frozen products are unavailable, fruit should be canned in its own juice with no sugars added  |            |            |           |        |
| Purchase whole vegetables, without added sodium and fat. When whole and unprocessed vegetables cannot be purchased, purchase frozen vegetables. If frozen products are unavailable, canned vegetables should be low sodium (per FDA definitions) or have "no salt added" |            |            |           |        |
| Prioritize the purchase of whole-grain, high-fiber options   |            |            |           |        |
| Prioritize offering plant-based main dishes at each meal service   |            |            |           |        |
| If meat is offered, prioritize the purchase of "extra lean" (total fat ≤ 5%) and "lean" (total fat ≤ 10%) meat such as skinless chicken, turkey, ground beef, and pork   |            |            |           |        |
| If meat is offered, minimize the purchase of processed meats   |            |            |           |        |
| If dairy products are offered, prioritize the purchase of Fat-Free or Low Fat dairy products (1% milk fat or less with no added sweeteners). If milk is offered, soy, rice, or other non-dairy milk alternatives without added sweeteners are available                  |            |            |           |        |
| Prioritize all juice purchased to be 100% fruit juice with no added sweeteners and vegetable juice that is Low Sodium as per FDA definitions   |            |            |           |        |
| At least 50% of available beverage choices (excluding 100% fruit and Low Sodium vegetable juices and Fat Free or Low Fat milk with no added sweeteners) must contain ≤ 25 calories per 8 oz  |            |            |           |        |
| Require drinking water (preferably cold tap water in at least 12 ounce cup sizes) to be offered  |            |            |           |        |
| Offer Low Fat and/or Low Calorie and/or Low Sodium condiments as per FDA definitions   |            |            |           |        |
| Commit to developing and implementing a gradual sodium reduction plan that meets current Dietary Guidelines for Americans (DGA) standards  |            |            |           |        |
| All pre-packaged food has zero grams trans fat per serving (as labeled)  |            |            |           |        |
| Prioritize the preparation of all protein, including fish, poultry, meat, or meat alternatives in a low fat way (broiling, grilling, baking, poaching, roasting, or steaming)  |            |            |           |        |
| Display water, diet drinks (do not exceed 25 cal. per 8oz), 100% fruit juice without added sweeteners, Low   |            |            |           |        |

|   |  |  |  |  |
|---|--|--|--|--|
| Sodium vegetable juices, Fat Free or Low Fat dairy products with no added sweeteners, and milk alternative products in eye level sections of beverage cases (if applicable)   |  |  |  |  |
| Eliminate the use of deep frying  |  |  |  |  |
| Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage   |  |  |  |  |
| Prioritize the location of fruit and/or non-fried vegetables at convenient, high-visibility locations (including at front of cafeteria lines) and within reach of checkout registers (if applicable)  |  |  |  |  |
| Develop a worksite wellness program including nutrition education for employees and/or patrons.   |  |  |  |  |
| Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010  |  |  |  |  |
| Prioritize portion control strategies, if applicable (e.g. utilizing 10' or smaller plates for all meals or make available reduced-size portions of at least 25% of menu items offered, and offer reduced-size portions at a lower price than regular-sized portions) |  |  |  |  |
| Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable)   |  |  |  |  |
| Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking  |  |  |  |  |
| <b>Level 1 (1 Point) – Meets 13 – 15 out of 25</b>  |  |  |  |  |
| <b>Level 2 (2 Points) – Meets 16 – 20 out of 25</b>   |  |  |  |  |
| <b>Level 3 (3 Points) – Meets 21 – 25 out of 25</b>   |  |  |  |  |
| <b>Total Nutrition Points:</b>  |  |  |  |  |

**GRAND TOTAL GFPP POINTS**

| Good Food Purchasing Commitment Levels |                                   |                         |
|--|-----------------------------------|-------------------------|
| Stars Awarded                          | Good Food Purchaser Status Level  | Number of Points Needed |
| ★                                      | Good Food Purchaser – One Star    | 5 - 9                   |
| ★★                                     | Good Food Purchaser – Two Stars   | 10 - 14                 |
| ★★★                                    | Good Food Purchaser – Three Stars | 15 - 19                 |
| ★★★★                                   | Good Food Purchaser – Four Stars  | 20 - 24                 |
| ★★★★★                                  | Good Food Purchaser – Five Stars  | 25+                     |

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF THE GREEK THEATRE  
FOOD AND BEVERAGE CONCESSION

**Greek Theatre Venue Financial Data: 2010 - 2014**

A. Over the term of the current Greek Theatre Concession Agreement, the guaranteed minimum annual revenue-sharing is \$1,200,000 annually.

B. The Gross Revenue at the Concession was reported as follows:

| 2010         | 2011         | 2012         | 2013         | 2014         | Five-Year Average |
|--------------|--------------|--------------|--------------|--------------|-------------------|
| \$16,487,608 | \$20,228,755 | \$20,948,810 | \$22,806,300 | \$27,270,618 | \$21,548,418      |

C. The revenue-sharing payment to the City was reported as follows:

| 2010        | 2011        | 2012        | 2013        | 2014        | Five-Year Average |
|-------------|-------------|-------------|-------------|-------------|-------------------|
| \$1,200,000 | \$1,458,709 | \$1,521,669 | \$1,654,209 | \$1,977,314 | \$1,562,380       |

D. Gross Revenue by Category:

| Year | Gate         | Parking     | Sponsorship | Food & Beverage | Merchandise | Other       |
|------|--------------|-------------|-------------|-----------------|-------------|-------------|
| 2010 | \$9,987,114  | \$953,234   | \$281,992   | \$2,076,510     | \$454,940   | \$2,733,818 |
| 2011 | \$12,249,201 | \$1,140,231 | \$665,218   | \$2,476,979     | \$648,985   | \$3,048,141 |
| 2012 | \$13,236,981 | \$1,144,182 | \$475,465   | \$2,383,180     | \$723,036   | \$2,985,966 |
| 2013 | \$14,291,560 | \$1,450,860 | \$506,000   | \$3,038,879     | \$878,074   | \$2,640,927 |
| 2014 | \$17,053,844 | \$1,782,534 | \$547,150   | \$3,775,076     | \$1,018,471 | \$3,093,543 |

E. Greek Theatre Venue Attendance and Pollstar Ranking Statistics: 2010 - 2014

| Year | Live Music Events | Total Attendance | Pollstar Rank in the US |
|------|-------------------|------------------|-------------------------|
| 2010 | 46                | 190,055          | 21                      |
| 2011 | 58                | 249,240          | 6                       |
| 2012 | 56                | 234,868          | 11                      |
| 2013 | 62                | 295,126          | 17                      |
| 2014 | 77                | 308,427          | 22                      |

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF  
THE GREEK THEATRE CONCESSION

# Community Research Overview

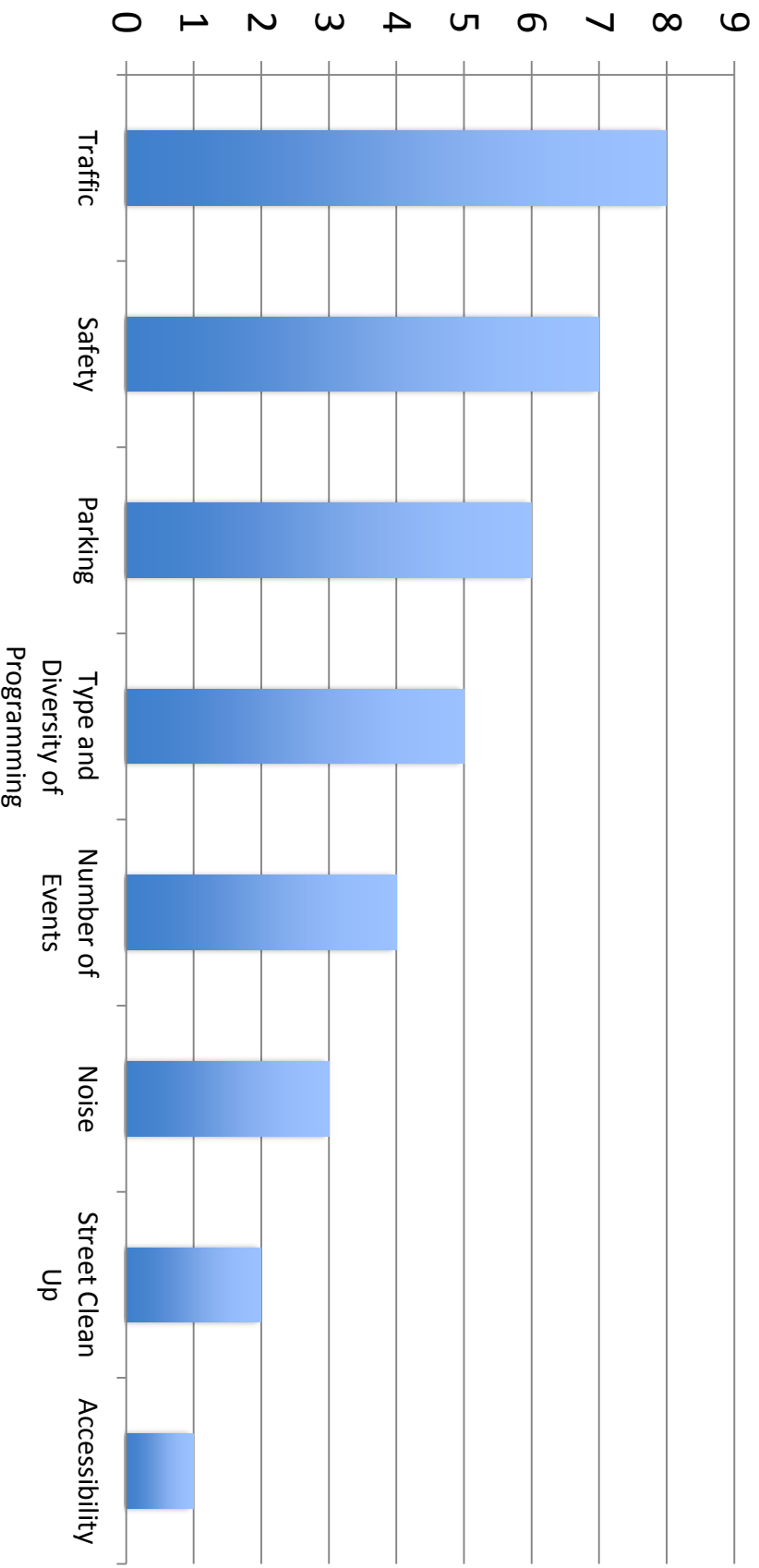
# Community Research Overview

Attachment B

## Survey Results

### Neighborhood Concerns

Traffic and Safety are the Top Concerns



# Community Research Overview Attachment B

## Survey Results

### Fan Experience Section

- 74% of respondents rated the fan experience as **satisfactory or highly satisfactory**
- 65% rated ease and arrival of parking at **average or better**
- 80% rated the ushers and staff as **average or better**
- 85% rated the quality of sound and video as **average or better**
- 40% rated the concessions menu as **average or unsatisfactory**
- 30% rated the quality of food and service as **average or below**

# Community Research Overview Attachment B

## Survey Results

### Comparable Venue Experience

- 75% rated the actual concert experience as an intimate one
- 40% rated the fan experience as **equal to or less enjoyable** than comparable venues
  - Comparable venues mentioned:
    - Hollywood Bowl
    - Nokia
    - Staples Center
    - Gibson

## Survey Results

### Comments and Additional Feedback

- The respondents reported attending an average of three to four concerts at the Greek Theatre per season
- Respondents felt that parking should be less than \$20 because of the “hassle of stacked parking”
- Respondents regularly attended other events at the Hollywood Bowl, Nokia, Staples Center and others
- Main points throughout additional comments regarded:
  - Parking
  - Noise
  - Venue clean-up
  - Communication with neighborhood groups



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COMMISSION EXECUTIVE ASSISTANT II

**CITY OF LOS ANGELES**  
CALIFORNIA



**ERIC GARCETTI**  
MAYOR

July 29, 2015

**DEPARTMENT OF  
RECREATION AND PARKS**

Attn: Partnerships Division/Concessions Unit  
PO Box 86610  
LOS ANGELES, CA 90086-0610

FAX (213) 202-4311

**MICHAEL A. SHULL**  
GENERAL MANAGER

**REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF THE GREEK THEATRE  
FOOD AND BEVERAGE CONCESSION  
(RFP #CON-F15-002)**

***ADDENDUM NO. 1***

The Request for Proposals for the Operation and Maintenance of the Greek Theatre Food and Beverage Concession (RFP) has been modified as follows:

1. Extend the due date for proposals from August 11, 2015 to the new due date of **Tuesday, August 25, 2015 at 1:00 PM**. Proposals must be submitted per Exhibit B, Section C. of the RFP to:

City of Los Angeles Department of Recreation and Parks  
Office of the Board of Recreation and Park Commissioners  
Attention: Board Secretary  
Two California Plaza  
350 South Grand Ave., 46<sup>th</sup> Floor  
Los Angeles, CA 90071

2. Exhibit B, Section C. Page 5 of the RFP, "Contact with City Personnel": A portion of the section is changed as follows:

"It is recommended that written questions be submitted as soon as possible in order to provide the Department sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after **August 11, 2015 at 5:00 PM.**"

All other information within Exhibit B, Section C. of the RFP, "Contact with City Personnel" remains the same.



Addendum No. 1  
July 29, 2015  
Page 2

3. The following compliance requirement is added for completion and submittal with the proposal.

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

Attachment A is Iran Contracting Act of 2010 Compliance Affidavit.

# 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.

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

## **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.

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

**BOARD OF RECREATION AND  
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ARMANDO X. BENCOMO  
COMMISSION EXECUTIVE ASSISTANT II

**CITY OF LOS ANGELES**

CALIFORNIA



**ERIC GARCETTI  
MAYOR**

August 12, 2015

Attachment D  
DEPARTMENT OF  
RECREATION AND PARKS

Attn: Partnerships Division/Concessions Unit  
PO Box 86610  
LOS ANGELES, CA 90086-0610

FAX (213) 202-4311

**MICHAEL A. SHULL**  
GENERAL MANAGER

**REQUEST FOR PROPOSALS  
FOR THE OPERATION AND MAINTENANCE OF THE GREEK THEATRE  
FOOD AND BEVERAGE CONCESSION  
(RFP #CON-F15-002)**

***ADDENDUM NO. 2***

The Request for Proposals for the Operation and Maintenance of the Greek Theatre Food and Beverage Concession (RFP) has been modified as follows:

1. Section IV. Proposal Items, A. Business Plan-Refer to II. Objective of the Request for Proposals:

Delete the third paragraph on page 4, which reads:

Proposers must provide all concession related equipment, including but not limited to kitchen equipment, mobile food and beverage carts, point of sale systems, credit/debit card machines, and must maintain all equipment in good working condition throughout the term of the Agreement. A list of major equipment must be included in the proposal response.

Replace with the following new third paragraph:

Proposers must provide all concession related equipment necessary to provide the quality services required in the RFP. All equipment and smallwares remaining at the venue after the current operator vacates the venue become Department property. If any of the major equipment such as stoves, ovens, fryers are removed from the premises by the current operator, the successful proposer will be responsible for the purchase or lease of all equipment required for the operation. The Department will provide an equipment credit, up to Two Hundred Thousand Dollars (\$200,000.00), for certain major equipment replacement. The equipment credit will be reduced from the successful proposer's monthly revenue sharing payments to the Department in the first year of operation. The successful proposer must submit a minimum of three (3) bids for the equipment and must obtain the Department's pre-approval prior to the purchase or lease of the equipment. The newly purchased equipment for which the successful proposer is receiving the equipment credit shall become Department property. Under no



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circumstances shall the equipment credit exceed Two Hundred Thousand Dollars (\$200,000.00). The successful proposer will be required to purchase all smallwares, such as small counter top equipment, including, but not limited to, the point of sale registers.

There shall be no equipment credit for either of the two (2) extension options, if they are exercised by the Department and the Board.

All other information within Section IV. Proposal Items remains the same.