



# City of Los Angeles

Department of Recreation and Parks

## Request for Proposal

For the Operation and Maintenance of the  
**VENDING MACHINE CONCESSION**  
(CON-F24-002)



**Release Date:**  
**Pre-Proposal Conference:**  
**Due Date:**

**July 18, 2024**  
**August 15, 2024**  
**September 24, 2024**

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2. PROPOSAL SUBMISSION CHECKLIST

**REQUEST FOR PROPOSAL  
FOR THE OPERATION AND MAINTENANCE OF THE  
VENDING MACHINE CONCESSION**

**I. INTRODUCTION**

The City of Los Angeles Department of Recreation and Parks (RAP) seeks a well-qualified business entity to operate and maintain the Vending Machine Concession (Concession) at various locations throughout the City of Los Angeles (City).

**Term** Five years plus two five-year options.

**Facility** 43 locations throughout the City with opportunities for expansion.

**Compensation** The fee to be paid by the Operator to RAP is a Percentage of Gross Receipts (PGR), as determined monthly. The PGR is a biddable item and the minimum acceptable PGR is 20%.

Proposers shall demonstrate the ability to operate a vending machine business offering standard and healthy snacks and beverages, clearly articulate achievable plans for an innovative and profitable operation, and be able to document compliance with all applicable laws and regulations.

The selected Proposer (Concessionaire) shall furnish, stock, operate, and maintain credit card capable vending machines offering standard and healthy snack foods and beverages. A minimum of twenty percent (20%) of menu items must adhere to the Healthy or healthier Choice RAP Vending Machine Nutrition Guidelines identified in **Section V.C.5** of this document. This 20% requirement may be changed with written approval by RAP whether such change is requested by Concessionaire or by RAP.

RAP's goals for providing concession opportunities are to provide the public with high quality products and service, ensure that the City receives an adequate and appropriate concession fee, and protect City assets.

**II. OBJECTIVE**

The objective of this Request for Proposal (RFP) is to award a five-year concession agreement (Agreement) with two five-year extension options exercisable at the sole discretion of the RAP general manager or designee, to an operator who will accomplish the following:

- Furnish, operate, and maintain credit card capable beverage and snack vending machines on a year-round basis at various locations throughout the City.
- Provide and install all equipment to create an inviting and profitable vending concession.
- Stock all vending machines in accordance with all current and future RAP Vending Machine Nutrition and Environmental (if applicable) Guidelines.
- Work in cooperation with RAP and all of its affiliates during the normal course of business and as unforeseeable issues arise.
- Maximize patron experience through high-quality and uniquely featured offerings, quality of service, and an attractive appearance.

- Maintain the cleanliness and appearance of all locations to the satisfaction of RAP by providing on-going maintenance of equipment.
- Provide services at reasonable market prices to meet the needs and expectations of the City, park patrons, and the neighboring communities. Proposed menu items should reflect the needs and interests of the communities surrounding each location. All menus must comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines (Exhibit J).
- Food and beverage providers pursuant to Los Angeles Administrative Code (LAAC) Section 10.53.1(K) must comply with the Zero Waste City Facilities and Events on City Property Ordinance (Exhibit K).

The term of the agreement resulting from this RFP will commence on the date of installation of the first vending machine or thirty (30) days from the date of execution of the agreement by both parties, whichever is earlier; and the initial term will terminate five years from that date unless otherwise provided in the executed Concession Agreement.

### III. CONCESSION DESCRIPTION

There are currently 43 vending machines installed at various locations throughout the City which are operated by a vending concessionaire.

**Please review Exhibit G for a list of current vending machine locations.**

Concessionaire will have the non-exclusive right to provide snack and beverage vending at RAP facilities. RAP may designate a certain number of locations for specialty-type vending by other vendors. New vending machine locations may be proposed by the Concessionaire or RAP as appropriate. All proposed new locations and machine removals shall be subject to the General Manager's or designee's approval.

RAP is committed to promoting health and wellness in our communities. As such, RAP wishes to provide a menu containing a minimum of 20% healthy options in vending machines. Concessionaire will be required to stock items considered by RAP to be healthy in a minimum of 20% of the slots of each machine. Proposers must demonstrate their ability and willingness to adhere to this requirement. The 20% designation may be changed with written approval by RAP whether such change is requested by Concessionaire or by RAP. **See Section V.C.5 – Management and Operations Plan for more information on this portion of the Proposal.**

RAP is also committed to promoting sustainability in our communities. As such, RAP wishes to use environmentally sustainable materials in vending machines. Concessionaire will be required to use non-plastic materials as much as possible, using aluminum or other compostable materials, rather than plastic packaging. Single use plastic bottles are prohibited. **See Section V.C.7 – Management and Operations Plan for more information on this portion of the Proposal.**

#### Sales History – Five Year:

	2015	2016	2017	2018	2019
Gross Revenue	\$278,445	\$241,131	\$241,182	\$247,147	\$196,267

Note: Data is not available from 2020-present

## **IV. COMPENSATION PLAN**

### **A. Financial Offer**

Concessionaire will pay a monthly concession fee to RAP, to be proposed as follows:

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

Proposals must include a payment commitment that meets or exceeds the minimum levels listed below. A Financial Offer Form (Exhibit E) must be completed and submitted with each proposal.

Concessionaire shall pay:

A PGR as bid by the Proposer. The minimum acceptable percentage is twenty percent (20%).

- Financial offer must include the PGR that meet the minimum amount described in this RFP. Refer to Exhibit H, Sample Agreement, Section 5.B, for the definition of gross receipts.
- The PGR, must also be indicated in the Pro Forma Financial Statement Submittal Form.
- Proposer must provide justification, based on their financial projections, planning, and relevant market research, that the proposed concession fee is competitive as well as sustainable and realistic.

### **B. Additional Revenue Opportunities**

Proposers are encouraged to consider and propose additional creative revenue streams and/or amenities provided they are appropriate for the Concession, compatible with other RAP activities, and approved by RAP. This is optional and may be considered in the Level II evaluation; however, proposers will not be penalized if additional amenities or offerings are not included in their proposal.

## **V. PROPOSAL ITEMS**

Proposals should include detailed responses for each Proposal Item. The highest ranked Proposer will be awarded an Agreement and will be expected to deliver all Proposal Items as described in their proposal and in the Agreement. If selected for award, Proposer must be willing and able to commit to its Proposal Items and all provisions contained in the Sample Agreement (Exhibit H), including the Standard Provisions for City Contracts (Rev. 9/22) [v.1] attached as Exhibit A to the Sample Agreement. The contents of the winning Proposal will be deemed a binding commitment and included as an attachment to the Agreement.

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

- A. Background and Experience
- B. Business Plan
- C. Management and Operational Plan

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

**A. Background and Experience**

Proposers must provide a written explanation of their background and experience in providing snack and beverage vending machine services similar to those described in this RFP. A minimum of three years of experience in operating a similar business within the last five years is required. **Refer to Exhibit A, Instructions to Proposers**, for detailed instructions regarding this requirement.

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

**B. Business Plan - Refer to Section II Objectives**

Concessionaire will manage the Concession operation and work in conjunction with RAP staff to deliver high quality and healthy snack and beverage items at prevailing or lower market prices to RAP facility patrons. The proposed Business Plan must describe how the Proposer will meet the objectives of this RFP as stated in Section II.

Concessionaire must furnish all Concession related equipment, including but not limited to, vending machines, point of sale, credit/debit card systems, products, and security systems. Concessionaire must maintain all equipment in good working condition. All required servicing of machines must be provided in a timely manner throughout the term of the Agreement. A list of the major equipment and a maintenance plan must be included in the proposal.

All permits and licenses for operating the Concession, including but not limited to a Seller's Permit from the California Department of Tax and Fee Administration, Los Angeles County Health Permit, and City of Los Angeles Business Tax Registration Certificate, must be maintained throughout the term of the Agreement.

**For a full list of content and machine minimum requirements, refer to Section V.C of this document.**

**Financial Projections and Planning**

Proposers are to complete and submit a **Pro Forma Financial Statement** (Pro-Forma). A copy of the blank Pro Forma is provided as a reference in **Exhibit D**.

An electronic version of the Pro Forma is available at: <http://www.laparks.org/proposal.htm>. Click on the link to "Vending Machine Concession RFP" and look for the Pro Forma link. Proposers should open and check the file, and report any problems immediately to the contact person listed on the cover of this RFP.

To complete the Pro Forma, follow the instructions on the first tab of the spreadsheet. Proposers must submit an electronic version of the Pro Forma with their proposal.

The Pro Forma covers anticipated operations for the initial five-year term of the Agreement. Projections should demonstrate sound financial planning, be realistic and achievable, and support all elements of the proposal.

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

- **Pro Forma Profit and Loss:** Projections for the five-year term, including projected revenues for each category of sales; variable costs (e.g. cost of goods sold); fixed costs (e.g. salaries, advertising and marketing, revenue-sharing, depreciation, utilities, insurance, etc.); interest and taxes, debt rate, net profit, etc.; proposers may include any additional information pertinent to their financial planning. Proposers should specify any assumptions made in the development of the Pro Forma such as number of transactions and average transaction amount.
- **Break-Even Analysis:** The expected return on investment is reflected here. Proposers should provide narrative explanations of their projected financial planning. Indicate any assumptions made in the financial planning; for example, expected interest rates, inflation rates, and anticipated increases or decreases in staffing levels. Are there anticipated revenue and/or attendance increases? If so, by how much? What are these figures based on? Indicate any research undertaken to support all assumptions.

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

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

### **C.1 Staffing Plan**

Proposer's plan should include a year-round operation plan for the Concession. The plan must include, but is not limited to, a staffing and management plan showing the names and qualifications of key personnel and organizational structure, a detailed maintenance schedule for all equipment, a detailed stocking schedule for all machines, and methods of accounting and controls including technically advanced equipment or tools to be used, such as point-of-sale systems and inventory management systems.

### **C.2 Customer Service Plan**

Throughout the life of the Agreement, the Concession will require on-going maintenance and servicing to prevent machines from becoming inactive and to prevent offerings from becoming "sold out." Proposers must submit a plan detailing the maintenance and servicing needs of the vending machines and their strategy to appropriately attend to those needs in a timely manner. This plan should take into account the varying needs of individual locations.

Proposers should also address the following customer service needs:

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

- Quality assurance program.
- Customer guarantees, exchange or refund policies.

### **C.3 Employee Training**

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

### **C.4 Maintenance Plan**

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

### **C.5 Healthier to Healthiest Choices Compliance Plan**

Proposed menu items should reflect the needs and interests of the communities surrounding each location. All menus must comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines (Exhibit J).

RAP is committed to providing healthy options to park patrons. As a result, a minimum of twenty percent (20%) of vending machine products must adhere to the following "Healthier Choice" guidelines or "Healthiest Choice" guidelines:

"Healthier Choice" Snacks:

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain at least 51% whole grains.
- No more than three hundred sixty milligrams (360 mg) of sodium per serving may be present in a snack item for adults; and no more than two hundred milligrams (200 mg) of sodium per serving may be present in a snack item for children.
- A single serving will not derive more than thirty-five percent (35%) of calories from total fat. This provision does not apply to the sale of nuts, nut butters or seeds.
- A single serving will not derive more than ten percent (10%) of the total calories from saturated fat.

- A single serving will not have more than thirty-five percent (35%) of the total weight composed of sugar. No more than ten (10) grams of sugar per serving for grain snacks. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

“Healthiest Choice” Snacks:

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain 100% whole grains.
- No more than one hundred fifty milligrams (150 mg) of sodium may be present in a snack item.
- No added fat.
- No saturated fat.
- No added sugar for all food snacks except grains; no more than six (6) grams of sugar per serving of grains. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

“Healthier Choice” Beverages:

- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.
- Milk must be fat free or flavored one percent (1%) low-fat.
- Non-dairy milks fortified with calcium and vitamin D (almond, soy, etc.) with less than two hundred (200) calories per container with no added flavors.
- Plain water, plain carbonated water (seltzer or sparkling).
- Unsweetened coffee or tea.

“Healthiest Choice” Beverages:

- Must be sugar and caffeine free.
- Plain water, plain carbonated water (seltzer or sparkling).
- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.

- Milk must be unflavored fat free or one percent (1%) low-fat.
- Unsweetened coffee or tea.

**ALL HEALTHIER CHOICE AND HEALTHIEST CHOICE ITEMS are required to adhere to the CA Smart Snacks in School standards at all locations.**

Beverage container requirements:

- a. Must be of a non-plastic material;
- b. Must be of aluminum, fully compostable or of hybrid materials; and,
- c. Hybrid composition should consist of a 50:50 mix of a recyclable plant based material and recycled P.E.T. materials.

Proposers must provide a stocking plan which illustrates the willingness and ability to adhere to the aforementioned guidelines while maintaining a steady and reliable revenue stream.

Proposals must include a list of quality snack food and beverage items that will be stocked in each machine, with proposed pricing and nutrition information. If the Proposer's company does not offer snack food items, this portion of the Agreement may be sub-contracted out to a company that can offer such items and provide pricing and nutrition information. All terms of the final Agreement will apply to any sub-contractors. Proposers must include all relevant information of proposed sub-contractors pursuant to this RFP.

The minimum of 20% designation of Healthy or Healthier choice items in a machine may be changed with written approval by RAP whether such change is requested by Concessionaire or by RAP. RAP reserves the right to adjust the terms of the Healthy Choice guidelines at any time.

#### **C.6 Vending Machine Specifications**

Vending machines shall:

1. Have a non-resettable electronic revenue-tracking system that records the gross amount of sales in dollars and cents;
2. At minimum, have the capability to accept cash (\$1.00 and \$5.00 bills), coins, and credit/debit card payments;
3. Have the capability to return change for money deposited;
4. Have the capability to refund any accepted payment, if so desired by patron;
5. Display a 3" X 5" sticker that states, **"This vending machine is operated as a concession for the City of Los Angeles Department of Recreation and Parks;"**
6. Prominently display a 3" X 5" sticker stating CONCESSIONAIRE's refund and/or return policy and CONCESSIONAIRE's contact information in order to facilitate refunds and/or returns;
7. Display healthy options such as water, juice, healthy activities, etc. on all exterior panels, excluding clear glass panels; subject to the approval of the General Manager, or designee;

8. Only sell approved food and beverage items. No other products shall be offered without the prior written approval of the General Manager;
9. Must be energy efficient and either be Energy Star certified or meet Energy Star criteria;
10. Machines must not be older than three years;

### C.7 Sustainability

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

## VI. EVALUATION AND AWARD

### A. Evaluation Process and Criteria

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

#### **Level I – Compliance with RFP Submission Requirements:**

RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with minimum requirements and mandatory document submissions.

- Cover Letter (Exhibit A)
- Experience and References (Exhibit A)
- Financial Capacity (Exhibit A)
- Compliance Documents (Exhibit C)
- Financial Offer Form (Exhibit E)
- Terms and Conditions Acceptance Form (Exhibit F)
- Proposal Deposit of Two Hundred Fifty Dollars (\$250.00).

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

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

VENDING MACHINE CONCESSION RFP EVALUATION CRITERIA	
DESCRIPTION	WEIGHT
BACKGROUND AND EXPERIENCE	20%

BUSINESS PLAN	25%
MANAGEMENT AND OPERATIONS PLAN	30%
COMPENSATION PLAN	25%
TOTAL EVALUATION WEIGHT	100%

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

A panel of City and/or non-City staff will conduct a comprehensive evaluation, which may include in-person interviews, of the proposals that pass Level I. Proposers must offer food visuals of the proposed menu items as part of their interview presentation. Upon completion of interviews, the panel will score proposers in each criteria and rank the proposals accordingly.

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

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

#### **B. Award**

RAP shall notify all proposers in writing of the General Manager's recommendation. Agreements are deemed to be effective upon the date of signature, or as otherwise stipulated under the Terms section of the Agreement.

The awarded Concessionaire will complete and submit the additional documents as required by this RFP, City Attorney, City Ordinance, State and/or Federal laws within thirty (30) calendar days from the date the contract award is approved by City Council and will also be required to submit a Performance Deposit of One Thousand Dollars (\$1,000.00).

#### **C. Protest**

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

#### **D. City's Right to Reject Proposals and to Waive Informalities**

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

shall reserve the right to reject any and all proposals and to waive any formality in the proposal when to do so would be to the advantage of the City.”

#### **Charter Section 371(e)(10)**

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

### **Part II - Required Proposal Documentation and Additional Contract Information (Exhibits)**

#### **Required Proposal Documentation (Exhibits)**

- A. Instructions to Proposers
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- D. Pro-Forma Template
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#### **Additional Attachments**

1. SUBMISSION AND ATTENDANCE INSTRUCTIONS
2. PROPOSAL SUBMISSION CHECKLIST

# PROPOSAL SUBMISSION AND MEETING ATTENDANCE INSTRUCTIONS

## IMPORTANT DATES

<b>AUGUST 15, 2024</b>	<p><b><u>MANDATORY PRE-PROPOSAL MEETING</u></b></p> <p>A Mandatory pre-proposal meeting will be conducted at <b>11:00 A.M.</b>, on <b>August 15, 2024</b> via zoom at the following link: <a href="https://us02web.zoom.us/j/87343193857">https://us02web.zoom.us/j/87343193857</a> or telephonically at (669) 444-9171; Webinar ID: 873 4319 3857.</p>
<b>SEPTEMBER 24, 2024</b>	<p><b><u>DEADLINE AND SUBMISSION INFORMATION</u></b></p> <p>Proposals must be received no later than <b>2:00 P.M.</b> on <b>September 24, 2024</b>. Responses will only be accepted electronically. No hard copy or hand delivery of responses will be accepted. One complete proposal should be submitted via email to: <a href="mailto:rap.commissioners@lacity.org">rap.commissioners@lacity.org</a> If the proposal contains confidential information, an additional redacted, electronic copy of the proposal must be submitted with all required materials. Responses must be received by the deadline.</p> <p>Each submission file must be 20 megabytes (MB) or smaller or broken up into multiple files not to exceed 20MB each. The response must have <b><u>CON-F24-002 Vending Machine Concession RFP</u></b> in the subject line of the submission. If more than one file is sent in response, each email must be noted as part number of a series of how many in number total included in the subject line with the response title part one of X number total (for example <b><u>CON-F24-002 Vending Machine Concession RFP – Part 1 of 3</u></b>). Each original response must include the proposal documents, all pages, with any Addenda, and all required information, forms and documentation with original initials and signatures.</p> <p>Proposals may also be submitted via Dropbox. For submissions using only Dropbox, the maximum file size is 2 GB. Dropbox submissions must be received by the deadline stated above and uploaded onto the following link: <a href="https://www.dropbox.com/request/FIEIMagCX3HLR4cscZFI">https://www.dropbox.com/request/FIEIMagCX3HLR4cscZFI</a>. Please have <b><u>CON-F24-002 Vending Machine Concession RFP</u></b> and the company name in the subject line of the submission.</p> <p>Documents that must be completed and included in addition to the proposal are listed on the “<b><u>Proposal Checklist</u></b>” page found as an attachment to the RFP. All submitted proposals must show the RFP title, “Vending Machine Concession”, and the Proposer’s name and address.</p> <p>Proposers are invited, but not required, to be present at the time of RFP opening at the time indicated. Proposers may join at: <a href="https://us02web.zoom.us/j/87342266455">https://us02web.zoom.us/j/87342266455</a> or via phone at: 669 900 6833 Webinar ID: 873 4226 6455. ONLY THE NAME OF THE PROPOSERS WILL BE READ AND RECORDED. City staff will then review the proposal and MAY make recommendations to the Board (at a date to be determined) on the successful proposal (if any) and award for the Commission’s consideration. NO Facsimile proposals or facsimile modifications of proposals will be accepted. Supplemental material may be requested by the City and shall be submitted by the proposer in original form at the address stated above. Failure to submit a complete original proposal as required may result in your proposal being deemed non-responsive.</p>

### **PROPOSAL DEPOSIT**

As part of the required proposal submission items, proposal deposits must also be received no later than **2:00 P.M. on September 24, 2024**. Proposers must make arrangements with the RAP Board Office to drop off proposal deposit Monday – Friday, 8:00 AM – 5:00 PM at 221 N. Figueroa St, Suite 300, Los Angeles 90012. Please send an email to: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org), to arrange and confirm a day and time to drop off deposit.

Proposers may also have proposal deposits delivered by UPS/FedEx to the address above. Please **do not** use USPS, it will not be delivered directly to the Board Office and will be re-routed through City Hall first, which may cause a delay. All proposal deposits **must** be received by the RAP Board Office before the deadline date and time. Please notify the RAP Board Office of your planned courier delivery via email at: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org).

## PROPOSAL CHECKLIST

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

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

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

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

**REQUEST FOR PROPOSAL  
Vending Machine Concession  
(CON-F24-002)**

**INSTRUCTIONS TO PROPOSERS**

**A. Submitting a Written Proposal**

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

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

- Ensure proposal is easy to read and well-organized in its response to RAP objective.
- Verify that proposal is complete and thoroughly responds to all Proposal Items and Compliance Documents described in the RFP.
- Formulate responses precisely and with detail; avoid vague, meaningless, or open-ended responses. Explain how your response furthers the stated objective.
- Make sure proposal demonstrates that your financial projections and cost estimates are realistic and sustainable.
- If there are significant risks in your business strategy, include plans to mitigate those risks, addressing any contingencies that may arise.

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

**B. Submitted Proposals**

Proposals accepted by RAP electronically constitute a legally binding contract offer. **Proposals must contain ALL of the following:**

**1. Cover Letter**

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

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

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- Name of main point of contact; said point of contact will be the only recipient of all information related to this RFP and will function as the equivalent to the Department's Contract Coordinator.
- Complete mailing addresses.
- Telephone and fax numbers (including office and cell numbers as appropriate).
- E-mail addresses, and any other information needed by City staff to contact proposers.
- A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

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

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

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

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

**2. Minimum Qualifications**

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

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

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

**2.1 Ownership Description**

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

- 2.1.1** Address
- 2.1.2** Length in business (in years and months)

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

- 2.1.3** Type: Sole Proprietorship, Partnership, Joint Venture, Corporation or a Limited Liability Company (LLC), etc.
- 2.1.4** Size of company (includes total number of employees and annual gross revenue)
- 2.1.5** Names of persons responsible for operations
- 2.1.6** Any pending mergers (if none, so state in response to this section)
- 2.1.7** Ownership information for all proposed subcontractors

**2.2 Description of proposing entity's experience in and knowledge of vending machines operations.**

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

- 2.2.1** Description of similar current and past vending machines experience
- 2.2.2** Proposer's years of above experience
- 2.2.3** Extent of any related experience
- 2.2.4** Additional information that demonstrates your qualifications

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

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

- 2.3.1** List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for the termination.
- 2.3.2** List of all contracts which terminated during 2022 and 2023, along with an explanation of the reasons for the termination.

**2.4 Current Operations**

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

- 2.4.1** Employee hiring, training and promotion policies.
- 2.4.2** Methods and controls for accounting.

**2.5 References**

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

- 2.5.1** Business References: Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, email addresses, telephone numbers, and the scope of the business relationship.
- 2.5.2** Financial References: Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, email addresses, telephone

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

**2.6 Financial Capacity**

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

**2.6.1 Amount of Investment Required**

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

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

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

**2.6.3 Source(s) of Funding**

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

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

**2.7 Financial Documentation**

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

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

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

**2.7.1 If cash reserves are to be used to fund the operation, provide the following (If no cash is to be used, so state in your response to this section):**

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

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\_\_\_\_ If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures.

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

\_\_\_\_ Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used ("Current" shall mean current as of March 2024 or later).

**2.7.2** If loans are to be used to fund the operation, provide the following (if no loans are to be used, so state in your response to this section):

\_\_\_\_ A copy of an unconditional, formal letter of commitment from the lender(s);

**2.7.3** Provide detailed documentation for any additional sources of funding. If no other sources of funding are to be used other than those already indicated, so state in your response to this section.

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

**4. Proposal and Performance Deposits**

All proposals must include a Two Hundred and Fifty Dollar (\$250.00) Proposal Deposit, per proposal, in the form of a cashier's check only, payable to the **City of Los Angeles**. This amount shall be payable as a guarantee that the selected proposer will enter into an Agreement with RAP. The selected proposer will have thirty (30) calendar days from the date the Agreement award is approved by City Council, to review, sign and return it to RAP. In the event the selected proposer fails to return the signed Agreement and all other required documents within the allotted time frame, a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the date the Agreement award is approved by City Council, the Agreement is not signed and returned, the City maintains the right to move on to the proposer with the next highest selection ranking.

A Performance Deposit of One Thousand Dollars (\$1000.00) will be required from the successful proposer. The Proposal Deposit of the successful proposer will be released upon receipt of the required Performance Deposit, evidence of insurance and execution of the Agreement. In the event that an award is made and the successful proposer fails to execute the Agreement and to provide the required Performance Deposit and insurance policies, the Proposal Deposit of that proposer will be forfeited and retained by the Department.

The Proposal Deposits of unsuccessful proposers will be returned upon execution of an Agreement with the proposer awarded the Agreement. Proposal Deposits are maintained for

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all proposers in the event the successful proposer fails to execute the Agreement and another proposer is considered for award.

**C. Proposal Submittal Information**

**Deadline for Submission**

To be considered, proposals must be received on or before **September 24, 2024** at 2:00 p.m.

**Where to Submit your Proposal**

The complete proposal package shall be submitted electronically no later than **2:00pm on September 24, 2024**. Proposals will only be accepted electronically - no hard copy or hand delivery of proposals. Proposals must be received by the deadline stated above delivered via email to: [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org) or via Dropbox. **Please see the “Proposal Submission and Meeting Attendance Instructions” page on the last page of the RFP for important dates and specific instructions on how to submit the proposal.**

**Important Notices**

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

RAP reserves the right to extend the deadline for submission should such action be in the best interest of the City. In the event the deadline is extended, proposers will have the right to revise their proposal. Proposals may be withdrawn, by written request to [rap.commissioners@lacity.org](mailto:rap.commissioners@lacity.org), prior to the scheduled closing time for receipt of proposals.

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

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

Date: August 15, 2024  
Time: 11:00 a.m.  
Location: Via zoom at the following link:  
<https://us02web.zoom.us/j/87343193857> or telephonically at (669) 444-9171; Webinar ID: 873 4319 3857

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The purpose of the Conference is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. Proposers are required to attend the Conference as an overview of the proposal requirements and the importance of adherence to compliance documents will be presented. **It is highly recommended that prospective proposers read the complete RFP prior to the Conference and begin preparation of their proposal in order to maximize the benefits of the Conference.**

**Contact with City Personnel**

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

Email: [Rahulan.Kathir@lacity.org](mailto:Rahulan.Kathir@lacity.org)

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

Additional questions may be accepted in writing. However, responses may be deferred and provided as addenda to the RFP at a later date. **All questions must be in writing. Responses to questions will be posted to RAP's website and to [www.rampla.org](http://www.rampla.org). It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after September 5, 2024 at 5:00 PM.**

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

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

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

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

**D. Document Check**

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

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

**E. Contractual Arrangements**

The proposer selected to perform the services outlined in this RFP will enter into an Agreement, approved as to form by the City Attorney, directly with the City of Los Angeles.

**F. Verification of Information**

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

**G. Cost of Preparation**

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

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**ADMINISTRATIVE REQUIREMENTS**

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

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

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

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

The following documents MUST be included with your proposal:

1. Proposer's Signature Declaration and Affidavit (Section I.A of Exhibit C)  
The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Contract must be consistent. Only the original notarized form is acceptable.
2. Disposition of Proposals (Section I.B of Exhibit C)  
The document must be signed by an individual authorized to bind the proposer.
3. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Section I.C of Exhibit C). Please read instructions in Exhibit C.
4. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)  
Pages 1 through 6 of the document must be completed and submitted with the proposal. Pages 1 and 6 must be signed by an individual authorized to bind the proposer.
5. Equal Benefits Ordinance Affidavit/First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit C). Please read the instructions in Exhibit C.
6. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C). Submittal of documents only required if the proposer is applying for an exemption to the ordinance requirements.
7. ~~Business Inclusion Program (BIP) Requirements~~ (Section I.G of Exhibit C) **(WAIVED)**  
It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Proposers will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs,

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

The anticipated participation levels are as follows:

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

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

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

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

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

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

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

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

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

Failure of the selected proposer to submit all the required documents (specified as items numbered 16 – 24 above) and submit a signed Agreement within thirty (30) calendar days from the date the contract award is approved by City Council shall cause the proposal to be deemed non-responsive, and a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the

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date the contract is approved by City Council, the contract is not signed and compliance documents not submitted and received by the Board Office, the City maintains the right to move on to the proposer with the next highest selection ranking.



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## EXHIBIT C

# COMPLIANCE DOCUMENTS

## REQUEST FOR PROPOSAL

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

March 2023



# CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS

## COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSAL

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- A. Proposer's Signature Declaration and Affidavit
- B. Disposition of Proposals
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- D. Contractor Responsibility Ordinance Statement
- E. Equal Benefits Ordinance Affidavit (EBO) / First Source Hiring Ordinance (FSHO)
- F. Living Wage Ordinance (LWO) / Service Contract Worker Retention Ordinance (SCWRO)
- G. Business Inclusion Program (**N/A - THIS REQUIREMENT IS WAIVED**)
- H. Municipal Lobbying Ordinance – Bidder Certification CEC Form 50
- I. Prohibited Contributors – CEC Form 55
- J. Form W-9, Request for Taxpayer Identification Number (TIN) and Certification
- K. Iran Contracting Act of 2010 Compliance Affidavit (**N/A**)

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

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



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION I

### Compliance Documents to be Submitted with Proposals

**SECTION A****PROPOSER'S SIGNATURE DECLARATION AND AFFIDAVIT**

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

**INSTRUCTIONS:**

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

**Signatures:**

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

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

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

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

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION B**  
**DISPOSITION OF PROPOSALS**

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

**INSTRUCTIONS:**

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

**Signatures:**

The person signing must be authorized to bind the proposer.

### **Disposition of Proposals**

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

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

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

Proposer's obligations herein include, but are not limited to, all attorney's fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability 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.

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

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Signature of person authorized to bind proposer

---

Date

**SECTION C****NONDISCRIMINATION, EQUAL EMPLOYMENT PRACTICES, AND AFFIRMATIVE ACTION PROGRAM**

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

All contracts for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. By affixing its signature on a contract that is subject to the Equal Employment Practices Provisions, the Contractor shall agree to adhere to the provisions in the Equal Employment Practices Provisions for the duration of the contract.

All contracts for which the consideration is Twenty Five Thousand Dollars (\$25,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. By affixing its signature on a contract that is subject to the Affirmative Action Program Provisions, the Contractor shall agree to adhere to the provisions in the Affirmative Action Program Provisions for the duration of the contract.

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

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

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

**INSTRUCTIONS:**

- a. No action required. By affixing a signature to a contract that results from this RFP process, the contractor agrees to adhere to these programs.

**SECTION D**  
**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

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

**INSTRUCTIONS:**

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

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

**1. What is the Contractor Responsibility Ordinance?**

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being 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 (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

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

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

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial

assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

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

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

## **5. When did the Ordinance become applicable?**

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

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

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

## **7. What is a Responsibility Questionnaire?**

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

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

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

## **9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

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

**11. How long will the Questionnaires be posted?**

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

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

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

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

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

**14. Are contract amendments subject to the CRO?**

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

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

The CRO requires a contractor to:

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

- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract..
- When applicable, provide the awarding authority, within 30 calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

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

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

## **17. What about subcontractors?**

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

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

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

## **19. Are there any exemptions under the Ordinance?**

Generally, two categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

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

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

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

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

All CRO-related information and documents can be found on the CRO website: <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
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**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.

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**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.

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**Partnership:** Date formed: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ State of formation: \_\_\_\_\_  
List all partners in your firm. Use Attachment A if more space is needed.

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**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.

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**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.**

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### C. OWNERSHIP AND NAME CHANGES

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

Yes     No

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

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

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

## D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

Yes     No

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

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

Yes     No

If Yes, explain the circumstances on Attachment B.

## E. PERFORMANCE HISTORY

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

8. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes     No

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

9. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) purpose of contract; (c) total cost; (d) starting date; and (e) ending date.

Check the box if you have not had any similar contracts in the last five years

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

Yes     No

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

11. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes     No

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

12. In the past five years, has your firm been debarred or determined to be a non-responsible bidder or contractor?

Yes     No

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

## F. DISPUTES

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

(a) Payment to subcontractors?

**Yes**     **No**

(b) Work performance on a contract?

**Yes**     **No**

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

**Yes**     **No**

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

**Yes**     **No**

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

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

**Yes**     **No**

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

## G. COMPLIANCE

16. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 9)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

**Yes**     **No**

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

17. If a license is required to perform any services provided by your firm, in the past five years, has your firm, or any person employed by your firm, been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or found to have violated any licensing laws?

**Yes**     **No**

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

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

Yes     No

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

#### H. BUSINESS INTEGRITY

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

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

Yes     No

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

Yes     No

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

Yes     No

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

Yes     No

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

#### CERTIFICATION UNDER PENALTY OF PERJURY

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

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Print Name, Title

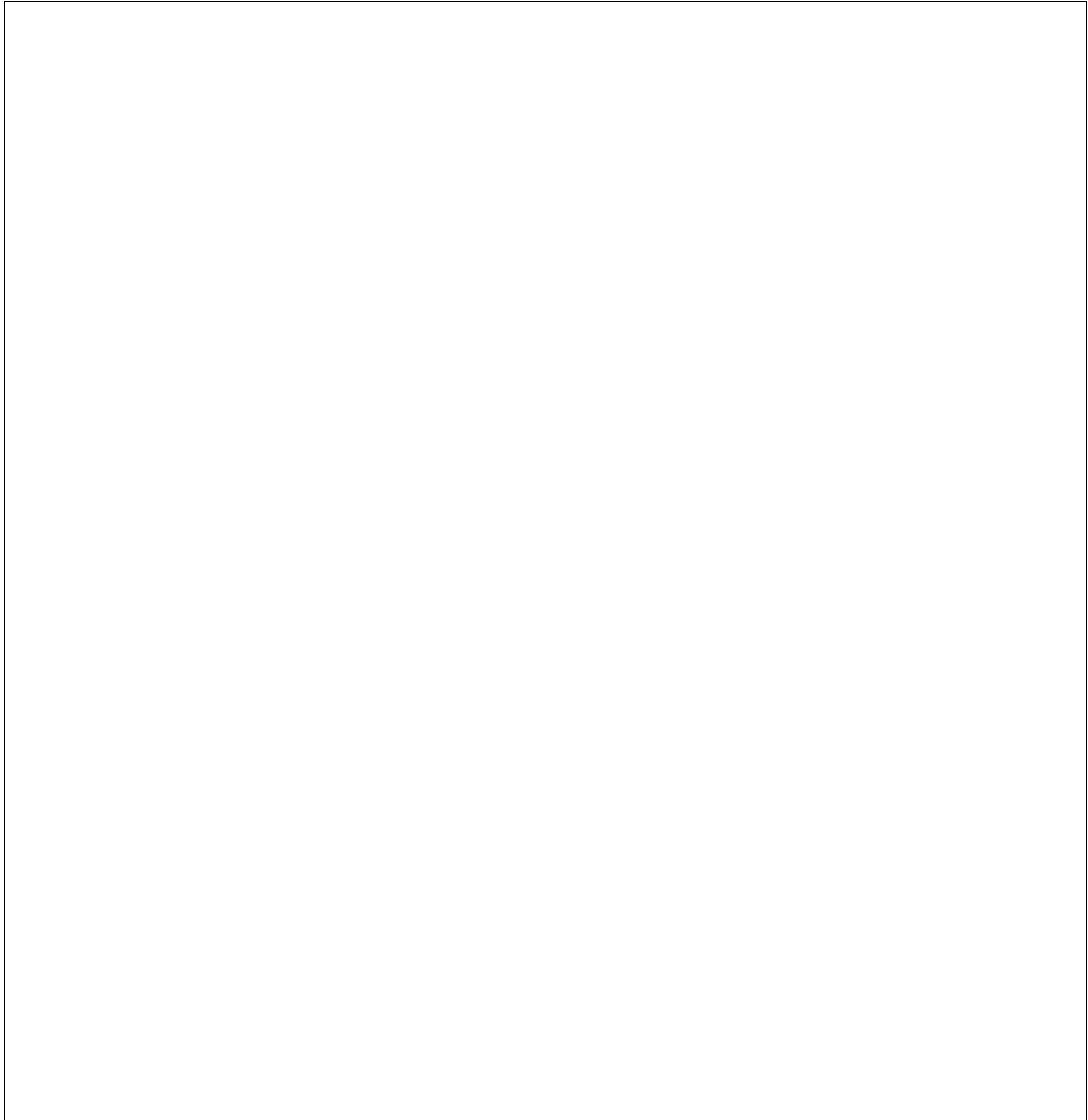
Signature

Date

**ATTACHMENT A FOR SECTIONS A THROUGH C**

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

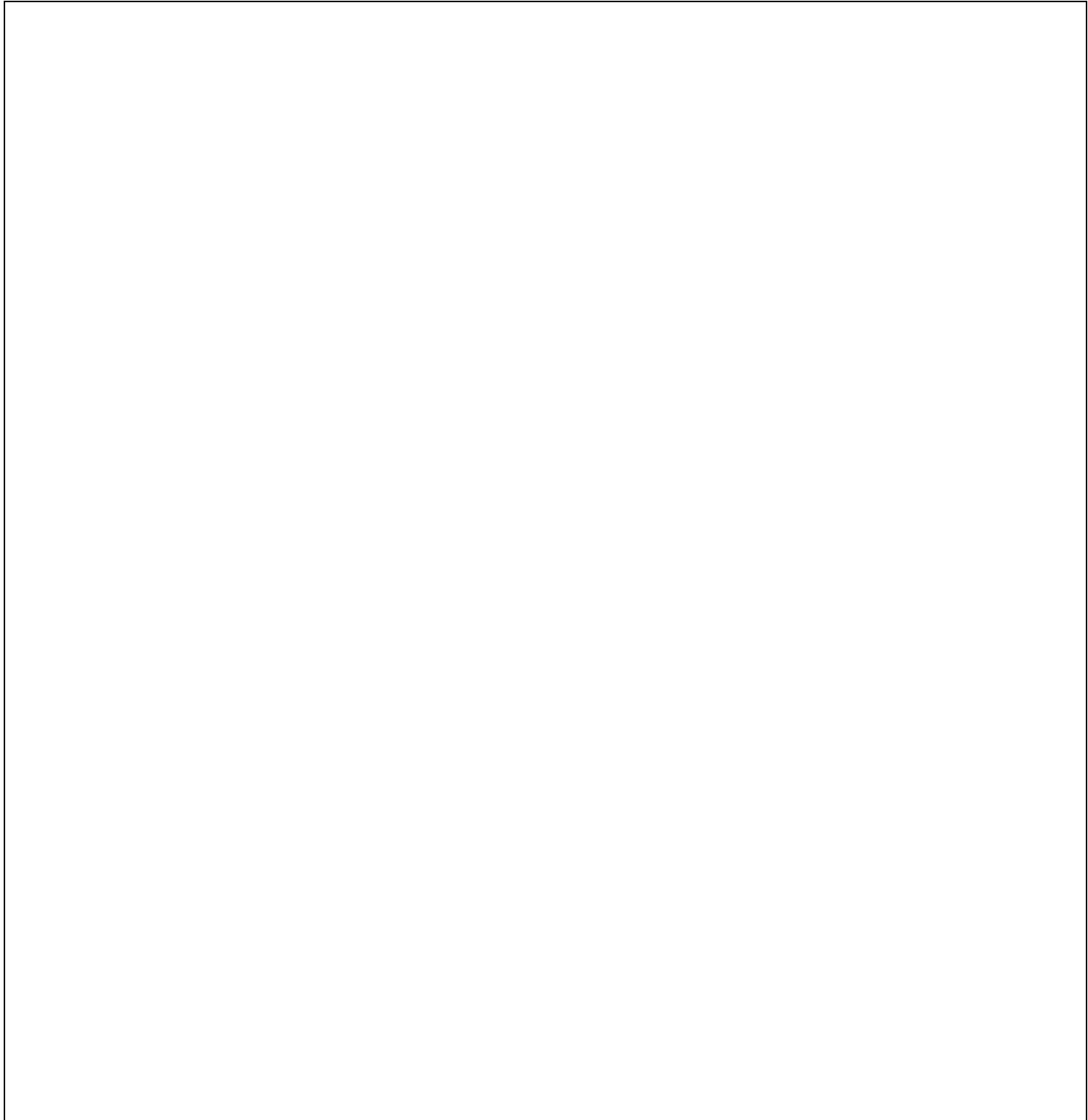
**Page**   

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**ATTACHMENT B FOR SECTIONS D THROUGH H**

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

**Page**   



## ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

### FEDERAL ENTITIES

#### **Federal Department of Labor**

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

#### **Federal Department of Justice**

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

#### **Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

#### **Federal Environmental Protection Agency**

- Environmental Protection Act

#### **National Labor Relations Board**

- National Labor Relations Act

#### **Federal Equal Employment Opportunity Commission**

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

### STATE ENTITIES

#### **California's Department of Industrial Relations**

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

#### **California's Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

#### **California Department of Consumer Affairs**

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

#### **California's Department of Justice**

### LOCAL ENTITIES

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

### OTHERS

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**SECTION E**

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

Any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Proposers shall complete and submit the Equal Benefits Ordinance Compliance Affidavit, available on the Regional Alliance Marketplace for Procurement (RAMP) residing at [www.rampla.org](http://www.rampla.org), prior to award of a City contract that exceeds Twenty Five Thousand Dollars (\$25,000.00). The affidavit shall be valid for a period of three (3) years from the date it is first **uploaded** onto the City's RAMP. 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 EBO Affidavit.

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

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Proposers shall complete and electronically sign the FSHO Compliance Affidavit available on the Regional Alliance Marketplace for Procurement (RAMP) residing at [www.rampla.org](http://www.rampla.org) prior to award of a City contract. The affidavit shall be valid for a period of three (3) years from the date it is first uploaded on the City's RAMP.

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

**INSTRUCTIONS:**

- a. All proposers shall complete and electronically sign the EBO/FSHO Compliance Affidavit web application form located Regional Alliance Marketplace for Procurement (RAMP) residing at [www.rampla.org](http://www.rampla.org).

**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 Twenty Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contract Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

**INSTRUCTIONS:**

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

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

**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 making sure that the subcontractor complies with the LWO.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

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

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

- a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
- b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
- c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
- d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
- e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
  - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
  - (2) The assistance is not for economic development or job growth.
- f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.

**2. The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.

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

- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that 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 businesses that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee: (1) employs no more than a total of seven employees; and (2) has annual gross revenues of less than \$471,870 (adjusted July 1, 2012). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for "Small Business" Exemption (Form OCC/LW-26a) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
  - (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).
  - (2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).

(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

# LWO EXEMPTION APPLICATION

## OCC APPROVAL REQUIRED

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

### CONTRACTOR INFORMATION:

1. Company Name:	Phone #:
2. Company Address:	
3. Are you a Subcontractor? <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:

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

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

Print Name of Person (Contractor) Completing This Form

Signature of Person (Contractor) Completing This Form

Title

Phone #

Date

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

### AWARDING DEPARTMENT USE ONLY:

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

### OCC USE ONLY:

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

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

# 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: \_\_\_\_\_
2. Company Address: \_\_\_\_\_
3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_
4. Type of Service Provided: \_\_\_\_\_

**EXEMPTION INFORMATION:**

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

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<p><input checked="" type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b></p> <ul style="list-style-type: none"> <li>• A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if <b>the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>• The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>• Therefore, even if a 501(c)(3) organization meets the <b>Salary test, Child Care Workers performing work on the 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> \$ <u>0</u></li> </ol> </li> <li>3. Based on Question 2 above, is A less than C?   YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>   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?   YES <input type="checkbox"/> NO <input checked="" type="checkbox"/></li> <li>5. Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<p><input checked="" 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></p>	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	Phone#	Date
<b>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.</b>		
<b>AWARDING DEPARTMENT USE ONLY:</b>		
Dept:	Dept Contact:	Contact Phone:
Approved/ Not Approved-Reason:		Contract#:
By Analyst:		Date:

## LWO SMALL BUSINESS EXEMPTION APPLICATION

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

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

TO BE FILLED OUT BY THE CONTRACTOR:			
1. Company Name: _____	Phone Number: _____		
2. Company Address: _____			
3. Are you a Sublessee or Sublicensee? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, state the name of your Prime Lessee or Prime Licensee: _____			
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____			
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____			
6. Location of lease or license: _____			
WORKFORCE INFORMATION			
CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:			
PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED		
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).	Submit a copy of your most recent State of California Form DE - 9C and the equivalent form(s) for business(es) in other states.		
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.		
If you <b>DID NOT</b> check off <b>ANY</b> boxes in PART A, your company <b>IS NOT ELIGIBLE FOR AN EXEMPTION</b> . If you checked off <b>ANY</b> box in PART A, <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: _____	Contact: _____	Phone #: _____	Contract #: _____
OCC USE ONLY:			
Approved / Not Approved – Reason: _____			
By Analyst: _____		Date: _____	

# LWO EMPLOYEE WORKSHEET

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

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

2. Company Address: \_\_\_\_\_

3. Enter # of Hours worked:  HOURS WORKED

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

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

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

Print Name of Person Completing this Form

### Signature of Person Completing this Form

## Title

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

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

## CITY OF LOS ANGELES

### Service Contractor Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

#### **1. What is the Service Contract Worker Retention Ordinance?**

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

**SECTION G**

**BUSINESS INCLUSION PROGRAM (N/A WAIVED REQUIREMENT)**

Established by Mayor's Executive Directive No. 14 (Villaraigosa Series), the Business Inclusion Program requires all respondents to Requests for Bid (RFB), Requests for Proposal (RFPs), and Requests for Qualification (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Regional Alliance Marketplace for Procurement (RAMP) website at [www.rampla.org](http://www.rampla.org)

**INSTRUCTIONS:**

All proposers must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

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

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 at Regional Alliance Marketplace for Procurement (RAMP), [www.rampla.org](http://www.rampla.org).

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

The Recreation and Parks anticipated levels of

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

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

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

**SUMMARY**

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

**A. GENERAL**

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

**B. DEFINITIONS**

- I. Minority or Women Business Enterprise (MBE or WBE): For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least 51 percent owned by one or more minority persons or women, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. Small Business Enterprise (SBE): For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, vendor) whose three (3) year average annual gross revenues does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenues does not exceed \$14 million.

3. Emerging Business Enterprise (EBE): For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenues does not exceed \$3.5 million.
4. Disabled Veteran Business Enterprise (DVBE): For the purpose of this program, Disabled Veteran Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business that is at least 51 percent owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service; the veteran must have a service-connected disability of at least 10% or more; and the veteran must reside in California.
8. Certification must be current **on the date the Awarding Authority awards a contract for the project** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
  - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Business Development Council (SCMBDC) for MBE certifications only; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- 1) City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <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 Regional Alliance Marketplace for Procurement (RAMP). RAMP can be accessed by going to the City's Webpage (<http://www.rampla.org>) and linking onto "Bids, RFPs & Grants" or directly at [www.rampla.org](http://www.rampla.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5 PLANS, SPECIFICATIONS AND REQUIREMENTS

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

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

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

## 6 NEGOTIATED IN GOOD FAITH

The proposer has responded to every unsolicited offer sent by a Registered Subcontractor using RAMP and has evaluated in good faith bids or proposals submitted by interested MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Proposers must not unjustifiably reject as unsatisfactory a bid or proposal offered by a Registered Subcontractor, as determined by the Awarding Authority. The proposer must submit a list of all subcontractors for each item of work, including dollar amounts of potential work

for MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs, and a copy of any and all bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subcontractor using RAMP.

***Required Documentation:***

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

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

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

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

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## 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 RAMP's BIP Outreach system.

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

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

**D. AWARD OF CONTRACT**

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

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

**E. SUBCONSULTANT SUBSTITUTION**

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

Rev. 07/01/11 (Citywide RFP – RAMP BIP)

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

**F. SUB-AGREEMENT FALSIFICATION**

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

**G. SUBMITTAL DOCUMENTS**

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

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

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

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

3. Final Subcontracting Report (Schedule C)

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

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

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

**I. AWARD OF CONTRACT**

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

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

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

Project Title	
Proposer	Address
Contact Person	Phone/Fax

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**

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

Consultant	Address
------------	---------

Contact Person	Phone/Fax
----------------	-----------

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

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

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

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

Project Title		Contract No.
Company Name	Address	
Contact Person	Phone	

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

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

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

Signature of Person Completing this Form

Printed Name

Title

Date

**SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION**

**SECTION H****MUNICIPAL LOBBYING ORDINANCE (MLO) - CEC FORM 50**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each bidder/proposer must submit with its bid a certification, on a form (CEC Form 50) prescribed by the City Ethics Commission, that the bidder acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the bidder qualifies as a lobbying entity. A copy of the ordinance can be found at: [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.

FORM  
50

## Bidder Certification

Los Angeles City  
ETHICS COMMISSION

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

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

<input type="checkbox"/>	<input type="checkbox"/>
--------------------------	--------------------------

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

## Certification

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

A. I am applying for one of the following types of contracts with the City of Los Angeles:

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**SECTION I****PROHIBITED CONTRIBUTORS – CEC FORM 55**

The Los Angeles City Charter section 470(c)(12) prohibits proposers of contracts projected to be worth One Hundred Thousand Dollars (\$100,000.00) or more and that require City Council approval, from making campaign contributions to any elected City official, candidate for elected City office, or City committee controlled by an elected City official or candidate. Contributions are prohibited throughout the bidding process and the resulting contract.

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

In addition, any subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more on the contract are required to adhere to the same requirements. Said subcontractors and their principles must be notified of the City Charter requirements and prohibitions and must be included on CEC Form 55 (Schedule B). A copy of the charter section can be found at <https://www.lacity.org/your-government/government-information/city-charter-rules-and-codes>.

**INSTRUCTIONS:**

- a. All proposers must complete the enclosed Prohibited Contributors form (CEC Form 55) and submit with the proposal.
- b. All of the proposer's subcontractors who are projected to perform One Hundred Thousand Dollars (\$100,000.00) worth of work or more must be included on CEC Form 55 (Schedule B)

1z<sup>0</sup>FORM  
**55**

# Prohibited Contributors

## (Bidders)

Los Angeles City  
**ETHICS COMMISSION**

This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission at (213) 978-1960.

Original Filing Amendment: Date of Signed Original. Date of Last Amendment.

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

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

Awarding Authority (Department awarding the contract): Bidder

Name: Bidder Address:

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

### Schedule Summary

Please complete all three of the following:

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

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

Yes

No

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

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

Yes

No

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

### Certification

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

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

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

FORM  
**55**

# Prohibited Contributors

## (Bidders)

Los Angeles City  
**ETHICS COMMISSION**

### Schedule A - Bidder's Principals

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

Name: _____	Title: Address: _____

Check this box if additional Schedule A pages are attached.

Revised February 2022

Los Angeles City Charter § 470(c)(12), Los Angeles Municipal Code §§ 49.7.35(B)(3), (4)

Page 2 of 3

FORM  
**55**

# Prohibited Contributors

## (Bidders)

Los Angeles City  
ETHICS COMMISSION

### Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name

Subcontractor's Address

Please check one of the following options:

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

\* *Each principal's name and title must be identified below. Attach additional sheets if necessary. Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.*

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

Check this box if additional Schedule B pages are attached.

Revised February 2022

Los Angeles City Charter § 470(c)(12), Los Angeles Municipal Code §§ 49.7.35(B)(3), (4)

Page 3 of 3



# Form 55 Instructions

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## INTRODUCTION

Bidders who respond to certain City contract solicitations are limited by City law in their ability to spend money in connection with City elections. They are prohibited from making campaign contributions to and engaging in prohibited fundraising activity for City candidates and officeholders. They are also required to disclose their identities and the identities of their subcontractors and principals. Form 55 must be used for that purpose, and these instructions provide information about how to complete the form.

## CONTACT INFORMATION

All questions about Form 55 and the laws regarding bidders and contractors should be directed to the Los Angeles City Ethics Commission:

[ethics.commission@lacity.org](mailto:ethics.commission@lacity.org)

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(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

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200 North Spring Street

City Hall 24th Floor, Suite 2410

Los Angeles CA 90012

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[ethics.lacity.org](http://ethics.lacity.org)

## BIDDER RESPONSIBILITIES

A bidder is any person who bids on or submits a proposal or other response to a City contract solicitation, whether it involves a competitive or a non-competitive selection process.

You are a bidder required to complete Form 55 when all of the following apply:

- You submit a response or proposal for an RFP (request for proposals), RFQ (request for qualifications), RFB (request for bids), or any other written or verbal request to enter into a competitive or non-competitive City contract; and
- The contract is expected to be valued at \$100,000 or more; and
- The contract must be approved by an elected office (City Council, Mayor, City Controller, or City Attorney).

For purposes of Form 55, a **contract** is any agreement, franchise, lease, non-regulatory permit, land use license or easement, or concession with the City that meets the qualifications listed above. This includes an agreement for the performance of any work, service, or construction; the provision of any materials, goods, or equipment; the sale or purchase of property; and the making of grants. This also includes the selection of a pre-qualified list of persons to contract with the City if the RFQ's not-to-exceed amount is at least \$100,000 and the list selection requires approval by an elected City office. The definition does *not* include a contract with another government agency or a contract between a City proprietary department and an underwriting firm for a noncompetitive sale of revenue bonds.

Form 55 is used to disclose information about the following individuals and entities:

- You (the bidder);
- Your principals;
- Your subcontractors with subcontracts valued at \$100,000 or more; and
- The principals of those subcontractors.

The campaign finance restrictions and requirements in [Los Angeles City Charter](#) § 470(c)(12) and [Los Angeles Municipal Code](#) § 49.7.35 apply to all of those individuals and entities. They are subject to the laws because of the positions they hold in relation to a City bid, not because they are disclosed on your Form 55. See section G for more information.

You are required to do all of the following:

1. **Submit** a completed Form 55 with your bid or proposal documents to the City department awarding the contract.
2. **Amend** your Form 55 within 10 business days if the information in the form changes after you submit it with your bid or proposal.
3. **Notify** your principals and subcontractors of the campaign finance restrictions and requirements that apply to them.

**PAGE 1: COVER PAGE AND BIDDER INFORMATION**

You must complete all sections on the cover page.

**A. ORIGINAL OR AMENDED FILING****ORIGINAL FILING**

Check this box if this is the first time you are submitting a Form 55 in connection with the City contract that you are currently seeking or have been awarded.

**AMENDMENT**

Check this box if you are making changes to a Form 55 that you previously submitted in connection with the same City contract that you are seeking or have been awarded. For an amended filing, you must provide the later of:

- The date that your original Form 55 submission was signed; or
- The date that your most recent amendment was signed.

**Example 1:** Your law firm submitted a Form 55 last month when responding to an RFP from the City Attorney's Office for legal services. Your law firm is now responding to an RFP with the Port of Los Angeles for a different contract to provide legal services. Check the "Original Filing" box on the Form 55 submitted to the Port, because this is the first time your firm is submitting Form 55 in connection with the contract with the Port.

**Example 2:** Your company submitted a Form 55 last week when responding to an RFP from the Department of Water and Power (DWP) for construction services. This week, your company moved its offices to a new location. Your company is required to update its contact information on the Form 55 submitted with its proposal. On a new Form 55, check the "Amendment" box, because your company is submitting an updated version of the Form 55 that was already submitted in connection with the construction services contract.

**B. REFERENCE NUMBER**

If applicable, provide the bid number, contract number, RAMP ID, or other identifying number or code assigned to the bid or contract that you seek. You can usually find this number on the City solicitation package (e.g., the RFP documents). However, not all solicitations have a reference number.

If there is no reference number for the bid or contract, enter "N/A" in this box.

**C. DATE BID SUBMITTED**

Enter the date that you submit your bid or response documents to the City department that will be awarding the contract.

## D. CONTRACT DESCRIPTION

Provide the following information in this section:

- Title of the RFP, RFQ, or RFB, as listed on the City solicitation documents; and
- Description of the services to be provided under the contract.

A brief description of the contract is usually given in the RFP, RFQ, RFB, or solicitation documents. If you cannot find one, describe what will be performed under the contract.

## E. AWARDING AUTHORITY

Provide the name of the City department that will be awarding the contract you seek.

## F. BIDDER INFORMATION

Provide all of the following information:

- Bidder's full legal name;
- Bidder's business address;
- Bidder's phone number; and
- Bidder's email address.

The email address and telephone number provided in this section will be used to contact you if there are questions about the information provided in your Form 55.

**Remember to amend your Form 55 to keep this information current.**

## G. SCHEDULE SUMMARY

### ITEM 1: BIDDER'S PRINCIPALS

Indicate whether you have one or more principals. Check only one box ("Yes" or "No").

A **principal** is any of the following:

- Board chair;
- President;
- Chief executive officer;
- Chief operating officer;
- An individual who serves in the functional equivalent of any of the above positions;
- An individual who holds an ownership interest of 20% or more; or
- An employee authorized to represent you before the City regarding this contract.

**Example 1:** You are putting together a proposal for a City contract on behalf of your employer, ABC, Inc. The proposal must include a Form 55. Because ABC, Inc. is an entity, you must check the "Yes" box and disclose ABC, Inc.'s principals on attached Schedule A pages.

**Example 2:** You are an individual submitting a proposal for a City contract and must complete a Form 55. You have two employees who are authorized to represent you before the City on this proposal. You must check the "Yes" box and disclose yourself and those employees as your principals on attached Schedule A pages.

All bidders who are entities are required to complete Schedule A. Most bidders are entities, so most bidders must check the "Yes" box and attach Schedule A pages to the cover page.

**Attach to the cover page as many Schedule A pages as necessary to identify all of your principals.**

## ITEM 2: SUBCONTRACTORS AND THEIR PRINCIPALS

Indicate whether you have one or more subcontractors with subcontracts valued at \$100,000 or more on the City contract you seek. Check only one box ("Yes" or "No").

**Example 1:** Your construction company is submitting a response to a City RFP to provide construction services on a development project and must submit a Form 55. For the proposed project, you expect to hire ABC Company as a subcontractor that will perform \$50,000 worth of work and XYZ Corporation as another subcontractor that will perform \$200,000 worth of work. Check the "Yes" box and attach Schedule B pages to disclose XYZ Corporation and its principals.

**Example 2:** Your architecture firm is submitting a response to a City RFP to provide landscape design services at a new park, and a Form 55 is required. For the proposed project, you expect to hire two subcontractors: More Sunshine, Inc., which will provide consulting services worth \$30,000; and Beautiful Parks Company, which will perform \$85,000 worth of the work. Check the "No" box, indicating that you do not have any subcontractors with subcontracts valued at \$100,000 or more.

**Attach to the cover page as many Schedule B pages as necessary to identify all of your subcontractors and their principals.**

## ITEM 3: TOTAL NUMBER OF PAGES SUBMITTED

Enter the total number of Form 55 pages that you are submitting, including the cover page and all attached Schedule A and B pages.

## H. CERTIFICATION

Form 55 must be signed by an authorized representative of the bidder. By signing this section, you are certifying under penalty of perjury all of the following:

- You understand and will comply with the requirements and restrictions in [Los Angeles City Charter](#) § 470(c)(12) and [Los Angeles Municipal Code](#) § 49.7.35;
- You have notified your principals and subcontractors of the requirements and restrictions; and
- The information you provided in the Form 55 and all attached pages is true and complete to the best of your knowledge and belief.

## PAGE 2: SCHEDULE A – BIDDER’S PRINCIPALS

You must complete this section if you have principals. If you are an entity, this section is required. You must disclose the name, title, and business address for each of your principals. For a definition of “principal”, see the instructions for Page 1, Section G.

If you need more space, mark the box indicating that you are attaching additional Schedule A pages. You may attach as many additional Schedule A pages as necessary to disclose all of your principals.

***Remember to include all Schedule A pages in the total page count on your cover page and attach them to the cover page.***

## PAGE 3: SCHEDULE B – SUBCONTRACTORS AND THEIR PRINCIPALS

You must complete this section if you will have subcontractors with subcontracts worth \$100,000 or more. You must disclose the names and business addresses of those subcontractors and the names, titles, and business addresses of their principals. For a definition of “principal”, see the instructions for Page 1, Section G.

You must submit at least one Schedule B page for each subcontractor. Provide the name and business address of the subcontractor, and then mark the appropriate box to indicate whether the subcontractor has principals.

If a subcontractor has more principals than will fit on one page—or if you have multiple subcontractors to disclose—mark the box indicating that you are attaching additional Schedule B pages. You may attach as many additional Schedule B pages as necessary to disclose all of your subcontractors with subcontracts worth \$100,000 or more and all of their principals.

***Remember to include all Schedule B pages in the total page count on your cover page and attach them to the cover page.***

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

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

**INSTRUCTIONS:**

- a. All proposers must submit Form W-9 with the proposal. The name listed on Form W-9 must match the proposer's legal business name as listed on the Proposer's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form, can be found at <http://www.irs.gov/Forms-&-Pubs>.

**SECTION K**

**IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT (N/A)**

In accordance with California Public Contract Code Sections 2200-2208, all proposers submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the Iran Contracting Act of 2010 Compliance Affidavit.

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

**INSTRUCTIONS:**

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

## **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

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

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; **or**
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

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

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

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

### **OPTION #1: CERTIFICATION**

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

<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>



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

### Compliance Documents to be Submitted by Selected Proposer

**Section L**  
**Americans with Disabilities Act Certification**

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

**INSTRUCTIONS:**

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

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

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

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

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

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

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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SIGNATURE

DATE

**Section M**  
**Business Tax Registration Certificate**

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

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

**INSTRUCTIONS:**

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

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

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

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

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

**Enter your current Business Tax Registration or Vendor Registration Number:**

**Old format:**

BASIC INFORMATION										EXPIRATION DATE	
							-				

EXPIRATION DATE		EXPIRATION DATE	

**New format:**

BASIC INFORMATION										EXPIRATION DATE	
							-				

EXPIRATION DATE		EXPIRATION DATE	

**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:**

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**Explanation:**

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**Section N**  
**Certification of Compliance with Child Support Obligations**

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

**INSTRUCTIONS:**

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

City of Los Angeles  
**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

The undersigned hereby agrees that \_\_\_\_\_ will:  
Name of Business

1. Fully comply with all applicable State and Federal employment reporting requirements for 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 \_\_\_\_\_

**Section O**  
**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 services and for purchasing goods and products that involve a value in excess of twenty-five thousand dollars (\$25,000) and a term in excess of three months are covered by this Article; and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

- (a) To comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (b) To notify the awarding authority within 30 calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor did not comply with any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (c) To notify the awarding authority within 30 calendar days of all findings by a governmental agency or court of competent jurisdiction that the contractor has violated any federal, state, or local law in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees.
- (d) If applicable, to provide the awarding authority, within 30 calendar days, updated responses to the Responsibility Questionnaire if any change occurs which would change any response contained within the Responsibility Questionnaire and such change would affect the contractor's fitness and ability to continue the contract.
- (e) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- (f) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, sublicensee that perform or assist in performing services on the leased or licensed premises) submit a Pledge of Compliance.
- (g) To ensure that subcontractors working on the City agreement (including contractors or subcontractors of a public lessee, licensee, sublessee, or sublicensee that perform or assist in performing services on the leased or licensed premises) shall comply with paragraphs (b) and (c).

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

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative

Date

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Print Name and Title of Officer or Authorized Representative

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Awarding City Department

Contract Number

**Section P**  
**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

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II. Total Number of Employees in the Organization: \_\_\_\_\_

III. Percentage of the Proposer's Total Workforce Employed within the City Of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

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

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V. Percentage of the Workforce in each Los Angeles Branch Office that is Employed within the City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**Section Q**

**LIVING WAGE ORDINANCE**

**Additional related forms from Section F**

**LWO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM**REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO

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

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

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

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

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:****THE LIVING WAGE ORDINANCE REQUIRES:**

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

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

- As of July 1, 2020, a wage of at least **\$15.00 per hour with health benefits** of \$1.25 per hour, or **\$16.25 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees);
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, **available on the Bureau of Contract Administration website at <https://bca.lacity.org/equal-employment-opportunity-enforcement>**, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

**THE LIVING WAGE ORDINANCE ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

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

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

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

## **LWO – EMPLOYEE INFORMATION FORM**

**REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO**

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

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

- As of July 1, 2020, a wage of at least **\$15.00 per hour with health benefits** of \$1.25 per hour, or **\$16.25 per hour without health benefits** (to be adjusted annually on July 1);
- At least **96 compensated hours off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees); and
- At least **80 additional hours off per year of uncompensated time off** for personal or immediate family illness (pro-rated for part-time employees). Refer to the LWO Rules and Regulations, available on the Bureau of Contract Administration website at <http://bca.lacity.org/living-wages-ordinance-lwo>, for details regarding the wage and benefit requirements of the Ordinance; and
- Information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer.

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

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

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Email Address: \_\_\_\_\_
2. STATE the number of employees working **ON THIS CITY CONTRACT**: \_\_\_\_\_
3. **ATTACH** a copy of your company's **1 PAYROLL** under **THIS CITY CONTRACT**.
4. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No  
If YES, provide the employer's monthly contribution amount(s) toward the health benefits premium(s) for each employee working on **THIS CITY CONTRACT**.

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

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

Print Name of Person Completing this Form

Signature of Person Completing this Form

Title

Phone #

Date

**AWARDING DEPARTMENT USE ONLY:**

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

# LWO – SUBCONTRACTOR INFORMATION FORM

## REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the 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

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ End Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ End Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ End Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

6. Is this subcontractor exempted from or not subject to the LWO?  Yes  No  
 If Yes, state the reason below. And see Section III for documents required.  
 \_\_\_\_\_

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

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ End Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

6. Is this subcontract exempted from or not subject to the LWO?  Yes  No  
If Yes, state the reason below. And see Section III for documents required.  
\_\_\_\_\_

1. Subcontractor Name: \_\_\_\_\_

2. Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_

3. Address: \_\_\_\_\_

4. Purpose of Subcontract: \_\_\_\_\_

5. Amount of Subcontract: \$ \_\_\_\_\_ Term: Start Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ End Date \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

6. Is this subcontract exempted from or not subject to the LWO?  Yes  No  
If Yes, state the reason below. And see Section III for documents required.  
\_\_\_\_\_

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

EXEMPTION Or NON-COVERAGES	SUPPORTING DOCUMENTATION REQUIRED
501(c)(3) non-profit organization <sup>1</sup>	LW 28 – 501(c)(3) Non-Profit Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2028%20-%20501c3%20Nonprofit%20Exemption%20Application.pdf</a>
Collective bargaining agreement w/supersession language <sup>2</sup>	LW 10 – OCC Exemption Application <a href="https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf">https://bca.lacity.org/Uploads/lwo/Template_LW%2010%20-%20OCC%20Exemption%20Application%20edited%203.20.18.pdf</a>
Small Business <sup>3</sup>	LW 26 – Small Business Exemption Application (English & Spanish) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf</a> (English) <a href="https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%29.pdf">https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28Spanish%29.pdf</a> (Spanish)
Governmental Entity <sup>4</sup> or Utilities Companies <sup>5</sup>	NONE REQUIRED.
Construction contract <sup>6</sup>	NONE REQUIRED.

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

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

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

LW-6 - <https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%2C%20as%20of%209-26-18.pdf>  
LW-18 - [https://bca.lacity.org/Uploads/lwo/LW18\\_Subcontractor\\_Information\\_Form.pdf](https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf)  
LW-5 - [https://bca.lacity.org/Uploads/lwo/Template\\_LW%205%20CC%20rev%209-18-2018.pdf](https://bca.lacity.org/Uploads/lwo/Template_LW%205%20CC%20rev%209-18-2018.pdf)

**SECTION V: SIGNATURE**

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

Print Name of Person Completing This Form

Signature of Person Completing This Form

Title \_\_\_\_\_

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

Date \_\_\_\_\_

**AWARDING DEPARTMENT USE ONLY:**

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

## ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.15(b) of the LWO as a corporation organized under Section 501(c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (1) A copy of the most recent IRS letter indicating that the Employer has been recognized as a non-profit corporation organized under section 501(c)(3) of the United States Internal Revenue Code.
- (2) The LW-28 Non-Profit 501(c)(3) Exemption Application referred to in the LWO Rules and Regulations Appendix A must include the salary certification information. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement or the highest paid person employed by the corporation if the CEO is not the highest paid employee. The "lowest paid worker" refers to the lowest paid worker employed by the 501(c)(3) corporation that entered into the Agreement with the City, regardless of whether the person works on the City Agreement.

<sup>2</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An Employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those Employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by the CBA. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An Employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the Employer shall submit written confirmation from the union representing the Employees working on the Agreement that the union and the Employer have agreed to let the CBA supersede the LWO.

(a) If the final CBA signed by the Employer and the union supersedes the LWO, in full or in part, the Employer shall be considered to be exempt from the LWO's specified provisions for the time period covered by the effective dates of the superseding CBA. The Employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the Employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the Employer shall be required to make retroactive corrections for any period of violation, which may include making retroactive payments to affected employees for the relevant periods of violation.

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

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

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

Whether the lessee or licensee meets the seven (7) person limit shall be determined using the total number of people employed by all companies or businesses, which the lessee or licensee owns or controls, or which own or control the lessee or licensee. For purposes of this example, "control" means that one company owns a controlling interest in another company.

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

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

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

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

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

(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.

**SECTION R**  
**DISCLOSURE ORDINANCE (DO) AFFIDAVIT**

Effective April 1, 2019, the Disclosure Ordinance (DO) Affidavit will include the Disclosure of Border Wall Contracting Ordinance, the Slavery Disclosure Ordinance, and the new NRA Disclosure Ordinance.

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

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

Unless otherwise exempt, in accordance with the provisions of the Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance (Ordinance No. 186000), any contract awarded pursuant to the RFP will be subject to the Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance, Section 10.52 of the Los Angeles Administrative Code.

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

**INSTRUCTIONS:**

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

## Proposer Input Instructions

**General:**

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



# Food and Beverage Spreadsheet

RFP EXHIBIT D

## PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

RFP Exhibit D

Proposer:

Concession Location:

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

## Food and Beverage Spreadsheet

### PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS

Proposer:

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

**PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS**

**Proposer:**

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

**PRO FORMA FINANCIAL STATEMENTS SUBMITIAL FORMS**

Proposer:

		<i><b>Cash Flow - Years 1-5</b></i>				
		1	2	3	4	5
<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>-</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>-</b>	<b>\$</b>	<b>-</b>
<b>Net Change in Cash Flow</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>Break Even Cash Flow</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>

**FINANCIAL OFFER FORM**  
**Vending Machine Concession RFP**

**Monthly Concession Fee Commitment**

In consideration of City executing this Concession Agreement and granting the rights herein enumerated, CONCESSIONAIRE shall pay to City a percentage of gross receipts (PGR) as shown below (**percentage must be equal to or greater than the minimum acceptable percentage shown below**):

<b>CATEGORY</b>	<b>MINIMUM ACCEPTABLE PERCENTAGE BY LOCATION</b>	<b>PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)</b>
Vending Machines Food and Beverage	20%	(      %)

Prepared By: \_\_\_\_\_  
(Authorized Signature) \_\_\_\_\_ (Print Name) \_\_\_\_\_

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

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

**DEPARTMENT OF RECREATION AND PARKS  
REQUEST FOR PROPOSAL  
VENDING MACHINE CONCESSION**

**TERMS AND CONDITIONS ACCEPTANCE FORM**

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

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

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

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

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

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

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

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

\_\_\_\_\_ Date

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

**Instructions:**

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

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

## Los Angeles Dept of Parks & Rec Equipment Listing

5/29/2024

### RFP EXHIBIT G

Name / Address	Mach Name	FCV#	Machine Type
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Coke Max 4	33055	Soda Glass Front
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Snack	7692	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Snack	36909	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Coke Can	24596	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Snack	3111	Snack
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz	22450	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz #2	18029	Drink
Granada Hills Rec Center - 16730 Chatsworth St., Granada Hills, California 91344	GHRC Lobby Coke 20oz	22684	Drink
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Snack	1077	Snack
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Coke 20oz	9458	Drink
Mar Vista Rec Center - 11430 Woodbine Ave., Los Angeles, California 90066	MVRC Pepsi Can	7614	Drink
North Hollywood Maint - 11430 Chandler Boulevard, North Hollywood, California 91601	NHM Yard Coke 20oz	26735	Drink
Oakwood RC - 767 California Ave., Venice, California 90291	ORC Coke 20oz	22168	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Dasani	22312	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Coke 20oz	22313	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Snack	17075	Snack
Poinsettia - 7341 Willoughby Avenue, Los Angeles, California 90046	Poinsettia B Ball Court Dasani	22298	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Coke Can	9544	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Gatorade	22689	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Gatorade	6665	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Coke Can	22528	Drink
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Snack	6924	Snack
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Coke 20oz	22464	Drink
Stoner Rec Center - 1835 Stoner Ave., Los Angeles, California 90025	SRC Outside Dasani 20oz	33854	Drink
Tarzana Rec Center - 5655 Vanalden Avenue, Tarzana, California 91356	TRC Lobby Pepsi Can	37188	Drink
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Snack	19917	Snack
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Coke 20oz	22697	Drink
Valley Reg Headquarters - 6335 Woodley Avenue, Van Nuys, California 91406	VRH B/R Powerade	29921	Drink
West Region Headquarters - 2459 Motor Ave., Los Angeles, California 90064	WRH Out Maint Coke Can	12831	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Snack	36868	Snack
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Coke 20oz	36402	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Outside Coke 20oz	36184	Drink
Whitsett Sports Center - 12460 Sherman Way, North Hollywood, California 91605	WSC Outside Gatorade	22682	Drink
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Snack	11254	Snack
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Pepsi Can	30106	Drink
Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Coke Can	22607	Drink

Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Gatorade	37567	Drink
Van Nuys / Sherman Oaks Tennis Courts-14201 Huston St, Sherman Oaks, CA 91423	Jofemar NeighborNosh Machine		Snack & Drink
Griffiths Park Shane's Inspiration Park-4730 Crystal Springs Dr, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
O'melveny Park-17300 Sesnon Blvd, Granada Hills CA 91344	Jofemar NeighborNosh Machine		Snack & Drink
Vermont Canyon Tennis-2715 N. Vermont Canyon Rd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Tregnan Golf Academy-4341 Griffith Park Blvd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Arts District Park-501 S. Hewitt St, Los Angeles CA 90013	Jofemar NeighborNosh Machine		Snack & Drink

**SAMPLE AGREEMENT  
FOR THE OPERATION AND MAINTENANCE OF  
THE VENDING MACHINE CONCESSION**

**BETWEEN**

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

**AND**

**CONCESSIONAIRE NAME**

**SAMPLE**

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## **AGREEMENT FOR THE OPERATION AND MAINTENANCE OF THE VENDING MACHINE CONCESSION**

This Concession Agreement (hereinafter AGREEMENT), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter CITY), and CONCESSIONAIRE NAME (hereinafter CONCESSIONAIRE).

**WHEREAS**, the Department of Recreation and Parks (hereinafter RAP) seeks to serve the public by providing snack and beverage vending machine services at locations throughout the City of Los Angeles (hereinafter CONCESSION); and

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

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

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

**WHEREAS**, RAP solicited proposals for the operation and maintenance of the CONCESSION, to include furnishing snack food and beverage vending machines and related services to the public; and

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

**WHEREAS**, CONCESSIONAIRE NAME was the highest-ranked proposer, and was selected to furnish snack food and beverage vending machines and related services in accordance with the terms and conditions of this AGREEMENT; and

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

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

### **SECTION 1. DEFINITIONS**

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

**AGREEMENT:** This Concession Agreement consisting of Twenty-Three (23) pages and Fourteen (14) Exhibits (A-N)

**BOARD:** Board of Recreation and Park Commissioners

CITY:	City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners
CONCESSION:	Vending Machine Concession
CONCESSIONAIRE:	<b>CONCESSIONAIRE NAME</b>
RAP:	Department of Recreation and Parks
FACILITIES:	43 Various RAP owned locations throughout the City of Los Angeles (see Exhibit B) with opportunities for expansion.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The geographical areas, as defined in Section 3 of this AGREEMENT, in which the CONCESSIONAIRE may operate
GENERAL MANAGER:	The City of Los Angeles Department of Recreation and Parks General Manager or designee
DAA:	Designated Administrative Agency, as defined in Section 10.8.1. of the LAAC

## **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, the exclusive right and obligation to provide, stock, and maintain credit card-capable snack and beverage vending machines at various locations throughout the CITY.

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

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

CITY reserves the right to further develop or improve PREMISES as it sees fit, without interference or hindrance by CONCESSIONAIRE.

### **SECTION 3. PREMISES**

PREMISES (Exhibit B), or the vending machine locations, subject to this AGREEMENT will be located on a case-by-case basis. PREMISES authorized for use by CONCESSIONAIRE will be at the instruction and sole discretion of GENERAL MANAGER or his/her designee.

PREMISES shall include 43 credit card-capable beverage and snack vending machines at various locations throughout the CITY. RAP reserves the right to add or remove machines at GENERAL MANAGER's sole discretion throughout the life of this AGREEMENT. At any time during the term of this AGREEMENT, RAP may require CONCESSIONAIRE to surrender any portion of the PREMISES. Should RAP impose such a requirement on CONCESSIONAIRE, RAP will attempt to provide CONCESSIONAIRE with equivalent substitute space.

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

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

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

### **SECTION 5. CONCESSION FEE PAYMENT**

#### **A. Payment**

As part of the consideration for RAP granting the CONCESSION rights set forth, CONCESSIONAIRE shall make to RAP a monthly concession fee payment as follows:

- Twenty percent (20%) of monthly gross receipts of all sales,

Refer to SECTION 5.B for the definition of "Gross Receipts."

#### **Concession Fee Payment Due**

Payment shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in the previous month. The payment and Monthly Remittance Advice Form (Section 5.C) shall be addressed to:

CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
ATTENTION: Concessions Unit  
P.O. Box 86328  
Los Angeles, California 90086-0610

Payments may also be made by electronic deposit, which may be arranged by submitting a request to the RAP contact listed in Section 18.A.

**B. 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. Gross Receipts shall not include any of the following:

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

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

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

**C. Monthly Concession Fee Reports**

CONCESSIONAIRE shall transmit with each payment a Monthly Gross Receipts and Concession Fee Report, also referred to as a Monthly Remittance Advice Form (Exhibit D), for the month for which a payment is submitted. CONCESSIONAIRE shall transmit a statement of gross receipts for each individual machine as a supplemental document to the Monthly Remittance Advice.

**D. Late Payment Fee**

Should CONCESSIONAIRE fail to remit any of the concession fee payments or any other fees, charges, or payments required on time, it shall be considered a material breach of this AGREEMENT. CITY may terminate this AGREEMENT or take such other legal action in response as it deems necessary.

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

The charge 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 (15<sup>th</sup>) day of the month in which payment is due.

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

**SECTION 6. 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 this 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 concession fee payment thereafter due, and each and every part of the same shall be and become additional concession fee payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the monthly concession fee payment set forth in Section 5.

- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be *prima facie* evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of PREMISES for purposes not expressly permitted herein, whether approved in writing by GENERAL MANAGER or not, may result in additional charges; however, any such use without the prior written approval of GENERAL MANAGER shall also constitute a material breach of this AGREEMENT and is prohibited.
- D. Utilities- CONCESSIONAIRE shall pay a monthly utility charge equal to \$10.00 per machine.

CONCESSIONAIRE hereby expressly waives all claims for compensation, or for any diminution or abatement of the concession fee payment provided for herein, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, air conditioning systems, electrical apparatus, or wires furnished to 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. 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.

CONCESSIONAIRE shall be responsible for the cost of repairs and any and all damages 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 use water and electricity in the most efficient manner possible. CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs.

## **SECTION 7. HOURS AND DAYS OF OPERATION**

CONCESSIONAIRE shall ensure that all vending machines are in operation and accessible to the public during the normal hours and days of operation of the facility where vending machines are installed.

## **SECTION 8. OPERATING RESPONSIBILITIES**

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

### **A. Cleanliness**

CONCESSIONAIRE shall, at its own expense, keep the vending machines and the immediately surrounding areas, within a minimum of five (5) feet, clean, sanitary, and free of graffiti at all times. CONCESSIONAIRE shall prevent any offensive or refuse matter, any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or any material detrimental to the public health, from being or accumulating upon PREMISES.

### **B. Conduct**

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

### **C. Non-Discrimination**

1. CONCESSIONAIRE, in its operations at the FACILITIES, 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, disability, medical condition, marital status, domestic partner status, sexual orientation, or sexual identity 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 this AGREEMENT; (2) in the construction of any improvements on, over or under 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, disability, medical condition, marital status, domestic partner status, sexual orientation, or sexual identity 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 per Section 18, CITY shall issue a written notice of breach or default to CONCESSIONAIRE. If CONCESSIONAIRE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to CONCESSIONAIRE, terminate this AGREEMENT without further delay. CONCESSIONAIRE shall vacate the PREMISES within fourteen (14) calendar days of receiving the second written notice and CITY shall have the right to reenter and repossess said land and the facilities thereon and hold the same as if this AGREEMENT had never been executed.
3. In addition, CONCESSIONAIRE, during the term of this 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, disability, medical condition, marital status, domestic partnership status, sexual orientation, or sexual identity. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

**D. Personnel****1. Freedom from Tuberculosis**

CONCESSIONAIRE shall provide GENERAL MANAGER with certificates indicating freedom from communicable 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.

**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 CITY. All such personnel, while on or about 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 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. GENERAL MANAGER may direct CONCESSIONAIRE to remove an employee from PREMISES if said employee is found to be unsatisfactory.

**3. Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by GENERAL MANAGER, a Concession Manager of CONCESSIONAIRE's operations under this AGREEMENT. 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 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.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of this AGREEMENT, the General Manager may, in his or her sole discretion, suspend this AGREEMENT and all terms and conditions contained therein.

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

RAP shall have the right to approve or disapprove all employees, volunteers, and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for CONCESSIONAIRE at PREMISES to 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 PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. 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 RAP 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 RAP's instruction.

#### **E. Price Schedules and Merchandising**

1. CONCESSIONAIRE shall offer for sale to the public a full range of pre-packaged snack food items and non-alcoholic beverages. Proposed menu items should reflect the needs and interests of the communities surrounding each location. **All menus must comply with the Los Angeles Food Policy Council's Good Food Purchasing Guidelines (Exhibit M). A minimum of twenty percent (20%) of all snack food items and beverages in each machine must follow the RAP Vending Machine Healthy or Healthier Choice Nutrition Guidelines (Exhibit E).** This includes the availability of fresh fruits and fresh vegetables, nuts and seeds, bottled water, one hundred percent (100%) juice that contains no added sweeteners, and healthy snacks (low-fat, low-sugar items). CONCESSIONAIRE expressly agrees to comply with all CITY and RAP food programs. This 20% requirement may be changed with written approval by RAP whether such change is requested by Concessionaire or by RAP
2. CONCESSIONAIRE's merchandise and pricing shall be within CONCESSIONAIRE's discretion; however, it is subject to disapproval by GENERAL MANAGER. GENERAL MANAGER may order the removal of items or change of pricing if he or she finds that the selection of items offered is inadequate, of inferior quality, or if any prices are excessively high or low. 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 of Los Angeles. CONCESSIONAIRE shall, upon execution of this AGREEMENT, provide GENERAL MANAGER with a list of prices for all merchandise and services. This list shall be updated whenever prices are changed.
3. All vending machine items and services offered for sale and/or sold by CONCESSIONAIRE on PREMISES shall be of first class, high quality and must be related to the ordinary business of the CONCESSION. Items shall be 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 items shall be sold or kept for sale by CONCESSIONAIRE. All edible merchandise kept on hand shall be stored and handled with due regard for sanitation. CONCESSIONAIRE shall remove from PREMISES any article which may be rejected by the GENERAL MANAGER and shall not again offer it for sale without the written approval of GENERAL MANAGER.

4. Prices for merchandise shall be displayed in clear view.
5. CONCESSIONAIRE shall not sell energy drinks and alcoholic beverages.
6. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense food or beverage items in glass or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic. CONCESSIONAIRE shall comply with the Zero Waste City Facility and Events on City Property Ordinance (Exhibit N)
7. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

**F. Machine Placement Records**

CONCESSIONAIRE shall maintain a list of all vending machines maintained under this AGREEMENT which shall include the location of each machine. CONCESSIONAIRE must provide RAP with an updated list when any machine is added to or removed from PREMISES.

**G. Diversion of Business**

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

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

CONCESSIONAIRE shall, at its own expense, purchase and install all equipment, furnishings, and expendables required for CONCESSION. **Each machine shall follow the RAP Vending Machine Specifications (Exhibit F)**. Said equipment, furnishings, and expendables shall remain CONCESSIONAIRE's personal property. Upon expiration or earlier termination of this AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from 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 RAP.

**I. Maintenance of Equipment**

1. CONCESSIONAIRE shall, at all times and at its own expense, furnish all equipment, maintenance, repair, and service necessary for the proper and efficient operation of the CONCESSION on PREMISES. CONCESSIONAIRE shall keep such equipment, as well as electric panels installed by CITY, in good repair and in a clean, sanitary, and orderly condition and appearance. CITY will be responsible for utility lines and repairs exterior to PREMISES.
2. CONCESSIONAIRE shall not remove or replace equipment provided by CITY without the prior written consent of GENERAL MANAGER. If consent is secured, such removal and/or replacement shall be at the expense of CONCESSIONAIRE.
3. CITY shall not be responsible for the protection of any equipment owned by

CONCESSIONAIRE. CONCESSIONAIRE may remove any equipment that it deems vulnerable to theft or vandalism, or may exercise the right to provide physical security for said equipment, specifics subject to prior written approval of GENERAL MANAGER. If equipment is vandalized, regardless of any protections that have been put in place, CONCESSIONAIRE must repair or remove that equipment within seventy-two (72) hours of being notified of the damage.

4. CONCESSIONAIRE shall maintain stocking routes to ensure that machines remain at least seventy-five percent (75%) full under normal circumstances.
5. CONCESSIONAIRE shall repair equipment and provide stocking/restocking of items within twenty-four (24) hours of any request made by RAP.
6. CONCESSIONAIRE shall provide all necessary vending machine equipment, fully stocked and operational, at a new location within seventy-two (72) hours of any request made by RAP.
7. CONCESSIONAIRE shall remove all vending machine equipment from existing locations within seventy-two (72) hours of any request made by RAP.

**J. Claims for Labor and Materials**

CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any 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 prior written approval from GENERAL MANAGER. Certain signs and advertisements may also require the prior written approval of other agencies.

CONCESSIONAIRE shall post the 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 CONCESSIONAIRE's expense, of any signage.

Upon the expiration or earlier termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as GENERAL MANAGER may direct, any and all signs and displays on 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. 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 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" to RAP (Exhibit H). 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.

**M. Property Damage and Theft Reporting**

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

**N. Environmental Sensitivity**

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 of environmentally unsafe products on PREMISES. Items stocked on RAP property must utilize sustainable materials and packaging, such as paper, compostable materials and aluminum, instead of plastic. **The sale of individual plastic bottled water is prohibited.** Provide filtered locally sourced water to patrons free of charge or at a nominal cost along with an assortment of healthy choice beverages.

**O. Fundraising And / Or Special Events Activities**

CONCESSIONAIRE shall cooperate with RAP personnel on all matters relative to the conduct of fundraising and/or special events. CONCESSIONAIRE may be required to cease operations or to allow for fundraising and/or special events at the discretion of GENERAL MANAGER.

**P. Community Outreach**

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

**SECTION 9. PROHIBITED ACTS**

CONCESSIONAIRE shall not:

1. Use PREMISES to conduct any business operations not related to the CONCESSION;
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on PREMISES or elsewhere at the FACILITIES;

3. Do or permit to be done anything which may interfere with free access and passage in PREMISES, the public areas adjacent thereto, or in the streets or sidewalks adjoining PREMISES;
4. Do or permit to be done anything which may hinder police, fire fighting, or other emergency personnel in the discharge of their duties;
5. Interfere with the public's enjoyment and use of the FACILITIES;
6. Use PREMISES for any purpose which is not essential to the CONCESSION operations;
7. Rent, sell, lease, or offer any space for storing of any articles whatsoever within or on PREMISES without the prior written approval of RAP;
8. Overload any floor on PREMISES;
9. Place any additional lock of any kind upon any window or interior or exterior door on PREMISES;
10. Make any change in any existing door or window lock or mechanism thereof;
11. Refuse, upon the expiration or earlier termination of this AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE. In the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement;
12. Do or permit to be done any act upon PREMISES which will invalidate, suspend, or increase the rate of any insurance policy required under this AGREEMENT, or carried by CITY, covering PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under this AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping, or using on or about 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;
13. 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. This provision shall not preclude CONCESSIONAIRE from bringing, keeping, or using on or about 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. All hazardous materials must be stored and used in compliance with all City, State, and Federal rules, regulations, ordinances, and laws;
14. Allow any sale by auction upon PREMISES;

15. Permit undue loitering on or about PREMISES;
16. Use PREMISES in any manner that will constitute undue waste; or,
17. Use or allow PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

## **SECTION 10. PERFORMANCE DEPOSIT**

CONCESSIONAIRE shall provide to RAP One Thousand Dollars (\$1,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

### **A. Form of Deposit**

CONCESSIONAIRE's Deposit shall be in the form of a cashier's check payable to the order of the City of Los Angeles.

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

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

### **C. Maintenance of Deposit**

Deposit shall be held by CITY during the entire term of this AGREEMENT.

### **D. Return of Deposit to CONCESSIONAIRE**

Deposit shall be returned to CONCESSIONAIRE and any rights assigned to the Deposit shall be surrendered by CITY in writing after the expiration or earlier termination of this AGREEMENT and any exit audits performed in conjunction with this AGREEMENT. CITY reserves the right to deduct from the Performance Deposit any amounts up to and including the full amount of the Deposit owed to 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 this AGREEMENT.

## **SECTION 11. 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, 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 PREMISES, or upon CONCESSIONAIRE's improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE's operations. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest." Such property interest will be subject to 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 this AGREEMENT, CONCESSIONAIRE must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by CITY's Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 12.00 *et seq.*).

## **SECTION 12. ASSIGNMENT, SUBLICENSE, BANKRUPTCY**

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

## **SECTION 13. BUSINESS RECORDS**

CONCESSIONAIRE shall maintain during the term of this 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 this AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for at least three (3) years thereafter.

### **A. Employee Fidelity Bonds**

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

### **B. Cash and Record Handling Requirements**

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

CONCESSIONAIRE shall be required to maintain a method of accounting 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. Any other accounting records that RAP, in its sole discretion, deems necessary for proper reporting of receipts.

**C. Method of Recording Gross Receipts**

Vending machines shall have a non-resettable electronic revenue-tracking system that records the gross amount of sales in dollars and cents.

**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 this AGREEMENT, in a form acceptable to RAP, on or before April 30<sup>th</sup> of each calendar year during the term of this 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 by RAP prior to the April 30<sup>th</sup> due date, provided that sufficient verification of the need for the extension is submitted to and accepted by RAP. The charge for late or delinquent 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 CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30) days after billing any additional fees disclosed by such audit. If discrepancy exceeds two percent and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

**SECTION 14. 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, CITY in its discretion may require CONCESSIONAIRE, without any reduction in concession fee 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 CITY. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

**B. Conformance with Laws**

CONCESSIONAIRE shall conform to:

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

2. Any and all orders, directions, or conditions issued, given, or imposed by CITY with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations, or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state, or municipal, lawfully exercising authority over CONCESSIONAIRE's operations; and,
4. Any and all applicable local, State, and Federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

**C. Permissions**

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

**D. Right of Inspection**

CITY and RAP, their authorized representatives, agents, and employees shall have the right to enter upon PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE's operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of PREMISES, evaluate CONCESSIONAIRE, and inform RAP fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon 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 CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of this AGREEMENT are being complied with.
2. To observe transactions between CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.

**E. Control of Premises**

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

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

CONCESSIONAIRE agrees to comply with all Identity Theft Laws including without limitation, Laws related to:

1. Payment Devices;

2. Confidential treatment of consumer information; and
3. The Fair and Accurate Credit Transactions Act (FACTA), including its requirement relating to the content of Transaction Receipts provided to Customers.

CONCESSIONAIRE further agrees to comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (PCI DSS).

#### **G. Business Inclusion Program-~~WAIVED~~**

#### **H. 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 this 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 this AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of this AGREEMENT:
  - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notification 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, 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 CONCESSIONAIRE interviewed, and the reasons why referred individuals were not hired.

3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONCESSIONAIRE shall comply with all rules, regulations, and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the LAAC the DAA has determined that CONCESSIONAIRE intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in RAP's Contractor Evaluation, required under LAAC Section 10.39 *et seq.*, and must be documented in each of CONCESSIONAIRE's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 *et seq.* This measure does not limit CITY's authority to act under this article. Under the provisions of Section 10.44.8 of the LAAC, RAP shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that CONCESSIONAIRE has violated provisions of the FSHO.

**I. Bidder Contributions – City Charter Sections 470(c)(12)**

CONCESSIONAIRE is subject to Charter Section 470(c)(12) and related ordinances. As a result, CONCESSIONAIRE 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 CONCESSIONAIRE submitted its bid for this CONCESSION until twelve (12) months after this AGREEMENT is signed. CONCESSIONAIRE's principals and subcontractors performing One Hundred Thousand Dollars (\$100,000.00) or more in work on this AGREEMENT, as well as the principals of those subcontractors, are subject to the same limitations on campaign contributions and fundraising.

**J. Zero Waste City Facility and Events on City Property Ordinance (Exhibit N)**

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

**SECTION 15. SURRENDER OF POSSESSION**

CONCESSIONAIRE agrees to yield and deliver possession of PREMISES to CITY on the date of the expiration or earlier termination of this 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 PREMISES utilized by CONCESSIONAIRE under this AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore 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. RAP may at its 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 16. INDEMNIFICATION AND INSURANCE**

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

#### **SECTION 17. RATIFICATION**

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

#### **SECTION 18. NOTICES**

##### **A. To RAP**

Unless otherwise stated in this AGREEMENT, written notices via post to RAP shall be addressed to:

Department of Recreation and Parks  
Attention: Concessions Unit  
P.O. Box 86328  
Los Angeles, CA 90086-0610

Written notices via electronic mail to RAP shall be addressed to:

[rahulan.kathir@lacity.org](mailto:rahulan.kathir@lacity.org)

All such notices may be delivered personally, transmitted via electronic mail, 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 email, personal delivery, or registered or certified mail shall be effective upon receipt.

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

##### **B. To CONCESSIONAIRE**

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

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

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

CONCESSIONAIRE NAME  
Attn: CONCESSION MANAGER  
STREET ADDRESS  
CITY, STATE ZIP

Written notices via electronic mail to CONCESSIONAIRE shall be addressed to:

CONCESSIONAIRE EMAIL ADDRESS

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

## **SECTION 19. APPLICATION OF STANDARD PROVISIONS**

All provisions within the Standard Provisions for City Contracts Revision (Rev.9/22) [v.1] (Exhibit A) shall have equal force as if they were written herein.

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

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

- A. Standard Provisions for City Contracts (Rev.9/22) [v.1]
- B. Vending Machines Location Listing
- C. Proposal in Response to RFP No. CON-F24-002
- D. Remittance Advice Form
- E. RAP Vending Machine Nutrition Guidelines
- F. RAP Vending Machine Specifications
- G. Form Gen. 146 – Insurance Requirements; Instructions for Submitting Proof of Insurance
- H. Form General No. 87 “Non-Employee Accident or Illness Report”
- I. Special Occurrence and Loss Report
- J. Schedule A-**WAIVED**
- K. Schedule B-**WAIVED**
- L. Schedule C-**WAIVED**
- M. Good Food Purchasing Guidelines
- N. Zero Waste City Facility and Events on City Property Ordinance

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit B, 4) Exhibit C, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8) Exhibit G, 9) Exhibit H, 10) Exhibit I, 11) Exhibit J, 12) Exhibit K, 13) Exhibit L, 14) Exhibit M, 15) Exhibit N.

*(Signature Page to Follow)*

SAMPLE

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

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

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

**CONCESSIONAIRE**

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

APPROVED AS TO FORM:  
HYDEE F. SOTO, City Attorney

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

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

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

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

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

## STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

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

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

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

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

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

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

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

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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

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

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

## **PSC-23. Insurance**

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-28. Living Wage Ordinance**

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

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

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

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

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

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

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

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42. Possessory Interests Tax**

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

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

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel"), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

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

## **EXHIBIT 1**

### **INSURANCE CONTRACTUAL REQUIREMENTS**

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

### **CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

# Required Insurance and Minimum Limits

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

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

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

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

## Limits

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

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

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### **General Liability**

 Products/Completed Operations Sexual Misconduct Fire Legal Liability \_\_\_\_\_


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

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### **Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

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

 All Risk Coverage Boiler and Machinery Flood Builder's Risk Earthquake \_\_\_\_\_


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### **Pollution Liability**



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### **Surety Bonds** - Performance and Payment (Labor and Materials) Bonds

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### **Crime Insurance**

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### **Other:**

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## Los Angeles Dept of Parks & Rec Equipment Listing

5/29/2024

### SAMPLE AGREEMENT EXHIBIT B

Name / Address	Mach Name	FCV#	Machine Type
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Coke Max 4	33055	Soda Glass Front
Anderson Rec Center - 3980 Bill Robertson Ln, Los Angeles, California 90037	ARC Hall Snack	7692	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Snack	36909	Snack
Central Services - 3900 Chevy Chase Drive, Los Angeles, California 90039	CS B/R Coke Can	24596	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Snack	3111	Snack
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz	22450	Drink
Cheviot Hills Rec Center - 2551 Motor Ave., Los Angeles, California 90064	CHRC Lobby Coke 20oz #2	18029	Drink
Granada Hills Rec Center - 16730 Chatsworth St., Granada Hills, California 91344	GHRC Lobby Coke 20oz	22684	Drink
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Snack	1077	Snack
Griffith Observatory - 2800 E Observatory Road, Los Angeles, California 90027	GO Empl Hall Coke 20oz	9458	Drink
Mar Vista Rec Center - 11430 Woodbine Ave., Los Angeles, California 90066	MVRC Pepsi Can	7614	Drink
North Hollywood Maint - 11430 Chandler Boulevard, North Hollywood, California 91601	NHM Yard Coke 20oz	26735	Drink
Oakwood RC - 767 California Ave., Venice, California 90291	ORC Coke 20oz	22168	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Dasani	22312	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Coke 20oz	22313	Drink
Pershing Square - 532 South Olive Street, Los Angeles, California 90013	PS Level 1 Elevator Snack	17075	Snack
Poinsettia - 7341 Willoughby Avenue, Los Angeles, California 90046	Poinsettia B Ball Court Dasani	22298	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Coke Can	9544	Drink
Sepulveda Rec Center - 8801 Kester Avenue, Panorama City, California 91405	SRC Lobby Gatorade	22689	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Gatorade	6665	Drink
Shatto Rec Center - 3191 West 4Th Street, Los Angeles, California 90020	SRC Outside Coke Can	22528	Drink
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Snack	6924	Snack
Silver Lake Rec Center - 1850 West Silver Lake Drive, Los Angeles, California 90026	SLRC Outside Coke 20oz	22464	Drink
Stoner Rec Center - 1835 Stoner Ave., Los Angeles, California 90025	SRC Outside Dasani 20oz	33854	Drink
Tarzana Rec Center - 5655 Vanalden Avenue, Tarzana, California 91356	TRC Lobby Pepsi Can	37188	Drink
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Snack	19917	Snack
Valley Plaza Rec Center - 12240 Archwood St., North Hollywood, California 91606	VPRC Lobby Coke 20oz	22697	Drink
Valley Reg Headquarters - 6335 Woodley Avenue, Van Nuys, California 91406	VRH B/R Powerade	29921	Drink
West Region Headquarters - 2459 Motor Ave., Los Angeles, California 90064	WRH Out Maint Coke Can	12831	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Snack	36868	Snack
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Lobby Coke 20oz	36402	Drink
Westwood Rec Center - 1350 S. Sepulveda Blvd., Los Angeles, California 90025	WRC Outside Coke 20oz	36184	Drink
Whitsett Sports Center - 12460 Sherman Way, North Hollywood, California 91605	WSC Outside Gatorade	22682	Drink
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Snack	11254	Snack
Wilkinson Multipurpose Senior - 8956 Van Alden Ave., Northridge, California 91324	WMS Lobby Pepsi Can	30106	Drink
Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Coke Can	22607	Drink

Winnetka Rec Center - 8401 Winnetka Avenue, Winnetka, California 91306	WRC Lobby Gatorade	37567	Drink
Van Nuys / Sherman Oaks Tennis Courts-14201 Huston St, Sherman Oaks, CA 91423	Jofemar NeighborNosh Machine		Snack & Drink
Griffiths Park Shane's Inspiration Park-4730 Crystal Springs Dr, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
O'melveny Park-17300 Sesnon Blvd, Granada Hills CA 91344	Jofemar NeighborNosh Machine		Snack & Drink
Vermont Canyon Tennis-2715 N. Vermont Canyon Rd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Tregnan Golf Academy-4341 Griffith Park Blvd, Los Angeles CA 90027	Jofemar NeighborNosh Machine		Snack & Drink
Arts District Park-501 S. Hewitt St, Los Angeles CA 90013	Jofemar NeighborNosh Machine		Snack & Drink

Exhibit C  
of  
Concession Agreement

Proposal in Response to  
RFP No. CON-F24-002  
(to be submitted by Proposer)

**CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS**  
**Attn: Concessions Unit**  
**P.O. Box 86328**  
**Los Angeles, CA 90086-0610**

**REMITTANCE ADVICE FORM**  
**VENDING MACHINE CONCESSION**

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

CATEGORY	GROSS SALES	NO COMMISSION SALES			=	NET SALES	x	REVENUE SHARING RATE	=	AMOUNT DUE
		Less	SALES TAX	Less						
Sales: Food and Non-Alcoholic Beverages	\$ -		\$ -		\$ -	\$ -		%		#VALUE!
	\$ -		\$ -		\$ -	\$ -				\$ -
	\$ -		\$ -		\$ -	\$ -				\$ -

Utilities: \_\_\_\_\_

Late Rent Fee: All payments are due by the 15th calendar day of each month for the previous month.

\$ -

**SUB-TOTAL DUE:** \_\_\_\_\_ #VALUE!

Adjustments\*:

Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\$ -

\*NOTE: All adjustments and/or amortizations (allowance for rent reduction for any expenditure) must be approved in writing by the Department of Recreation and Parks. Invoices and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

**TOTAL AMOUNT DUE:** \_\_\_\_\_ #VALUE!

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

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

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

# **SAMPLE AGREEMENT EXHIBIT E—RAP**

## **VENDING MACHINE NUTRITION GUIDELINES**

RAP is committed to providing healthy options to park patrons. As a result, a minimum of twenty percent (20%) of vending machine products must adhere to the following “Healthier Choice” guidelines or “Healthiest Choice” guidelines:

### **“Healthier Choice” Snacks:**

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain at least 51% whole grains.
- No more than three hundred sixty milligrams (360 mg) of sodium per serving may be present in a snack item for adults; and no more than two hundred milligrams (200 mg) of sodium per serving may be present in a snack item for children.
- A single serving will not derive more than thirty-five percent (35%) of calories from total fat. This provision does not apply to the sale of nuts, nut butters or seeds.
- A single serving will not derive more than ten percent (10%) of the total calories from saturated fat.
- A single serving will not have more than thirty-five percent (35%) of the total weight composed of sugar. No more than ten (10) grams of sugar per serving for grain snacks. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

### **“Healthiest Choice” Snacks:**

- A snack item must contain two hundred fifty (250) calories or less per serving for adults and two hundred (200) calories or less per serving for children.
- Snack items with grains must contain 100% whole grains.
- No more than one hundred fifty milligrams (150 mg) of sodium may be present in a snack item.
- No added fat.
- No saturated fat.

- No added sugar for all food snacks except grains; no more than six (6) grams of sugar per serving of grains. This provision does not apply to the sale of fruits or vegetables.
- A snack item must contain zero grams (0 g) of trans fat.

“Healthier Choice” Beverages:

- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.
- Milk must be fat free or flavored one percent (1%) low-fat.
- Non-dairy milks fortified with calcium and vitamin D (almond, soy, etc.) with less than two hundred (200) calories per container with no added flavors.
- Plain water, plain carbonated water (seltzer or sparkling).
- Unsweetened coffee or tea.

“Healthiest Choice” Beverages:

- Must be sugar and caffeine free.
- Plain water, plain carbonated water (seltzer or sparkling).
- Fruit or vegetable-based drinks must be composed of no less than one hundred percent (100%) fruit or vegetable juice and not from concentrate with no added sweeteners and vegetable juices having no more than 23 milligrams of sodium.
- Milk must be unflavored fat free or one percent (1%) low-fat.
- Unsweetened coffee or tea.

**ALL HEALTHIER CHOICE AND HEALTHIEST CHOICE ITEMS are required to adhere to the CA Smart Snacks in School standards at all locations.**

Beverage container requirements:

- a. Must be of a non-plastic material;
- b. Must be of aluminum, fully compostable or of hybrid materials; and,
- c. Hybrid composition should consist of a 50:50 mix of a recyclable plant based material and recycled P.E.T. materials.

# **SAMPLE AGREEMENT EXHIBIT F—RAP**

## **VENDING MACHINE SPECIFICATIONS**

Vending machines shall:

1. Have a non-resettable electronic revenue-tracking system that records the gross amount of sales in dollars and cents;
2. At minimum, have the capability to accept cash (\$1.00 and \$5.00 bills), coins, and credit/debit card payments;
3. Have the capability to return change for money deposited;
4. Have the capability to refund any accepted payment, if so desired by patron;
5. Display a 3" X 5" sticker that states, **"This vending machine is operated as a concession for the City of Los Angeles Department of Recreation and Parks;"**
6. Prominently display a 3" X 5" sticker stating CONCESSIONAIRE's refund and/or return policy and CONCESSIONAIRE's contact information in order to facilitate refunds and/or returns;
7. Display healthy options such as water, juice, healthy activities, etc. on all exterior panels, excluding clear glass panels; subject to the approval of the General Manager, or designee;
8. Only sell approved food and beverage items. No other products shall be offered without the prior written approval of the General Manager;
9. Must be energy efficient and either be Energy Star certified or meet Energy Star criteria;
10. Machines must not be older than three years;

## SAMPLE AGREEMENT EXHIBIT G

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

EL \_\_\_\_\_

 Waiver of Subrogation in favor of City Longshore & Harbor Workers Jones Act**General Liability** \_\_\_\_\_ Products/Completed Operations Sexual Misconduct \_\_\_\_\_ Fire Legal Liability \_\_\_\_\_ \_\_\_\_\_**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_ All Risk Coverage Boiler and Machinery Flood \_\_\_\_\_ Builder's Risk Earthquake \_\_\_\_\_ \_\_\_\_\_**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** \_\_\_\_\_**Crime Insurance** \_\_\_\_\_**Other:** \_\_\_\_\_

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Form Gen. 87 (R. 4/09)

## City of Los Angeles

Orig. City Attorney m/s 140  
 Dup. Risk Manager m/s 625-24  
 Trip. Dept. Area Office or Division Head

## NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting  
 Recreation and Parks

**INSTRUCTIONS:** All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

## PART I - PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)			2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
			2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN		7. PHONE NUMBER

## PART II - ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

## PART III - WITNESSES

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
a.			
b.			
c.			
d.			

## 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. <input type="checkbox"/> P.M. <input type="checkbox"/>		
2 SUBJECT OF REPORT						
3 EXACT LOCATION OF OCCURRENCE						
4 DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY						
5				ESTIMATE OF DAMAGES		
6 LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)	QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE	DEPT. NO	SERIAL NO	APPROX. VALUE	
7				TOTAL \$0.00		
8 IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380	LOCATION				AMOUNT	
9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL \$0.00	
10 WHO DISCOVERED LOSS?	NAME	TITLE	DATE	TIME	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>	
11 HOW WAS ENTRANCE GAINED?						
12 WHO SECURED BLDG. PRIOR TO OCCURENCE?	NAME	TITLE	DATE	TIME	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>	
13 WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO	D.R. NUMBER					
14 HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO	WORK ORDER					
15 PERSONS INVOLVED <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT	NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
						<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
						<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
						<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16 IF VEHICLE INVOLVED	YEAR	MAKE	LICENSE NO	OWNERS NAME, ADDRESS AND INSURANCE CO		
17 GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY						
18 REPORT SUBMITTED BY:	NAME	TITLE	DATE			

**INSTRUCTIONS:** This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

**FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE**

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.



# GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for  
Food Service Institutions





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

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

---

**OLIVIER DE SCHUTTER**

Former U.N. Special Rapporteur on the Right to Food (2014)

# ACKNOWLEDGEMENTS

The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

## CONTRIBUTORS

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# WHY PROCUREMENT?

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Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

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

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

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

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



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

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

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

**Public institutions are community leaders – when they take a stand for their values, others follow.**



# GOOD FOOD PURCHASING PROGRAM® OVERVIEW

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

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

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

## PARTICIPATION COMMITMENTS

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

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

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

# GOOD FOOD VALUES

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

## LOCAL ECONOMIES

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

## ENVIRONMENTAL SUSTAINABILITY

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

## VALUED WORKFORCE

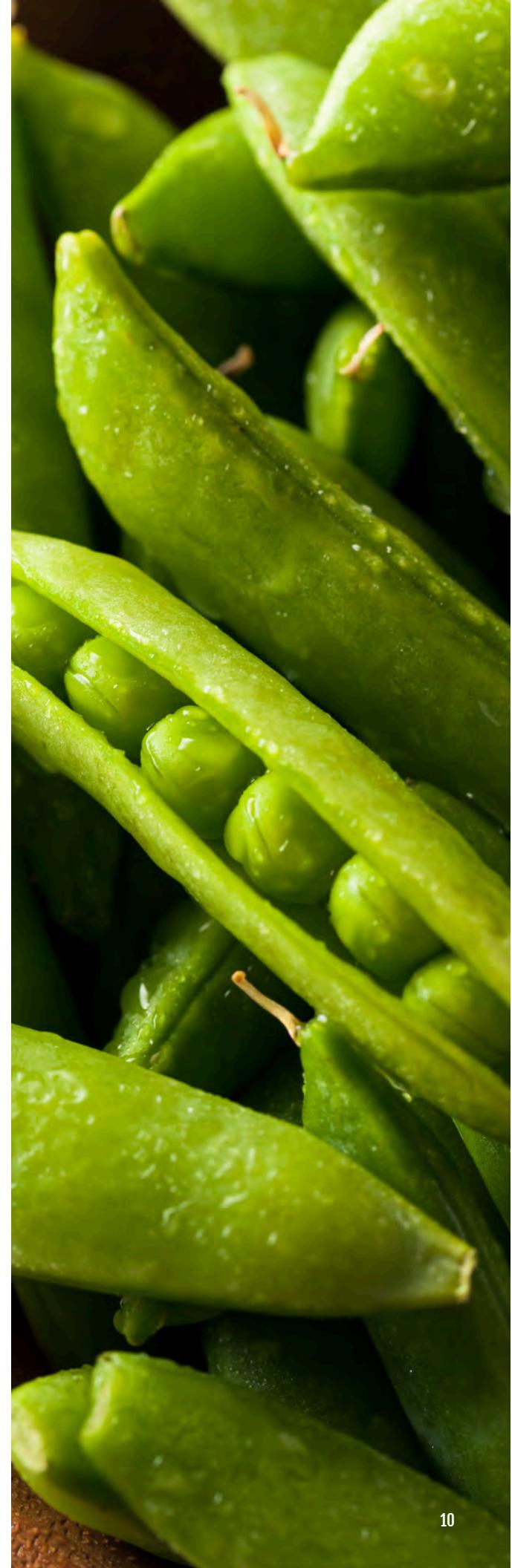
Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

## ANIMAL WELFARE

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

## NUTRITION

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





## GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

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The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

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

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

**“WE DIDN’T HAVE TO INVENT  
THE PROCESS FROM SCRATCH.  
WE COULD HAVE ASSISTANCE  
FROM A TRIED-AND-TRUE**

process, and at the same time, develop our own goals and processes that would reflect our values in our community.”

---

**EDWIN MARTY**

Food Policy Manager, City of Austin Office of Sustainability

# PHASE 1

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Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

## STEP 1: BASELINE ASSESSMENT

### **Conduct Good Food Purchasing Program Overview Briefing:**

- Introductory meeting with institution and the Center.

### **Notify Vendors & Begin Data Collection:**

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

### **Collect & Submit Data:**

- Vendors submit data to institution. Institution shares data with the Center for review.

### **Conduct Baseline Assessment:**

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

## STEP 2: GOAL SETTING

### **Discuss Baseline Assessment:**

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

### **Develop Action Plan:**

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

# PHASE 2

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

## STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

### **Make Purchasing Shifts to Meet Action Plan Milestones**

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

### **Collect Updated Purchasing Data from Vendors:**

- Institution collects purchasing data from vendors annually.

### **Track Progress & Award Star Rating:**

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.



## ANNUAL REPORTING REQUIREMENTS

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

## STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

### **Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts**

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

## STEP 5: CELEBRATE SUCCESS

### **Issue Verification Seal and Branded Materials (When Applicable)**

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

### **Publicly Recognize Leadership**

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.



## GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

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

## BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

## CERTIFICATION-BASED

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

## FLEXIBLE, TIERED POINT SYSTEM

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

## AGGREGATION OF POINTS AND STAR RATING

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

## INCREASED COMMITMENT OVER TIME

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

## GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

# SAMPLE SCORESHEET

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

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

**TOTAL:**

**17 POINTS**

**STAR RATING:** ★★★



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

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

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**JENNIFER LE BARRE**

Nutrition Services Director, Oakland Unified School District



# LOCAL ECONOMIES

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

# LOCAL ECONOMIES

## PURCHASING GOALS

### STRATEGIES

- INCREASE SPEND ON LOCAL FOOD

SOURCING TARGETS, BY YEAR

#### TARGET: YEAR 1

#### TARGET: YEAR 5

POINTS AWARDED

### LEVEL 1 BASELINE

#### Option 1: Increase Local Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources).

OR

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

#### Option 2: Submit Plan for Baseline

##### Achievement Within 1 Year

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.

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

### LEVEL 2

#### Increase Local Food Spend:

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources).

OR

10% of the total dollars spent annually on food products with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

### LEVEL 3

#### Increase Local Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).

#### Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).

1

#### Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).

2

#### Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).

3

# LOCAL ECONOMIES

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

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

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

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

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

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

### 1-3

DEPENDING ON  
RIGOR OF PROGRAM

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

Examples of qualifying initiatives:

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

### 1-3

DEPENDING ON  
RIGOR OF PROGRAM

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

Examples of qualifying initiatives:

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

<sup>1</sup> Food or monetary donations for charitable causes do not count.

# LOCAL ECONOMIES

## QUALIFYING CRITERIA

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

### LEVEL 1

#### Size

- Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture) <sup>3</sup> (>\$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (>\$50 million) <sup>4</sup>

AND

#### Ownership

- Family farm <sup>5</sup> or cooperatively owned (or owner-operated boats for seafood)

AND

#### Geographic Radius

- Within 250 miles <sup>6</sup>

### LEVEL 2

#### Size

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

AND

#### Ownership

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

AND

#### Geographic Radius

- Within 250 miles <sup>7</sup>

### LEVEL 3<sup>2</sup>

#### Size

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

AND

#### Ownership

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

AND

#### Geographic Radius

- Within 250 miles <sup>8</sup>

<sup>2</sup> For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:

- 100% credit if source farm meets Level 3 criteria.
- 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria.
- 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.

<sup>3</sup> United States Department of Agriculture (January 2015). "2012 Census of Agriculture: Farm Typology. [https://www.agcensus.usda.gov/Publications/2012/Online\\_Resources/Typology/typology13.pdf](https://www.agcensus.usda.gov/Publications/2012/Online_Resources/Typology/typology13.pdf).

<sup>4</sup> Size ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based off of internal analysis of suppliers and align with Real Food Challenge's definitions.

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

<sup>6</sup> Note: this radius is 500 miles for meat.

<sup>7</sup> Note: this radius is 500 miles for meat.

<sup>8</sup> Note: this radius is 500 miles for meat.



# ENVIRONMENTAL SUSTAINABILITY

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

# ENVIRONMENTAL SUSTAINABILITY PURCHASING GOALS

## STRATEGIES

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

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

## LEVEL 1 BASELINE

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

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

OR

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

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

a) Reduce carbon footprint<sup>9</sup> and water footprint<sup>10</sup> of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years;<sup>11, 12</sup>

AND

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

#### **Option 3: Submit Plan for Baseline Achievement**

##### **Within 1 Year:**

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.

### ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

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

<sup>9</sup> See next page for conversion factors for carbon footprint.

<sup>10</sup> See next page for conversion factors for water footprint.

<sup>11</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>12</sup> Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.

<sup>13</sup> Qualifying food resource recovery strategies will be determined based on adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.

<sup>14</sup> An institution may choose to conduct waste audit at a select number of sample sites.

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

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

**1**

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

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

AND

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

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS, CONT.

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

SOURCING TARGETS, BY YEAR

**TARGET: YEAR 1****TARGET: YEAR 5****LEVEL 1  
BASELINE****ADDITIONAL LEVEL 1 REQUIREMENTS**

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

At least 25% of animal products<sup>15</sup> are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.<sup>16,17</sup>

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

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

At least 50% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.<sup>18</sup>

**CONVERSION FACTORS FOR CARBON FOOTPRINT:**

Food Product	lb CO <sub>2</sub> /lb edible
Beef	26.5
Cheese	9.8
Pork	6.9
Poultry	5.1
Fish	3.8
Other Dairy + Eggs	3.3

**Source:** Heller, M. C. and Keoleian, G. A. (2015), Greenhouse Gas Emission Estimates of U.S. Dietary Choices and Food Loss. *Journal of Industrial Ecology*, 19: 391-401.

**CONVERSION FACTORS FOR WATER FOOTPRINT:**

Food Product	Blue + Green gallons/lb edible
Beef	1,590
Pork	475
Cheese	382
Poultry	230
Other Dairy + Eggs	139
Fish	Pending

**Source:** Mekonnen, M.M. and Hoekstra, A.Y. (2012) A global assessment of the water footprint of farm animal products. *Ecosystems*, 15(3): 401-415.

<sup>15</sup> Animal product refers to any products derived from an animal, including meat, poultry, eggs and dairy.

<sup>16</sup> In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.

<sup>17</sup> Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

<sup>18</sup> See footnote 16 for definition.

## STRATEGIES

# ENVIRONMENTAL SUSTAINABILITY PURCHASING GOALS, CONT.

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

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

#### LEVEL 2

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

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

OR

10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying sources).

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

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years;<sup>19</sup>

AND

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

### LEVEL 2 ADDITIONAL REQUIREMENTS

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

At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>22,23</sup>

### TARGET: YEAR 5

POINTS AWARDED

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

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

**2**

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

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

AND

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

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>24</sup>

<sup>19</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>20</sup> Qualifying food resource recovery strategies will be determined based adherence to [EPA's Food Recovery Hierarchy](#). See Appendix B for menu of options.

<sup>21</sup> An institution may choose to conduct waste audit at a select number of sample sites.

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

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

<sup>24</sup> Refer to footnote 22 for definition.

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS, CONT.

### STRATEGIES

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

#### SOURCING TARGETS, BY YEAR

#### TARGET: YEAR 1

#### TARGET: YEAR 5

#### POINTS AWARDED

### LEVEL 3

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria);

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;<sup>25</sup>

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies<sup>26</sup> that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).<sup>27</sup>

25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation;

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year;

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.

**3**

### LEVEL 3 ADDITIONAL REQUIREMENTS

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>28, 29</sup>

All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>30</sup>

<sup>25</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>26</sup> Qualifying food resource recovery strategies will be determined based on adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.

<sup>27</sup> An institution may choose to conduct waste audit at a select number of sample sites.

<sup>28</sup> Refer to footnote 22.

<sup>29</sup> Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

<sup>30</sup> Refer to footnote 22.

# ENVIRONMENTAL SUSTAINABILITY

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

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- 1** Institution participates in “Meatless Mondays” campaign or any equivalent meatless day program.
- 1** 100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
- 1** No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

# ENVIRONMENTAL SUSTAINABILITY

## QUALIFYING CRITERIA

### LEVEL 1

#### FRUITS & VEGETABLES

- Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or
- Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.

#### MILK & DAIRY

- AGA Grassfed

#### POULTRY

- Animal Welfare Approved; or
- Food Alliance Certified

### LEVEL 3

- USDA Organic; or
- Demeter Certified Biodynamic; or
- Produce grown in a farm or garden at the institution using organic practices

#### EGGS

- Certified Humane Raised and Handled

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

#### MEAT

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified; or
- Grasslands Alliance Standard

- USDA Organic

#### FISH (WILD)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide

- Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification

#### FISH (FARM-RAISED)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide <sup>31</sup>

#### GRAINS

- Pesticide-free

- Food Alliance Certified

- USDA Organic; or
- Demeter Certified Biodynamic

#### THIRD-PARTY CERTIFICATIONS





# VALUED WORKFORCE

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Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

# VALUED WORKFORCE PURCHASING GOALS

## STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

## LEVEL 1 BASELINE

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources).

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.

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

1

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).

2

## LEVEL 2

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources).

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources).

2

## LEVEL 3

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources).

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources).

3

# VALUED WORKFORCE

## PURCHASING GOALS, CONT.

### STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

**TARGET: YEAR 1**

**TARGET: YEAR 5**

POINTS AWARDED

### DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS

#### **Submit Labor Law Compliance**

#### **Documentation and Take Requested**

#### **Follow Up Steps with Suppliers**

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers<sup>32</sup> comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

- (1) Freedom of association and the right to collective bargaining.
- (2) Elimination of all forms of forced or compulsory labor.
- (3) Abolition of child labor.
- (4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

#### **Submit Labor Law Compliance**

#### **Documentation and Take Requested**

#### **Follow Up Steps with Suppliers**

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

<sup>32</sup> Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor's supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.

# VALUED WORKFORCE

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 2** Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.
- 1** Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages.
- 1** Institution’s food service contractor meets Level 3 Valued Workforce criteria.
- 2** An institution or vendor has a Labor Peace policy or agreement

# VALUED WORKFORCE

## QUALIFYING CRITERIA

### LEVEL 1

#### **Vendor and Suppliers**

Have a social responsibility policy, which includes:

- (1) union or non-poverty wages;
- (2) respect for freedom of association and collective bargaining;
- (3) safe and healthy working conditions;
- (4) proactive policy on preventing sexual harassment and assault;
- (5) prohibition of child labor, as defined by the International Labour Organization (ILO)<sup>35</sup> and at least one additional employment benefit such as:
- (6) employer-paid health insurance
- (7) paid sick days;
- (8) profit-sharing with all employees;

OR

#### **Vendor and Suppliers**

Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

- Are certified by Fair for Life; or
- Are certified by Fairtrade America (Fairtrade International FLO); or
- Are certified by Fairtrade USA

### LEVEL 2

#### **Vendor and Supplier**

- Are Food Justice-Certified by the Agricultural Justice Project; or
- Are certified by the Equitable Food Initiative

### LEVEL 3<sup>33, 34</sup>

#### **Vendor and Supplier**

- Have a union contract with their employees<sup>36</sup>; or
- Are a worker cooperative<sup>37</sup>

### THIRD-PARTY CERTIFICATIONS



Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- **Use of slave or forced labor;**
- **Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;**
- **Use of child labor<sup>38</sup>**

<sup>33</sup> Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 3 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:

- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meets Level 3 criteria.

<sup>34</sup> Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and charts progress toward a living wage; safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement, and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced no-retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers; and a focus on enforcement, with binding legal agreements that ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.

<sup>35</sup> <http://ilo.org/pec/facts/lang-en/index.htm>.

<sup>36</sup> Unions cannot be controlled or backed by government or the employer.

<sup>37</sup> As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the **Cooperative Principles and Values**. The two central characteristics of worker cooperatives are: (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

<sup>38</sup> Federal and/or state law defines child labor for the supplier's industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the ILO standard.



# ANIMAL WELFARE

---

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

# ANIMAL WELFARE

## PURCHASING GOALS

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

#### LEVEL 1 BASELINE

#### Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria).

OR

5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 15% of the total volume of animal products purchased with plant-based protein.

### TARGET: YEAR 5

#### POINTS AWARDED

1

#### Option 1: Increase High Animal Welfare Food Spend

25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 25% of the total volume of animal products purchased with plant-based protein.

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

#### LEVEL 2

#### Option 1: Increase High Animal Welfare Food Spend

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

OR

10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 25% of the total volume of animal products purchased with plant-based protein.

#### Option 1: Increase High Animal Welfare Food Spend

35% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

2

#### Option 2: Reduce Total Volume of Animal Products Purchased

Replace 35% of the total volume of animal products purchased with plant-based protein.

# ANIMAL WELFARE

## PURCHASING GOALS, CONT.

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### LEVEL 3

#### **Option 1: Increase High Animal Welfare Food Spend**

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

#### **Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 35% of the total *volume* of animal products purchased with plant-based protein.

### TARGET: YEAR 5

#### **Option 1: Increase High Animal Welfare Food Spend**

45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

#### **Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 40% of the total *volume* of animal products purchased with plant-based protein.

POINTS AWARDED

**3**

# ANIMAL WELFARE

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

---

- 2** Institution encourages plant-based diets by offering only vegan options.
- 1** Institution encourages plant-based diets by offering only vegetarian options.
- 1** 50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).

# ANIMAL WELFARE

## QUALIFYING CRITERIA

### LEVEL 1

#### DAIRY

- Certified Humane; or
- USDA Organic<sup>39</sup>

### LEVEL 2

#### EGGS<sup>40</sup>

- Certified Humane Cage Free; or
- GAP Step 1, 2; or
- USDA Organic<sup>41</sup>

- PCO 100% Grassfed

#### POULTRY

- Certified Humane; or
- GAP<sup>43</sup> Step 2, 3; or
- USDA Organic<sup>44</sup>

- Certified Humane Free Range<sup>45</sup>

### LEVEL 3

- Animal Welfare Approved

- Animal Welfare Approved; or
- Certified Humane Pasture Raised; or
- GAP Step 4, 5, 5+

#### BEEF

- Approved American Grassfed Association Producer; or
- Certified Humane; or
- GAP Step 1,2; or
- USDA Organic<sup>46</sup>

- PCO 100% Grassfed

- Animal Welfare Approved; or
- Certified Grassfed by A Greener World; or
- GAP Step 4, 5, 5+

#### PORK

- Certified Humane; or
- GAP Step 1, 2; or
- USDA Organic<sup>47</sup>

- Gap Step 3

- Animal Welfare Approved; or
- GAP Step 4, 5, 5+

#### FISH<sup>48</sup>

#### THIRD-PARTY CERTIFICATIONS



<sup>39</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>40</sup> AHA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.

<sup>41</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>42</sup> Because American Humane Certified does not have a set of "Core Criteria" that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.

<sup>43</sup> GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.

<sup>44</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>45</sup> Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.

<sup>46</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>47</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>48</sup> Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.



# NUTRITION

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

# NUTRITION

## PURCHASING GOALS

POINTS AWARDED

HIGH PRIORITY

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

2

CHECKS

Items with High Priority designation are worth two checks per item met

### HEALTHY PROCUREMENT

- Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.<sup>49</sup>
- If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.<sup>50,51</sup>
- Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.<sup>52</sup>
- All individual food items contain  $\leq 480$  mg sodium per serving.<sup>53</sup> Purchase "low sodium" ( $\leq 140$  mg sodium per serving) whenever possible.
- Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

### HEALTHY FOOD SERVICE ENVIRONMENT

- Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.<sup>54</sup>
- Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- Offer plant-based main dishes at each meal service.<sup>55</sup>

### HEALTH EQUITY

- Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.<sup>56</sup> Examples of qualifying initiatives:
  - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer's market located in a low-income census tract that accepts EBT.

<sup>49</sup> See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

<sup>50</sup> Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

<sup>51</sup> One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the [USDA Food Patterns: Healthy U.S.-Style Eating Pattern](#) for more information.

<sup>52</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

<sup>53</sup> **Sodium Standards for Purchased Food:**

- Canned and frozen seafood:  $\leq 290$  mg sodium per serving;
- Canned and frozen poultry:  $\leq 290$  mg sodium per serving;
- Sliced sandwich bread:  $\leq 180$  mg sodium per serving;
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas):  $\leq 290$  mg sodium per serving;
- Cereal:  $\leq 215$  mg sodium per serving;
- Canned or frozen vegetables:  $\leq 290$  mg sodium per serving;
- Recommend "reduced" sodium (per FDA definition) sauce and other condiments;
- Recommend purchasing cheese:  $\leq 215$  mg sodium per serving.

<sup>54</sup> Health Care Without Harm "Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

<sup>55</sup> To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

<sup>56</sup> Food or monetary donations for charitable causes do not count.

# NUTRITION

## PURCHASING GOALS

### STRATEGIES

### PRIORITY

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

1

### CHECK

Items with Priority designation are worth one check per item met

#### HEALTHY PROCUREMENT

- All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.<sup>57</sup>
- If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).<sup>58</sup>
- All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- At least 50% of grain products purchased are whole grain rich.<sup>59</sup>
- Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.<sup>60</sup> Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

#### HEALTHY FOOD PREPARATION

- Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming).

#### HEALTHY FOOD SERVICE ENVIRONMENT

- If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative<sup>61</sup> AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.
- Adopt one or more product placement strategies such as:
  - Prominently feature fruit and/or non-fried vegetables in high-visibility locations.
  - Display healthy beverages in eye level sections of beverage cases (if applicable).
  - Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).
- Healthy food and beverage items are priced competitively with non-healthy alternatives.
- Adopt one or more marketing/promotion/signage strategies, such as:
  - Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

<sup>57</sup> Low Sodium is 140 mg or less per RACC.

<sup>58</sup> Fat-Free is 0.5g or less per RACC; Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food; Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).

<sup>59</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.

<sup>60</sup> Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).

<sup>61</sup> A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

# NUTRITION

## EXTRA POINTS & SCORING TARGETS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

#### 1 MENU LABELING

Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.

#### 1 PORTION CONTROL

Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).<sup>62</sup>

#### 1 CULTURALLY APPROPRIATE MENUS

Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.

#### 1 NUTRITION & FOOD SYSTEMS EDUCATION

For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:

- Interactive/educational garden program
- District-wide required nutrition curriculum
- Farm/processing site visits to regional producers

#### 1 WORKSITE WELLNESS

Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.

#### 1 HEALTHY VENDING

Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.<sup>63</sup>

#### PERCENTAGE OF CHECKLIST ITEMS MET

#### SCORING TARGET

#### POINTS AWARDED

51 - 64.9%

LEVEL 1

**1**

65 - 79.9%

LEVEL 2

**2**

80 - 100%

LEVEL 3

**3**

UP TO **6** EXTRA POINTS

<sup>62</sup> Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.

<sup>63</sup> Food Service Guidelines for Federal Facilities:

[https://www.cdc.gov/obesity/downloads/guidelines\\_for\\_federal\\_concessions\\_and\\_vending\\_operations.pdf](https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf), pages 13-14.



## APPENDICES

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# APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [\$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

**RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable.** We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

**Local Economies:** support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

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

**Valued Workforce:** Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

**Animal Welfare:** Source from producers that provide healthy and humane conditions for farm animals.

**Nutrition:** Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

# APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

**RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:**

- (1)** Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
- (2)** Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
- (3)** Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
- (4)** Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

**RESOLVED, that [Institution] commits to the following reporting requirements:**

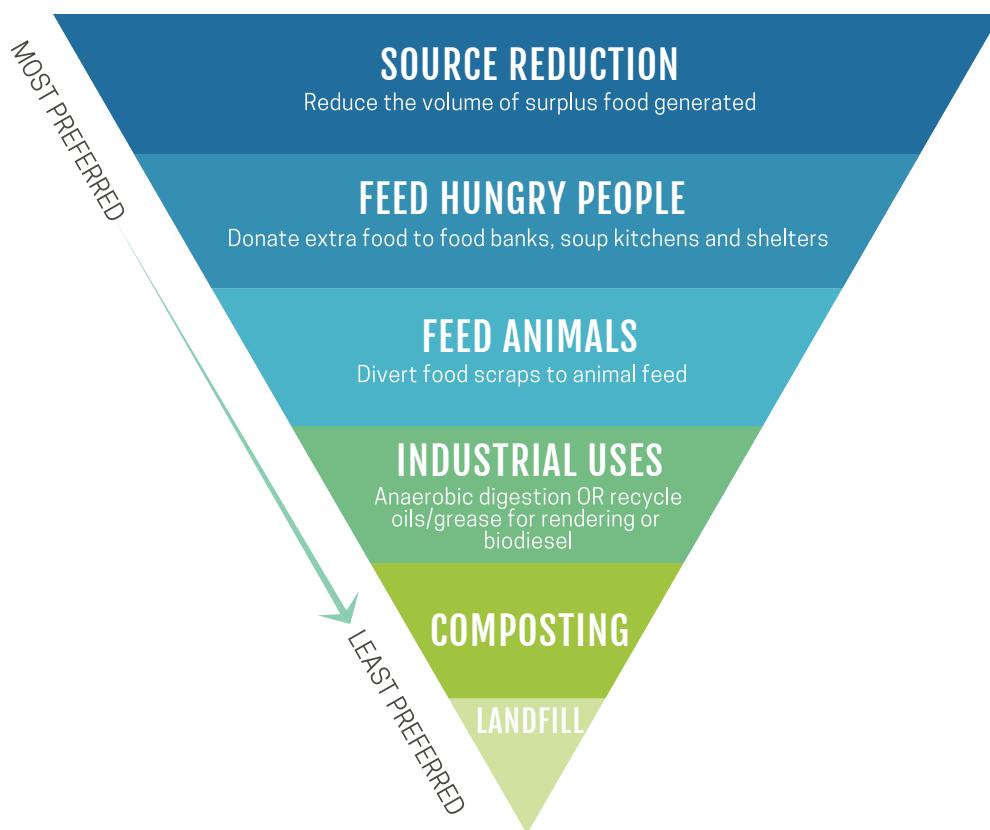
- (1)** Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
- (2)** Submit Baseline Nutrition Assessment.
- (3)** Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
  1. Product name;
  2. Unit type purchased (e.g. cases, bunches, packs);
  3. Number of units purchased;
  4. Volume per unit (e.g. ounces, lbs);
  5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
  6. Amount spent by institution for each product, to include:
    - a. Price per unit;
    - b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.
- (4)** Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- (5)** Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
- (6)** Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

# APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD



The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
  - Feed Animals – divert food scraps to animal feed
  - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
  - Composting



According to the EPA, “each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy.”

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA’s Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

# APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

## SOURCE REDUCTION<sup>64</sup>

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste <sup>65</sup>
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- "Offer vs serve"
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don't get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

## RECOVERY<sup>66</sup> FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

## RECYCLING FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

<sup>64</sup> This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at <https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant>

<sup>65</sup> LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste. <http://www.leanpath.com>

<sup>66</sup> From Food Bus: <http://foodbus.org/toolkit/>

# APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

PROCESSING CATEGORY	DEFINITION	EXAMPLES
<b>UNPROCESSED AND MINIMALLY PROCESSED FOODS AND BEVERAGES</b>	<p><b>Unprocessed and minimally processed foods and beverages</b> include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.<sup>68, 69, 70, 71, 72</sup></p>	Examples include, but are not limited to fresh, chilled, frozen, vacuum- packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water. <sup>73</sup>
<b>MODERATELY PROCESSED FOODS AND BEVERAGES</b>	<p><b>Moderately processed foods and beverages</b> are simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients.<sup>74, 75, 76, 77</sup> Additives are sometimes added to foods in this group.<sup>78</sup></p>	Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.

<sup>67</sup> Courtesy of San Diego County Department of Public Health

<sup>68</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1-3, 28-38.

<sup>69</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>70</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubabarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>71</sup> Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition*. doi:10.3945/ajcn.114.100925

<sup>72</sup> Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

<sup>73</sup> Monteiro, C.A., Levy, R.B., Claro, R.M., Castro, I.R.R.D., & Cannon, G. (2010). A new classification of foods based on the extent and purpose of their processing. *Cadernos de saude publica*, 26(11), 2039-2049.

<sup>74</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1-3, 28-38.

<sup>75</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>76</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubabarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>77</sup> Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition*. doi:10.3945/ajcn.114.100925

<sup>78</sup> Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leavening agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.

# APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

## PROCESSING CATEGORY

### ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS

## DEFINITION

**Ultra-processed food and beverage products** are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensorial qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products.<sup>79, 80, 81, 82</sup>

## CULINARY INGREDIENTS

**Culinary ingredients** are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages.<sup>83, 84, 85, 86</sup>

## FRESHLY PREPARED FOODS AND BEVERAGES

**Freshly prepared foods and beverages** are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients.<sup>87</sup>

## EXAMPLES

Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.

Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.

Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.

<sup>79</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1–3, 28–38.

<sup>80</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>81</sup> Monteiro C.A., Cannon G., Levy RB, Claro RM, Moubarek J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>82</sup> Ultra-processed products may include an assortment of additives or ingredients not typically found in unprocessed/minimally processed and moderately processed foods or culinary ingredients. Examples of substances only found in ultra-processed products include some directly extracted from foods, such as casein, lactose, whey, and gluten, and some derived from further processing of food constituents, such as hydrogenated or interesterified oils, hydrolyzed proteins, soy protein isolate, maltodextrin, invert sugar and high fructose corn syrup.

<sup>83</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1–3, 28–38.

<sup>84</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>85</sup> Monteiro C.A., Cannon G., Levy RB, Claro RM, Moubarek J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>86</sup> Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, curing and pickling agents, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

<sup>87</sup> Nutrient Profile Model. (2016). Pan American Health Organization.



187718  
**ORDINANCE NO. \_\_\_\_\_**

An ordinance adding a new Article 27 to Chapter 1, Division 10 of the Los Angeles Administrative Code relative to the reduction of single-use plastics, including reusable alternatives, zero-waste events, facilities, and related matters.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section. 1. A new Article 27 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

**CHAPTER 1, ARTICLE 27**

**ZERO WASTE CITY FACILITIES AND EVENTS ON CITY PROPERTY**

**Sec. 10.53. Legislative Findings and Purpose.**

**A. Findings.** The City Council hereby finds and declares as follows:

1. The City of Los Angeles recognizes that, as a city government, it is a large consumer of goods and producer of waste, including its consumption of food or beverages and related Foodware and Foodware Accessories. The City holds a proprietary interest in its own activities and in activities of those using or operating in City facilities or on City Property, including lessees and permittees. Furthermore, the City recognizes the ways that these activities taking place in City facilities or on City Property can positively or negatively affect the environment.

**B. Purpose.** This article is adopted to accomplish the following purposes:

1. The City shall adopt zero waste policies by specifying ways for eliminating the use of Single-use plastics, including banning Expanded Polystyrene Foodware products and Single-use or Disposable containers at City facilities or events on City Property. Food and beverage providers operating on City Property can and should be required to supply reusable containers and shall permit customers to use their own reusable Foodware or Foodware Accessories. The City can effectuate positive environmental change in its proprietary capacity in additional ways by reducing food waste through rescue or recovery of Surplus Edible Food, participating in use of blue bins for recyclables, and using green bins for food waste and food-contaminated paper Foodware.

2. The City shall promote its zero waste policies by requiring mandatory provisions in contracts associated with use of or operations in City facilities or on City Property by Food or Beverage Providers.

### **Sec. 10.53.1. Definitions.**

The following definitions shall apply throughout this article:

- A.     **“City”** means the City of Los Angeles.
- B.     **“Contract”** means any agreement, franchise, lease, application, permit, or concession related to use, occupancy, or operation in any City Facility or on City Property as a Food or Beverage Provider.
- C.     **“Contractor”** means any Person with a Contract as defined in this article.
- D.     **“City Event”** means any event hosted or organized by the City, or any of its officers, offices, or departments, that takes place in a City Facility or on City Property.
- E.     **“City Facility”** means all structures owned, operated, controlled, or maintained by the City.
- F.     **“City Property”** means all real property owned, operated, controlled, or maintained by the City.
- G.     **“Community Event”** means an event as defined by the California Retail Food Code Section 113755 or any successor section.
- H.     **“Designated Administrative Agency”** or **“DAA”** means the Department of Public Works, Bureau of Sanitation.
- I.     **“Disposable”** means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- J.     **“Expanded Polystyrene”** or **“EPS”** means molded Expanded Polystyrene, a rigid closed cell foam plastic labeled as “#6” plastic or resin. EPS also is referred to as “foam” and “Styrofoam”™.
- K.     **“Food or Beverage Provider”** means a Contractor that sells or otherwise provides food or beverages for consumption on or off its premises, and includes, but is not limited to, a shop, sales outlet, restaurant, bar, pub, coffee shop, coffee stand, juice and/or smoothie bar, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, farmers market, theater, mobile food truck, roadside stand, kiosks, carts, concession stand, vending machine operator, or a Vendor (as defined in Section 42.13 of the

Los Angeles Municipal Code or any successor provision) or any organization, group, or individual that provides food or beverages.

L. **“Food Rescue Organization”** means any Person that performs food recovery services by collecting edible food that would otherwise go to waste and redistributing it consistent with applicable laws and regulations.

M. **“Food Scraps”** means solid waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food Scraps include, but are not limited to, excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food Scraps do not include liquids or large amounts of fat, oils, or grease and meats which are collected for rendering, fuel production, or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly, and is accepted for donation by a charitable organization, or any food collected to feed animals in compliance with applicable regulations.

N. **“Foodware”** means plates, bowls, cups, serving dishes, containers, or any other item in which a food or beverage product is served.

O. **“Foodware Accessory”** means any item that accompanies a food or beverage served in Foodware, including, but not limited to, items defined in Section 196.01 of the Los Angeles Municipal Code (LAMC) or any successor provision: Utensils, Condiment Packets, Disposable Plastic Drinking Straws and all other Disposable drinking straws, stirrers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup or bowl lids, cup sleeves, and beverage trays.

P. **“Person”** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Q. **“Pre-Consumer Food Scraps”** means Food Scraps from the preparation of food or beverages.

R. **“Prepackaged Meals/Food Items”** means food or beverages that are prepackaged in Foodware.

S. **“Post-Consumer Food Scraps”** means Food Scraps remaining following consumer consumption of prepared food or beverages, including, but not limited to, remnants on or in Foodware.

T. **“Rules and Procedures”** means the rules and procedures relating to zero waste policies promulgated by the DAA for waste prevention at City Facilities and events held on City Property to promote source reduction and reuse and/or recycling, and mandate requirements for executing Contracts under this article.

U. **“Single-use”** means Disposable.

V. **“Surplus Edible Food”** means food that is edible and intended for people to eat, including food not sold because of appearance, age, freshness, grade, size, and includes, but is not limited to, prepared foods, packaged foods, or produce.

**Sec. 10.53.2. Mandatory Provisions Pertaining to City Facilities and City Events on City Property.**

A. Notwithstanding any other provision of this Code or the LAMC to the contrary, every Contract shall include provisions obligating the Contractor to comply with the City's zero waste policies.

1. Mandatory provisions shall include:

(a) **Donation of Surplus Edible Food to a Food Rescue Organization.** The Contractor must make advance arrangements with a Food Rescue Organization and donate to a Food Rescue Organization any Surplus Edible Food that will not be stored for later sale, or that will not be given to the Contractor's employees or volunteers, whether for off-site or on-site (dine-in) consumption. Depending on the regularity of the production of Surplus Edible Food, the Contractor shall make arrangements with the Contractor-selected Food Rescue Organization at the appropriate frequency, as determined by the Contractor for donations of Surplus Edible Food. Donation of Surplus Edible Food shall be consistent with applicable laws and regulations, including an exception for Community Events. The Contractor may not dispose of Surplus Edible Food, except as prohibited by applicable law or regulation.

(b) **Recycling of Food Scraps.** Contractors must deposit Pre-Consumer Food Scraps and Post-Consumer Food Scraps into designated collection bins as provided by the City. The Rules and Procedures shall identify acceptable Pre-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, all Food Scraps, including raw and cooked meat and bones. The Rules and Procedures shall identify acceptable Post-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, bread, coffee grounds, dairy, fish, fruit, meat, vegetables, all-paper tea bags, and food

or beverage contaminated paper products. Contractors who deposit disallowed items in any designated collection bins shall be subject to a liquidated damage for contamination of \$50 for each collection bin contaminated by the Contractor. This contamination liquidated damage may be deducted from any deposit as permitted under applicable law, or as invoiced by the City. Contractors are encouraged to utilize all portions of foods that they prepare, such as vegetable and fruit foliage, stems, and peels, rather than disposing these items.

(c) **Meal Portion Sizes.** Contractors shall offer half portions, child portions, and a la carte options and avoid garnishes that are not commonly eaten.

(d) **No Disposable Foodware.**

(1) Contractor shall not provide Disposable Foodware for dine-in meal service or catered service. Contractors may permit purchase by customers of reusable, to-go Foodware (i.e., through a vending machine or other similar food container system).

(2) Contractor shall use only recyclable or compostable Foodware for to-go service. Recyclability and/or compostability shall be determined as specified in the Rules and Procedures.

(3) For all meal service, Contractors shall dispense or serve beverages in reusable or recyclable cups, or in recyclable bottles or cans made of glass, metal, or recyclable plastic. When practicable and in the discretion of the Contractor, the Contractor may dispense beverages in their original bottles and cans.

(4) Contractors shall allow customers to provide their own reusable and clean Foodware.

(5) Contractors shall not provide water in plastic bottles or in Disposable cups. Contractors shall provide hydration or bottle refill stations.

(e) **No Disposable Foodware Accessories.** Contractor shall not provide Disposable Foodware Accessories, except as otherwise provided in this article.

(1) Contractors shall serve any Condiments in dispensers, such as manual or electric pump dispensers or their equivalent.

(2) For dine-in meal service or catered service, Contractors shall use only reusable (i.e., washable and cleanable) napkins and tablecloths. Contractors shall not provide Disposable napkins or tablecloths at dine-in meal service or catered service.

(3) Contractors may provide Disposable napkins for take-out, but any Disposable paper napkins shall be unbleached and contain a minimum of 30% post-consumer recycled content. The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(f) **No EPS.** Contractors shall not use EPS Foodware or EPS products of any kind.

(g) **Incentives to Customers of Dine-in Service.** Contractors who provide dine-in service shall provide incentives to customers for dine-in or on-site food consumption by allowing reusable Foodware and Foodware Accessories. Contractors shall offer a discount to customers who provide their own reusable Foodware for beverages or for food. Contractors shall inform customers of any such discounts consistent with the Rules and Procedures.

(h) **Recycling Program Participation.** Contractors must offer a recycling collection program (i.e., recycling bins and foodwaste bins) identical to the City's curbside residential and City facilities recycling programs, as specified in the Rules and Procedures.

(i) **Restroom Supplies.** Contractors shall equip any restrooms accessible to customers with electric hand dryers, to the extent feasible, and by no later than January 1, 2025. If the City provides composting or other processing of used restroom paper towels, then in any restrooms accessible to customers of Contractors, Contractors shall collect and separate used paper towels from other restroom sanitary waste for depositing into designated collection bins, or deliver the used paper towels to designated sites, for composting consistent with the Rules and Procedures. In any restrooms accessible to customers, Contractors shall provide hand soap in refillable containers.

(j) **Signage by DAA.** The Rules and Procedures shall include sample language Contractors can use to explain the rationale for various waste prevention measures for use on signs, menus, and other communications mechanisms, as determined by the Contractor. The

Rules and Procedures will specify how and where Contractors must display information or signage about zero waste measures.

**(k) Composition of Paper Requirements for Informational Literature.** Contractors who distribute informational literature (i.e., brochures, flyers) printed on paper, including, but not limited to, Community Events or catered events, shall use recyclable paper that contains a minimum of 30% postconsumer recycled content and shall include text on the printed paper that refers to the percentage of postconsumer content, such as "Printed on paper that contains 30% postconsumer recycled content" or "Contains 30% postconsumer recycled content." The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

**(l) Requirements for Composition of Promotional Items.**

**(1)** Contractors may only provide promotional items that are functional, including, but not limited to, rulers, plate scrapers, pencil sharpeners, or reusable shopping bags.

**(2)** Contractors shall not provide any promotional items made of plastic or any synthetic fabric.

**(m) No Disposable Plastic Carry-out Bags for Certain Establishments.** Contractors who are not "stores" as defined by California Public Resources Code Section 42280 or any successor provision shall not provide to customers plastic bags, or bags that are made wholly or partially of synthetic fabrics, including recycled PET plastic. Contractors may provide or sell to customers Disposable paper bags and/or reusable cloth bags.

**B.** All Contractors who enter into Contracts with the City shall include mandatory provisions specified in the Rules and Procedures in all subcontracts awarded for work to be performed under the Contract with the City.

**C.** Failure of the Contractor to comply with the requirements of this article shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, the termination of the Contractor's Contract with the City.

**D.** Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

**Sec. 10.53.3. Administration.**

The DAA shall administer the requirements of this article. The DAA shall promulgate Rules and Procedures consistent with this article for the implementation of the provisions of this article.

**Sec. 10.53.4. Application of this Article.**

The provisions of this article shall apply to all Contracts and amendments to Contracts entered on or after January 1, 2023, or after the effective date of this article, whichever is later.

**Sec. 10.53.5. Severability.**

If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any Person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 

ADENA HOPENSTAND  
Deputy City Attorney

Date 12/7/22

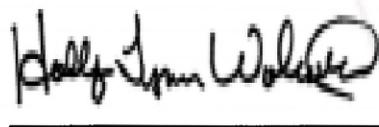
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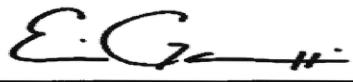
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The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed December 6, 2022

Approved 12/10/2022

Posted Date: 12/14/2022  
Ordinance Effective Date: 01/23/2023

# RFP EXHIBIT I

Form Gen. 146 (Rev. 6/12)

## 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

#### — Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### — General Liability \_\_\_\_\_

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

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

#### — Professional Liability (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

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

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### — Surety Bonds - Performance and Payment (Labor and Materials) Bonds \_\_\_\_\_

#### — Crime Insurance \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GOOD FOOD PURCHASING PROGRAM

Purchasing Standards for  
Food Service Institutions



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

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

---

**OLIVIER DE SCHUTTER**

Former U.N. Special Rapporteur on the Right to Food (2014)

# ACKNOWLEDGEMENTS

The Good Food Purchasing Standards for Food Service Institutions were made possible by the generous contributions of many individuals. The Center for Good Food Purchasing is grateful for the expertise and guidance of the following contributors and reviewers who participated in the update process for the Good Food Purchasing Standards, Version 2.0.

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The Center for Good Food Purchasing was fortunate to receive invaluable input on our Good Food Purchasing Standards, Version 2.0 from the following individuals:

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# WHY PROCUREMENT?

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Every year, institutions across the United States - from school districts to city governments - spend billions of dollars on food purchases.

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

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

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

The Good Food Purchasing Program provides institutions with the framework and tools to help facilitate values-based purchasing and build a more equitable and sustainable food system.



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

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

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

**Public institutions are community leaders – when they take a stand for their values, others follow.**



# GOOD FOOD PURCHASING PROGRAM® OVERVIEW

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

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

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

## PARTICIPATION COMMITMENTS

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

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

The Center issues a Good Food Provider verification seal to participating institutions that meet baseline requirements across the five value categories.

# GOOD FOOD VALUES

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

## LOCAL ECONOMIES

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

## ENVIRONMENTAL SUSTAINABILITY

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

## VALUED WORKFORCE

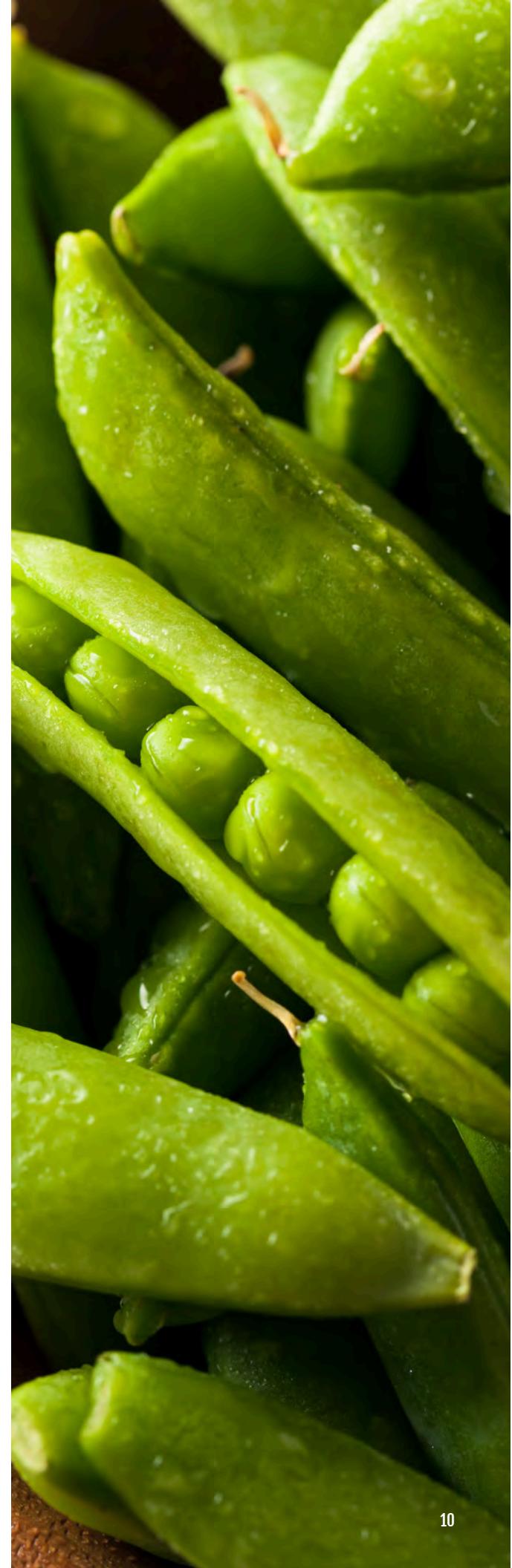
Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

## ANIMAL WELFARE

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

## NUTRITION

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





# GOOD FOOD PURCHASING PROGRAM® PARTICIPATION: PHASES & KEY STEPS

---

The Center for Good Food Purchasing provides planning, implementation and evaluation support for institutions involved with the Good Food Purchasing Program. The Center works with institutions at every step of a two-phase, multi-step process, which includes:

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

The following overview outlines the primary activities over two phases of an institution's Good Food Purchasing Program participation.

**“WE DIDN’T HAVE TO INVENT  
THE PROCESS FROM SCRATCH.  
WE COULD HAVE ASSISTANCE  
FROM A TRIED-AND-TRUE**

process, and at the same time, develop our own goals and processes that would reflect our values in our community.”

---

**EDWIN MARTY**

Food Policy Manager, City of Austin Office of Sustainability

# PHASE 1

---

Phase One begins with examining current food purchasing practices through a baseline assessment to understand existing alignment with the Good Food Purchasing Program Standards in the five value categories. The baseline assessment is conducted by the Center for Good Food Purchasing.

## STEP 1: BASELINE ASSESSMENT

### **Conduct Good Food Purchasing Program Overview Briefing:**

- Introductory meeting with institution and the Center.

### **Notify Vendors & Begin Data Collection:**

- Institution informs vendors of commitment to the Good Food Purchasing Program, discusses data collection needs, and determines a feasible timeline for data collection.

### **Collect & Submit Data:**

- Vendors submit data to institution. Institution shares data with the Center for review.

### **Conduct Baseline Assessment:**

- The Center analyzes purchasing data and provides a detailed evaluation of institution's current alignment with each value category.

## STEP 2: GOAL SETTING

### **Discuss Baseline Assessment:**

- Institution and the Center discuss the results of the baseline assessment and identify short and long-term purchasing goals.

### **Develop Action Plan:**

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

# PHASE 2

---

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

## STEP 3: IMPROVE IMPACT & MEASURE PROGRESS

### **Make Purchasing Shifts to Meet Action Plan Milestones**

- Institution uses action plan to make purchasing shifts, which help meet or exceed the baseline in the five value categories, in partnership with vendors and local partners.

### **Collect Updated Purchasing Data from Vendors:**

- Institution collects purchasing data from vendors annually.

### **Track Progress & Award Star Rating:**

- The Center analyzes data and provides a detailed report with a star rating to institution on its overall performance, progress within each value category, and trends.



## ANNUAL REPORTING REQUIREMENTS

---

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

## STEP 4: INSTITUTIONALIZE GOOD FOOD PURCHASING GOALS

### **Adopt Formal Policy and Incorporate Good Food Purchasing Program Language into RFPs and Contracts**

- Institution adopts formal policy and incorporates Good Food Purchasing Program language into new bids and contracts. (See Appendix A for template policy language).

## STEP 5: CELEBRATE SUCCESS

### **Issue Verification Seal and Branded Materials (When Applicable)**

- The Center issues a Good Food Provider verification seal to the institution once it meets at least a baseline standard in each of the five value categories.

### **Publicly Recognize Leadership**

- Institution, local partners, and the Center share annual public progress report and publicly celebrate progress.



## GOOD FOOD PURCHASING STANDARDS AND SCORING SYSTEM OVERVIEW

---

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

## BASELINE STANDARD

Each of the five value categories has a baseline standard. To become a Good Food Provider, an institution must meet at least the baseline in each of the five values.

## CERTIFICATION-BASED

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

## FLEXIBLE, TIERED POINT SYSTEM

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

## AGGREGATION OF POINTS AND STAR RATING

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

## INCREASED COMMITMENT OVER TIME

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

## GOOD FOOD PURCHASING AWARD LEVELS

STAR RATING	POINTS
★	5-9
★★	10-14
★★★	15-19
★★★★	20-24
★★★★★	25+

# SAMPLE SCORESHEET

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

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

**TOTAL:**

**17 POINTS**

**STAR RATING: ★★★**



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

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

---

**JENNIFER LE BARRE**

Nutrition Services Director, Oakland Unified School District



# LOCAL ECONOMIES

---

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

# LOCAL ECONOMIES

## PURCHASING GOALS

### STRATEGIES

- INCREASE SPEND ON LOCAL FOOD

SOURCING TARGETS, BY YEAR

#### TARGET: YEAR 1

#### TARGET: YEAR 5

POINTS AWARDED

### LEVEL 1 BASELINE

#### Option 1: Increase Local Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 1 local food sources (see page 22 for qualifying sources).

OR

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

#### Option 2: Submit Plan for Baseline

##### Achievement Within 1 Year

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.

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

### LEVEL 2

#### Increase Local Food Spend:

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 2 local food sources (see page 22 for qualifying sources).

OR

10% of the total dollars spent annually on food products with a goal of increasing at least 2% per year, will come from Level 3 local food sources.

### LEVEL 3

#### Increase Local Food Spend

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 local food sources (see page 22 for qualifying sources).

#### Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 1 local food sources by fifth year of participation (see page 22 for qualifying sources).

1

#### Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 2 local food sources by fifth year of participation (see page 22 for qualifying sources).

2

#### Increase Local Food Spend:

25% of the total dollars spent annually on food products will come from Level 3 local food sources by fifth year of participation (see page 22 for qualifying sources).

3

# LOCAL ECONOMIES

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Local Economies Extra Points section.

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

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

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

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

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

### 1-3

DEPENDING ON  
RIGOR OF PROGRAM

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

Examples of qualifying initiatives:

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

### 1-3

DEPENDING ON  
RIGOR OF PROGRAM

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

Examples of qualifying initiatives:

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

<sup>1</sup> Food or monetary donations for charitable causes do not count.

# LOCAL ECONOMIES

## QUALIFYING CRITERIA

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

### LEVEL 1

#### Size

- Produce: Very large scale operations (as per the USDA definition of farm size in the most recent USDA Census of Agriculture) <sup>3</sup> (>\$5 million)
- Meat, Poultry, Eggs, Dairy, Seafood & Grocery Items: Very large scale operations (>\$50 million) <sup>4</sup>

AND

#### Ownership

- Family farm <sup>5</sup> or cooperatively owned (or owner-operated boats for seafood)

AND

#### Geographic Radius

- Within 250 miles <sup>6</sup>

### LEVEL 2

#### Size

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

AND

#### Ownership

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

AND

#### Geographic Radius

- Within 250 miles <sup>7</sup>

### LEVEL 3<sup>2</sup>

#### Size

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

AND

#### Ownership

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

AND

#### Geographic Radius

- Within 250 miles <sup>8</sup>

<sup>2</sup> For single and multi-ingredient products, with at least 50% of ingredients sourced from a family or cooperatively-owned medium scale operation within 250 miles, greater credit is given for full supply chain participation at Level 3. Points are weighted as follows:

- 100% credit if source farm meets Level 3 criteria.
- 66% credit if processor or shipper AND distributor, but NOT source farm, meet Level 3 criteria.
- 33% credit if processor or shipper OR distributor, but NOT source farm, meet Level 3 criteria.

<sup>3</sup> United States Department of Agriculture (January 2015). "2012 Census of Agriculture: Farm Typology. [https://www.agcensus.usda.gov/Publications/2012/Online\\_Resources/Typology/typology13.pdf](https://www.agcensus.usda.gov/Publications/2012/Online_Resources/Typology/typology13.pdf).

<sup>4</sup> Size ranges for meat, poultry, eggs, dairy, seafood, and grocery items are based off of internal analysis of suppliers and align with Real Food Challenge's definitions.

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

<sup>6</sup> Note: this radius is 500 miles for meat.

<sup>7</sup> Note: this radius is 500 miles for meat.

<sup>8</sup> Note: this radius is 500 miles for meat.



# ENVIRONMENTAL SUSTAINABILITY

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

# ENVIRONMENTAL SUSTAINABILITY PURCHASING GOALS

## STRATEGIES

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

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

## LEVEL 1 BASELINE

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

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

OR

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

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

a) Reduce carbon footprint<sup>9</sup> and water footprint<sup>10</sup> of meat, poultry, and cheese purchases by at least 4% per meal served from baseline year, with an 8% reduction goal within two years, and a 20% reduction goal within five years;<sup>11, 12</sup>

AND

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

#### **Option 3: Submit Plan for Baseline Achievement**

##### **Within 1 Year:**

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.

### ADDITIONAL LEVEL 1 REQUIREMENTS CONTINUED ON PAGE 25

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

<sup>9</sup> See next page for conversion factors for carbon footprint.

<sup>10</sup> See next page for conversion factors for water footprint.

<sup>11</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>12</sup> Special calculations of water/carbon for "better meat" will be considered in cases where a credible analysis has been conducted to evaluate the carbon emissions associated with the production of that particular meat source.

<sup>13</sup> Qualifying food resource recovery strategies will be determined based on adherence to EPA's Food Recovery Hierarchy. See Appendix B for menu of options.

<sup>14</sup> An institution may choose to conduct waste audit at a select number of sample sites.

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

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

**1**

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

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

AND

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

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS, CONT.

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

SOURCING TARGETS, BY YEAR

**TARGET: YEAR 1****TARGET: YEAR 5****LEVEL 1  
BASELINE****ADDITIONAL LEVEL 1 REQUIREMENTS**

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

At least 25% of animal products<sup>15</sup> are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.<sup>16,17</sup>

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

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

At least 50% of animal products are produced without the routine use of medically important antimicrobial drugs for disease prevention purposes.<sup>18</sup>

**CONVERSION FACTORS FOR CARBON FOOTPRINT:**

Food Product	lb CO <sub>2</sub> /lb edible
Beef	26.5
Cheese	9.8
Pork	6.9
Poultry	5.1
Fish	3.8
Other Dairy + Eggs	3.3

**Source:** Heller, M. C. and Keoleian, G. A. (2015), Greenhouse Gas Emission Estimates of U.S. Dietary Choices and Food Loss. *Journal of Industrial Ecology*, 19: 391-401.

**CONVERSION FACTORS FOR WATER FOOTPRINT:**

Food Product	Blue + Green gallons/lb edible
Beef	1,590
Pork	475
Cheese	382
Poultry	230
Other Dairy + Eggs	139
Fish	Pending

**Source:** Mekonnen, M.M. and Hoekstra, A.Y. (2012) A global assessment of the water footprint of farm animal products. *Ecosystems*, 15(3): 401-415.

<sup>15</sup> Animal product refers to any products derived from an animal, including meat, poultry, eggs and dairy.

<sup>16</sup> In qualifying products, medically important antimicrobial drugs (i.e. those in the same class of antibiotics used in human medicine) may be used for non-routine disease control and treatment purposes only. Antimicrobial use must be third party verified (e.g., Certified Responsible Antibiotic Use (CRAU) chicken, Antimicrobial Stewardship Standards for Pork and Chicken [once 3rd party verified]). Disease control is defined here as the use of antibiotics on an animal that is not sick but where it can be shown that a particular disease or infection is present on the premises at the barn, house, pen, or other level at which the animal is kept. The Center for Good Food Purchasing may consider approval of additional narrowly defined, noncustomary uses upon request.

<sup>17</sup> Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

<sup>18</sup> See footnote 16 for definition.

## STRATEGIES

# ENVIRONMENTAL SUSTAINABILITY PURCHASING GOALS, CONT.

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

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

#### LEVEL 2

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

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

OR

10% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying sources).

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

a) Reduce carbon and water footprint of meat, poultry, and cheese purchases by 5% per meal served from baseline year, with a 10% reduction goal within two years, a 15% reduction in three years and 25% reduction within five years;<sup>19</sup>

AND

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

### LEVEL 2 ADDITIONAL REQUIREMENTS

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

At least 30% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>22,23</sup>

### TARGET: YEAR 5

POINTS AWARDED

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

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

**2**

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

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

AND

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

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 60% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>24</sup>

<sup>19</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>20</sup> Qualifying food resource recovery strategies will be determined based adherence to [EPA's Food Recovery Hierarchy](#). See Appendix B for menu of options.

<sup>21</sup> An institution may choose to conduct waste audit at a select number of sample sites.

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

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

<sup>24</sup> Refer to footnote 22 for definition.

# ENVIRONMENTAL SUSTAINABILITY

## PURCHASING GOALS, CONT.

### STRATEGIES

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

#### SOURCING TARGETS, BY YEAR

#### TARGET: YEAR 1

#### TARGET: YEAR 5

#### POINTS AWARDED

### LEVEL 3

15% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year, will come from Level 3 environmentally sustainable sources (see page 29 for qualifying criteria);

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases by 6% per meal served from baseline year, with a 12% reduction goal within two years and 30% reduction within five years;<sup>25</sup>

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least three source reduction strategies<sup>26</sup> that address most wasted food items identified in audit, donate recoverable food twice per month, and implement one food recycling strategy (e.g. anaerobic digestion or composting).<sup>27</sup>

25% of the total dollars spent annually on food products will come from Level 3 environmentally sustainable sources by fifth year of participation;

AND

Reduce carbon and water footprint of meat, poultry, and cheese purchases, per meal served by 30% from baseline year;

AND

Perform a food waste audit that identifies specific types and quantities of food in waste stream (see Food Loss and Waste Protocol for guidance), and implement at least four source reduction strategies that address most wasted food items identified in audit, donate recoverable food once per week, and implement two food recycling strategies.

**3**

### LEVEL 3 ADDITIONAL REQUIREMENTS

At least 50% of seafood purchased should be listed as “Best Choice” and no seafood purchased listed as “Avoid” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

At least 50% of animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>28, 29</sup>

All seafood purchased should be listed as “Best Choice” in the Monterey Bay Aquarium’s most recent Seafood Watch Guide.

All animal products are produced without the use of antimicrobial drugs for disease prevention purposes.<sup>30</sup>

<sup>25</sup> The baseline year is the year in which institution initiates its meat reduction efforts.

<sup>26</sup> Qualifying food resource recovery strategies will be determined based on adherence to EPA’s Food Recovery Hierarchy. See Appendix B for menu of options.

<sup>27</sup> An institution may choose to conduct waste audit at a select number of sample sites.

<sup>28</sup> Refer to footnote 22.

<sup>29</sup> Addressing antibiotic usage through third party verified certification processes, such as Certified Responsible Antibiotic Use (CRAU) is a separate requirement included in the Environmental Sustainability category. Certification labels that only address responsible antibiotic use are not included as qualifying certifications for environmentally sustainable sources because these labels do not necessarily lead to improved environmental outcomes.

<sup>30</sup> Refer to footnote 22.

# ENVIRONMENTAL SUSTAINABILITY

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

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- 1** Institution participates in “Meatless Mondays” campaign or any equivalent meatless day program.
- 1** 100% of disposable flatware, dishes, cups, napkins and other service items are compostable.
- 1** No bottled water is sold or served, and plain or filtered tap water in reusable jugs, bottles or dispensers is available.

# ENVIRONMENTAL SUSTAINABILITY

## QUALIFYING CRITERIA

### LEVEL 1

#### FRUITS & VEGETABLES

- Distributor provides grower signed affidavit verifying that produce has been grown without the use of pesticides listed as prohibited for fresh produce by Whole Foods' Responsibly Grown program and all neonicotinoids and affidavit is accompanied by a site visit from institution or community partner; or
- Gold certified under ANSI/LEO-4000 the American National Standard for Sustainable Agriculture by Leonardo Academy.

#### MILK & DAIRY

- AGA Grassfed

#### POULTRY

- Animal Welfare Approved; or
- Food Alliance Certified

### LEVEL 3

- USDA Organic; or
- Demeter Certified Biodynamic; or
- Produce grown in a farm or garden at the institution using organic practices

#### EGGS

- Certified Humane Raised and Handled

- Animal Welfare Approved; or
- Food Alliance Certified

- USDA Organic

#### MEAT

- AGA Grassfed

- Animal Welfare Approved; or
- Food Alliance Certified; or
- Grasslands Alliance Standard

- USDA Organic

#### FISH (WILD)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide

- Marine Stewardship Council certified, paired with the MSC Chain of Custody Certification

#### FISH (FARM-RAISED)

- No seafood purchased listed as "Avoid" in the Monterey Bay Aquarium's Seafood Watch Guide

- Fish listed as "Best" choice in Monterey Bay Aquarium's Seafood Watch Guide <sup>31</sup>

#### GRAINS

- Pesticide-free

- Food Alliance Certified

- USDA Organic; or
- Demeter Certified Biodynamic

#### THIRD-PARTY CERTIFICATIONS





# VALUED WORKFORCE

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Provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

# VALUED WORKFORCE PURCHASING GOALS

## STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### TARGET: YEAR 5

POINTS AWARDED

## LEVEL 1 BASELINE

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 1 fair sources (see page 34 for qualifying sources).

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.

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

1

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 1 fair sources by fifth year of participation (see page 34 for qualifying sources).

2

## LEVEL 2

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 2 fair sources (see page 34 for qualifying sources).

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 2 fair sources by fifth year of participation (see page 34 for qualifying sources).

2

## LEVEL 3

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

5% of the total dollars spent annually on food products, with a goal of increasing at least 2% per year will come from Level 3 fair sources (see page 34 for qualifying sources).

**Submit Labor Law Compliance Documentation and Take Requested Follow Up Steps with Suppliers**  
See page 32 for additional details.

AND

#### **Increase Fair Food Spend**

15% of the total dollars spent annually on food products will come from Level 3 fair sources by fifth year of participation (see page 34 for qualifying sources).

3

# VALUED WORKFORCE

## PURCHASING GOALS, CONT.

### STRATEGIES

- INCREASE SPEND ON FAIR FOOD
- SUPPORT LABOR LAW COMPLIANCE ALONG THE SUPPLY CHAIN

SOURCING TARGETS, BY YEAR

**TARGET: YEAR 1**

**TARGET: YEAR 5**

POINTS AWARDED

### DETAIL ON LABOR LAW REQUIREMENTS AT ALL LEVELS

#### **Submit Labor Law Compliance**

#### **Documentation and Take Requested**

#### **Follow Up Steps with Suppliers**

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and that vendor and all suppliers<sup>32</sup> comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core standards of the International Labour Organization (ILO):

- (1) Freedom of association and the right to collective bargaining.
- (2) Elimination of all forms of forced or compulsory labor.
- (3) Abolition of child labor.
- (4) Elimination of discrimination with respect to employment or occupation.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

#### **Submit Labor Law Compliance**

#### **Documentation and Take Requested**

#### **Follow Up Steps with Suppliers**

Vendor signs in writing that vendor and all suppliers respect the freedom of association of farmers, ranchers, and fisherfolk and comply with domestic labor law (including state and local) in countries where they produce goods and services, as well as the core ILO standards.

AND

If vendor and/or suppliers are found to have health & safety and/or wage & hour violations within the past three years, purchaser requests information from that supplier about steps taken to mitigate past violations and prevent future violations, such as worker education and training. The institution may reserve the right to cancel the contract with a vendor with serious, willful, repeated, and/or pervasive labor violations and/or require its vendor to cancel its contract with the supplier with serious, willful, repeated, and/or pervasive violations over the next year after the letter is sent.

<sup>32</sup> Vendor refers to the distributor with whom the institution or its food service management company has a direct contract. Supplier refers to all companies in the vendor's supply chain from whom product is sourced to be provided to the institution. A single product may have more than one supplier, including grower, shipper, processor, and/or wholesaler.

# VALUED WORKFORCE

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

- 2** Institution establishes an anonymous reporting system for workers to report violations with a protection for workers from retaliation.
- 1** Institution has adopted a “living wage” policy to ensure direct employees are paid non-poverty wages.
- 1** Institution’s food service contractor meets Level 3 Valued Workforce criteria.
- 2** An institution or vendor has a Labor Peace policy or agreement

# VALUED WORKFORCE

## QUALIFYING CRITERIA

### LEVEL 1

#### **Vendor and Suppliers**

Have a social responsibility policy, which includes:

- (1) union or non-poverty wages;
- (2) respect for freedom of association and collective bargaining;
- (3) safe and healthy working conditions;
- (4) proactive policy on preventing sexual harassment and assault;
- (5) prohibition of child labor, as defined by the International Labour Organization (ILO)<sup>35</sup> and at least one additional employment benefit such as:
- (6) employer-paid health insurance
- (7) paid sick days;
- (8) profit-sharing with all employees;

OR

#### **Vendor and Suppliers**

Post information about their participation in the Good Food Purchasing Program in workplaces and in the primary languages spoken by the employees;

OR

Partner with local trade union and/or independent, representative worker organizations to conduct periodic mandatory, accessible, in-depth worker education training at the worksite and on the clock about their rights and ensure they know what their company has committed as a vendor of a Good Food Purchasing Program participant;

OR

- Are certified by Fair for Life; or
- Are certified by Fairtrade America (Fairtrade International FLO); or
- Are certified by Fairtrade USA

### LEVEL 2

#### **Vendor and Supplier**

- Are Food Justice-Certified by the Agricultural Justice Project; or
- Are certified by the Equitable Food Initiative

### LEVEL 3<sup>33, 34</sup>

#### **Vendor and Supplier**

- Have a union contract with their employees<sup>36</sup>; or
- Are a worker cooperative<sup>37</sup>

### THIRD-PARTY CERTIFICATIONS



Food items from suppliers that meet any of the following criteria will be disqualified from being counted for points in all value categories:

- **Use of slave or forced labor;**
- **Pattern of serious, willful, repeated, and/or pervasive labor violations over the last three years;**
- **Use of child labor<sup>38</sup>**

<sup>33</sup> Greater credit is given for full supply chain participation at Level 3. An institution receives 3 points for every 5% increment of product sourced from Level 3 farms, and 3 points for every 15% increment of product sourced from Level 3 processors or distributors (percentages determined related to availability of Level 3 product in sectors of the supply chain). Points are weighted as follows:

- 100% credit if source farm, AND processor or shipper, AND distributor meet Level 3 criteria.
- 66% credit if two of three companies meet Level 3 criteria.
- 33% credit if one of three companies meets Level 3 criteria.

<sup>34</sup> Criteria used to identify voluntary third party certification programs at Level 3 include: adherence to all ILO Fundamental Principles and Rights at Work; a fair wage that at a minimum reaches the prevailing industry wage and charts progress toward a living wage; safe and healthy workplaces for workers; inclusion of independent worker organizations at all stages of standard-setting, monitoring and enforcement, and remediation; a confidential complaint reporting and resolution mechanism with a strictly enforced no-retaliation policy; mandatory worker rights training on the clock, implemented with independent worker organization; regular announced and unannounced audits by well-trained auditors that include secure interviews with a broad swath of workers, and findings that are made available to workers; and a focus on enforcement, with binding legal agreements that ensure real consequence for non-compliance and clear, time-bound plans to remedy violations. If the Center determines that a supplier is not compliant with the standards established by the third-party certification program, the supplier will not receive credit for their participation in the certification program.

<sup>35</sup> <http://ilo.org/ipec/facts/lang-en/index.htm>.

<sup>36</sup> Unions cannot be controlled or backed by government or the employer.

<sup>37</sup> As defined by United States Federation of Worker Cooperatives: Worker cooperatives are business entities that are owned and controlled by their members, the people who work in them. All cooperatives operate in accordance with the **Cooperative Principles and Values**. The two central characteristics of worker cooperatives are: (1) worker-members invest in and own the business together, and it distributes surplus to them and (2) decision-making is democratic, adhering to the general principle of one member-one vote.

<sup>38</sup> Federal and/or state law defines child labor for the supplier's industry and location. When federal and state rules are different, the rules that provide the most protection apply. For international products, child labor is defined by the ILO standard.



# ANIMAL WELFARE

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

# ANIMAL WELFARE

## PURCHASING GOALS

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

**TARGET: YEAR 1****TARGET: YEAR 5****POINTS AWARDED****LEVEL 1  
BASELINE****Option 1: Increase High Animal Welfare Food Spend**

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 1 animal welfare requirements (see page 39 for qualifying criteria).

OR

5% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

**Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 15% of the total volume of animal products purchased with plant-based protein.

**Option 1: Increase High Animal Welfare Food Spend**

25% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 1 requirements (see page 39 for qualifying criteria).

**1****Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 25% of the total volume of animal products purchased with plant-based protein.

**2****LEVEL 2****Option 1: Increase High Animal Welfare Food Spend**

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

OR

10% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet Level 3 animal welfare requirements (see page 39 for qualifying criteria).

**Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 25% of the total volume of animal products purchased with plant-based protein.

**Option 1: Increase High Animal Welfare Food Spend**

35% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 2 requirements (see page 39 for qualifying criteria).

**Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 35% of the total volume of animal products purchased with plant-based protein.

# ANIMAL WELFARE

## PURCHASING GOALS, CONT.

- INCREASE HIGH ANIMAL WELFARE FOOD SPEND **OR**
- REDUCE TOTAL VOLUME OF ANIMAL PRODUCTS PURCHASED

SOURCING TARGETS, BY YEAR

### TARGET: YEAR 1

### LEVEL 3

#### **Option 1: Increase High Animal Welfare Food Spend**

15% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

#### **Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 35% of the total *volume* of animal products purchased with plant-based protein.

### TARGET: YEAR 5

#### **Option 1: Increase High Animal Welfare Food Spend**

45% of the total dollars spent annually on egg, dairy, and meat products will come from products that meet at least Level 3 requirements (see page 39 for qualifying criteria).

#### **Option 2: Reduce Total Volume of Animal Products Purchased**

Replace 40% of the total *volume* of animal products purchased with plant-based protein.

POINTS AWARDED

**3**

# ANIMAL WELFARE

## EXTRA POINTS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category.

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- 2** Institution encourages plant-based diets by offering only vegan options.
- 1** Institution encourages plant-based diets by offering only vegetarian options.
- 1** 50% or more annual average of total cost of milk, egg and meat product purchases come from higher-welfare sources (Level 1 or above).

# ANIMAL WELFARE

## QUALIFYING CRITERIA

### LEVEL 1

#### DAIRY

- Certified Humane; or
- USDA Organic<sup>39</sup>

### LEVEL 2

#### EGGS<sup>40</sup>

- Certified Humane Cage Free; or
- GAP Step 1, 2; or
- USDA Organic<sup>41</sup>

- PCO 100% Grassfed

#### POULTRY

- Certified Humane; or
- GAP<sup>43</sup> Step 2, 3; or
- USDA Organic<sup>44</sup>

- Certified Humane Free Range<sup>45</sup>

### LEVEL 3

- Animal Welfare Approved

- Animal Welfare Approved; or
- Certified Humane Pasture Raised; or
- GAP Step 4, 5, 5+

#### BEEF

- Approved American Grassfed Association Producer; or
- Certified Humane; or
- GAP Step 1,2; or
- USDA Organic<sup>46</sup>

- PCO 100% Grassfed

- Animal Welfare Approved; or
- Certified Grassfed by A Greener World; or
- GAP Step 4, 5, 5+

#### PORK

- Certified Humane; or
- GAP Step 1, 2; or
- USDA Organic<sup>47</sup>

- Gap Step 3

- Animal Welfare Approved; or
- GAP Step 4, 5, 5+

#### FISH<sup>48</sup>

#### THIRD-PARTY CERTIFICATIONS



<sup>39</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>40</sup> AHA cage-free standards were excluded because AHA's points-based system allows egg facilities to pass an audit (at 85%) without meeting a number of basic welfare standards.

<sup>41</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>42</sup> Because American Humane Certified does not have a set of "Core Criteria" that all certified producers must meet, full audit results must be submitted to the Center to verify that the farm meets all Core Criteria for a product to meet Level 2.

<sup>43</sup> GAP Step 1 may be added to Level 1 upon the adoption of requirements for enrichments and for slower-growing chicken strains at Step 1.

<sup>44</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>45</sup> Certified Humane Free Range, despite being pasture-based, is in Level 2 because unlike those in Level 3, it does not require slower-growth genetics.

<sup>46</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>47</sup> USDA Certified Organic will qualify for Level 2 if proposed animal welfare requirements are adopted.

<sup>48</sup> Standards for farm raised fish are in development and will be added to the Good Food Purchasing Standards as soon as possible.



# NUTRITION

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

# NUTRITION

## PURCHASING GOALS

POINTS AWARDED

HIGH PRIORITY

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

2

CHECKS

Items with High Priority designation are worth two checks per item met

### HEALTHY PROCUREMENT

- Increase the amount of whole or minimally processed foods purchased by 5% from baseline year, with a 25% increase goal within 5 years.<sup>49</sup>
- If meat is offered, reduce purchase of red and processed meat by 5% from baseline year, with a 25% reduction goal within 5 years.<sup>50,51</sup>
- Fruits, vegetables, and whole grains account for at least 50% of total food purchases by volume.<sup>52</sup>
- All individual food items contain  $\leq 480$  mg sodium per serving.<sup>53</sup> Purchase “low sodium” ( $\leq 140$  mg sodium per serving) whenever possible.
- Added sugars (including natural and artificial sweeteners) in purchased food items should be no more than 10% of Daily Value per serving (DV is 50g). Or, commit to implementing an added sugar reduction plan in overall food and beverage purchases.

### HEALTHY FOOD SERVICE ENVIRONMENT

- Healthy beverages account for 100% of beverage options offered, and diet drinks containing artificial sweeteners are eliminated. If healthy beverages account for at least 50% of beverage options offered, one check will be earned.<sup>54</sup>
- Offer free drinking water at all meals, preferably cold tap water in at least a 4 oz. cup.
- Offer plant-based main dishes at each meal service.<sup>55</sup>

### HEALTH EQUITY

- Institution actively supports or sponsors initiatives that directly expand access to healthy food for low-income residents or communities of color.<sup>56</sup> Examples of qualifying initiatives:
  - Support at least one neighborhood-based community food project that expands access to healthy food for low-income residents such as a procurement agreement with a corner store that carries healthy food in a low-income census tract, or a low-cost Community Supported Agriculture program dedicated to serving low-income families, or a farmer’s market located in a low-income census tract that accepts EBT.

<sup>49</sup> See Appendix C for definitions for whole/minimally processed, processed, and ultraprocessed (Source: San Diego County Department of Public Health Eat Well Standards).

<sup>50</sup> Processed meats include any meat preserved by curing, salting, smoking, or have other chemical preservation additives. If processed meats are offered, recommend using only products with no more than 480mg of sodium per 2 oz.

<sup>51</sup> One strategy to reduce red and processed meat purchases is to limit portion sizes based on current US Dietary Guidelines. Average per-meal amount for meat, poultry and eggs for a 2000 calorie diet is 1.9 oz. (The range for a 1000-2200 calorie diet is .7-2 oz. per meal). See the [USDA Food Patterns: Healthy U.S.-Style Eating Pattern](#) for more information.

<sup>52</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice. With the exception of the following foods:

<sup>53</sup> **Sodium Standards for Purchased Food:**

- Canned and frozen seafood:  $\leq 290$  mg sodium per serving;
- Canned and frozen poultry:  $\leq 290$  mg sodium per serving;
- Sliced sandwich bread:  $\leq 180$  mg sodium per serving;
- Baked goods (e.g. dinner rolls, muffins, bagels, tortillas):  $\leq 290$  mg sodium per serving;
- Cereal:  $\leq 215$  mg sodium per serving;
- Canned or frozen vegetables:  $\leq 290$  mg sodium per serving;
- Recommend “reduced” sodium (per FDA definition) sauce and other condiments;
- Recommend purchasing cheese:  $\leq 215$  mg sodium per serving.

<sup>54</sup> Health Care Without Harm “Healthy Beverage Defined: Water (filtered tap, unsweetened, seltzer or infused); 100 percent fruit juice (optimal 4 oz. serving); 100% vegetable juice (optimal sodium less than 140 mg); Milk (unflavored); Non-dairy milk alternatives (plain, unsweetened); Teas and Coffee (unsweetened with only naturally occurring caffeine).

<sup>55</sup> To the best possible ability, beverages should be dispensed by tap or fountain AND reusable beverage containers should be encouraged. Recommend plant-based main dishes to include fruits, vegetables, beans and/or legumes.

<sup>56</sup> Food or monetary donations for charitable causes do not count.

# NUTRITION

## PURCHASING GOALS

### STRATEGIES

### PRIORITY

- IMPLEMENT HEALTHFUL PRACTICES IN PROCUREMENT, FOOD PREPARATION, AND FOOD SERVICE ENVIRONMENT

POINTS AWARDED

1

### CHECK

Items with Priority designation are worth one check per item met

#### HEALTHY PROCUREMENT

- All juice purchased is 100% fruit juice with no added sweeteners and vegetable juice is Low Sodium as per FDA definitions. All 100% fruit and vegetable juice single serving containers are <12 ounces for adults and children aged 7-18, and <6 oz. for children aged 1-6.<sup>57</sup>
- If dairy products are offered, purchase Fat-Free, Low-Fat or reduced fat dairy products, with no added sweeteners (including natural and artificial sweeteners).<sup>58</sup>
- All pre-packaged food has zero grams trans fat per serving and does not list partially hydrogenated oils on the ingredients list (as labeled).
- At least 50% of grain products purchased are whole grain rich.<sup>59</sup>
- Offer at least one salad dressing option that is a low-sodium, low-calorie, low-fat creamy salad dressing.<sup>60</sup> Offer olive oil and vinegar (e.g., balsamic, red wine) at each meal service.

#### HEALTHY FOOD PREPARATION

- Eliminate the use of hydrogenated and partially hydrogenated oils for cooking and baking. Eliminate the use of deep frying and eliminate use of frozen or prepared items that are deep fried upon purchase.
- Prioritize the preparation of all vegetables and protein, including fish, poultry, meat, or meat alternatives in a way that utilizes vegetable-based oils or reduces added fat (broiling, grilling, baking, poaching, roasting, or steaming).

#### HEALTHY FOOD SERVICE ENVIRONMENT

- If applicable, combination meals that serve an entrée, side option, and beverage offer water as a beverage alternative<sup>61</sup> AND offer fresh fruit or a non-fried vegetable prepared without fat or oil as a side option.
- Adopt one or more product placement strategies such as:
  - Prominently feature fruit and/or non-fried vegetables in high-visibility locations.
  - Display healthy beverages in eye level sections of beverage cases (if applicable).
  - Remove candy bars, cookies, chips and beverages with added sugars (such as soda, sports and energy drinks) from checkout register areas/point-of-purchase (if applicable).
- Healthy food and beverage items are priced competitively with non-healthy alternatives.
- Adopt one or more marketing/promotion/signage strategies, such as:
  - Highlight fruit with no-added sweeteners and non-fried vegetable offerings with signage.

<sup>57</sup> Low Sodium is 140 mg or less per RACC.

<sup>58</sup> Fat-Free is 0.5g or less per RACC; Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Reduced fat is 25% less fat per RACC when compared to the original food; Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g).

<sup>59</sup> Grain-based foods are considered whole grain when the first ingredient listed on the ingredient list is a whole grain. Whole grain ingredients include brown rice, buckwheat, bulgur, millet, oatmeal, quinoa, rolled oats, whole-grain barley, whole-grain corn, whole-grain sorghum, whole-grain triticale, whole oats, whole rye, whole wheat, and wild rice; 3 grams or more of fiber/serving.

<sup>60</sup> Low-Fat is 3 g or less per RACC and per 50g if RACC is small (<30g); Low Sodium is 140 mg or less per RACC and per 50g if RACC is small (<30g); Low Calorie is 40 calories or less per RACC and per 50g if RACC is small (<30g).

<sup>61</sup> A cup/glass of chilled tap water is prioritized and water in recyclable bottle is a secondary substitute to be avoided if possible for environmental considerations.

# NUTRITION

## EXTRA POINTS & SCORING TARGETS

### EXTRA POINTS

In addition to base points earned in each category, extra points may be earned in each category for institutional policies or purchasing practices that go above and beyond the standards in each value category. An institution may earn a maximum of five bonus points in the Nutrition Extra Points section.

#### 1 MENU LABELING

Menu lists the nutritional information for each item using the federal menu labeling requirements under the Patient Protection and Affordable Care Act of 2010 as a guide.

#### 1 PORTION CONTROL

Adopt one or more portion control strategies, if applicable. (e.g. Utilize 10" or smaller plates for all meals; make available reduced-size portions of at least 25% of menu items offered; offer reduced-size portions at a lower price than regular sized portions, eliminate trays from lines).<sup>62</sup>

#### 1 CULTURALLY APPROPRIATE MENUS

Offer menu items that are culturally appropriate for institution's demographic composition. Institution should submit menus with ingredient lists for culturally appropriate items.

#### 1 NUTRITION & FOOD SYSTEMS EDUCATION

For K-12 institutions: Institution implements nutrition education programming. Examples of qualifying initiatives include:

- Interactive/educational garden program
- District-wide required nutrition curriculum
- Farm/processing site visits to regional producers

#### 1 WORKSITE WELLNESS

Develop and implement a worksite wellness program for employees and/or patrons that includes nutrition education.

#### 1 HEALTHY VENDING

Adopt a healthy vending machine policy for machines at all locations, using the Federal Food Service Guidelines or a higher standard.<sup>63</sup>

#### PERCENTAGE OF CHECKLIST ITEMS MET

#### SCORING TARGET

#### POINTS AWARDED

51 - 64.9%

LEVEL 1

**1**

65 - 79.9%

LEVEL 2

**2**

80 - 100%

LEVEL 3

**3**

UP TO **6** EXTRA POINTS

<sup>62</sup> Reduced-sized portions are at least 1/3 smaller than the full-size item and are offered in addition to the full-size versions.

<sup>63</sup> Food Service Guidelines for Federal Facilities:

[https://www.cdc.gov/obesity/downloads/guidelines\\_for\\_federal\\_concessions\\_and\\_vending\\_operations.pdf](https://www.cdc.gov/obesity/downloads/guidelines_for_federal_concessions_and_vending_operations.pdf), pages 13-14.



## APPENDICES

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# APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION

Whereas, [Institution] procures [\$ food spend] annually in food and food supplies. The large-scale volume demands include serving [number of meals per day] meals per day and [number of meals per year] meals annually. Subsequently, the purchasing of good food is a vital component to providing for the nutritional needs of all children in [Institution];

Whereas, [Percentage] of students in [Institution], [X%] of whom are students of color, qualify for federal and state meal benefits through the [National School Lunch and Breakfast Programs, the Child and Adult Care Food Program, the After School Snack and Supper Program, and the Summer Food Service Program];

Whereas, In practicing good food procurement methods, [Institution] can support a regional food system that is ecologically sound, economically viable, and socially responsible. Thoughtful purchasing practices by [Institution] can nationally impact the creation and availability of a local, equitable, and sustainable good food system;

Whereas, [Institution] has [detail of existing Good Food practice or policy. Duplicate this list item as many times as needed];

Whereas, Good food is defined as food that is healthy, affordable, fair, and sustainable. These foods meet the Dietary Guidelines for Americans, provide freedom from chronic ailment, and are delicious and safe. All participants in the food supply chain receive fair compensation, fair treatment, and are free of exploitation. Good food is available to purchase for all income levels. High quality food is equitable and physically and culturally accessible to all. Food is produced, processed, distributed, and recycled locally using the principles of environmental stewardship (in terms of water, soil, and pesticide management); and

Whereas, Implementation of the comprehensive Good Food Purchasing Program will promote the ongoing leadership of [Institution] in being a good food leader in our community and nationwide; now, therefore, be it,

**RESOLVED, That [Institution] will use its purchasing power to encourage the production and consumption of food that is healthy, affordable, fair, and sustainable.** We recognize that the adoption of the Good Food Purchasing Program has the power to reform the food system, create opportunities for smaller farmers and low-income entrepreneurs of color to thrive, provide just compensation and fair treatment for workers, support sustainable farming practices, reward good environmental stewardship, and increase access to fresh and healthy foods. We will leverage our purchasing power to support the following values:

**Local Economies:** support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.

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

**Valued Workforce:** Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.

**Animal Welfare:** Source from producers that provide healthy and humane conditions for farm animals.

**Nutrition:** Promote health and well-being by offering generous portions of vegetables, fruit, whole grains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives.

# APPENDIX A: TEMPLATE POLICY LANGUAGE FOR FORMAL GOOD FOOD PURCHASING PROGRAM ADOPTION, CONT.

**RESOLVED, that [Institution] commits to taking the following steps in support of Good Food:**

- (1)** Meet identified multi-year benchmarks at the baseline standard or higher for each of the five value categories – local economies, environmental sustainability, valued workforce, animal welfare, and nutrition, as specified in the Good Food Purchasing Standards and annually increase the procurement of Good Food.
- (2)** Establish supply chain accountability and a traceability system with suppliers to verify sourcing commitments.
- (3)** Incorporate the Good Food Purchasing Standards and reporting requirements into all new RFPs and contracts with the opportunity for community input on contract awards.
- (4)** Commit to annual verification of food purchases by the Center for Good Food Purchasing and comply with due diligence reporting requirements to verify compliance, measure progress, and celebrate success at the [enter desired star rating] level.

**RESOLVED, that [Institution] commits to the following reporting requirements:**

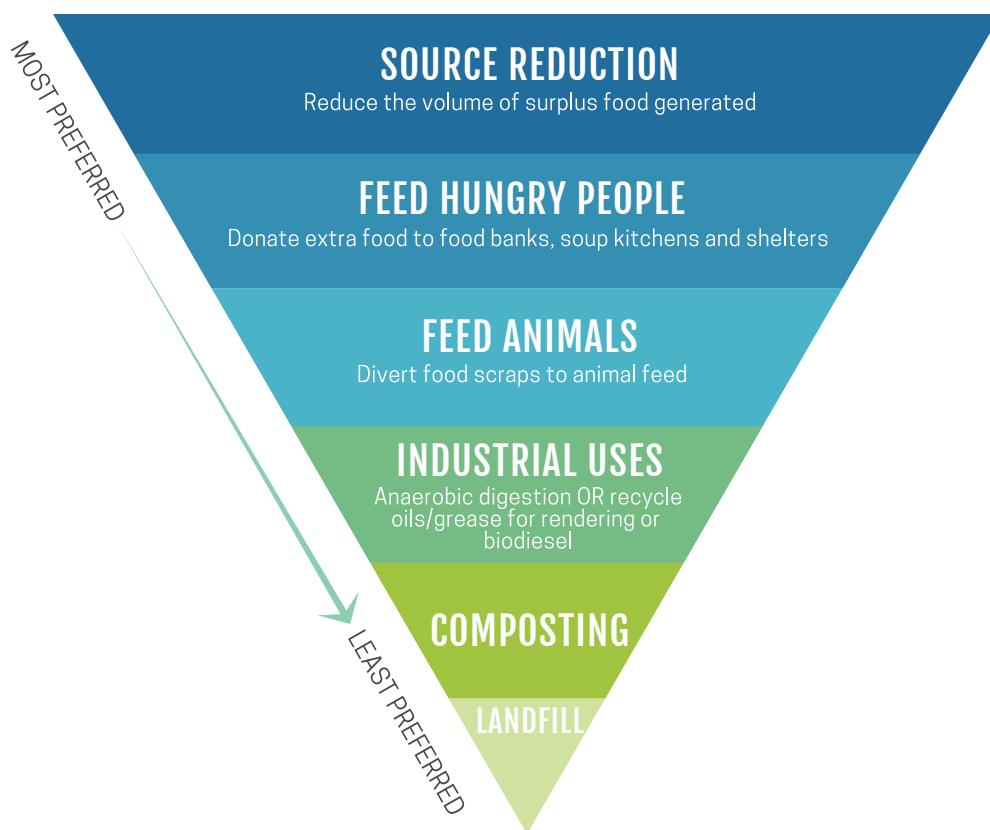
- (1)** Submit Food Service Operations Overview form i.e. total annual dollar amount of food and beverage purchases by product category and average number of daily meals served, within one month of adopting the Good Food Purchasing Program.
- (2)** Submit Baseline Nutrition Assessment.
- (3)** Submit itemized records of each fruit, vegetable, meat/poultry, dairy and grain products purchased by the Participant during desired time period to include:
  1. Product name;
  2. Unit type purchased (e.g. cases, bunches, packs);
  3. Number of units purchased;
  4. Volume per unit (e.g. ounces, lbs);
  5. The name and location of each supplier along the supply chain, to include all distributors, wholesalers, processors, manufacturers, shippers, AND farm(s) of origin; and
  6. Amount spent by institution for each product, to include:
    - a. Price per unit;
    - b. For each individual farm or ranch from which product is sourced, total dollar value spent on each individual product from that farm or ranch.
- (4)** Review an inventory of suppliers with serious, repeat and/or willful health and safety and/or wage and hour labor violations over the last three years, generated by the Center. Institution works with the Center to prioritize suppliers with the most serious violations to engage for additional information on what steps have been taken to remedy the past violations and to prevent future violations.
- (5)** Develop and adopt a multi-year action plan with benchmarks to comply with the Good Food Purchasing Standards within the first year of adopting the Good Food Purchasing Program.
- (6)** Report to the [insert policy body] annually on implementation progress of the Good Food Purchasing Program with the opportunity for community input.

# APPENDIX B: EPA FOOD RECOVERY HIERARCHY: IDENTIFYING AND PRIORITIZING STRATEGIES TO REDUCE WASTED FOOD



The EPA has developed the Food Recovery Hierarchy to help prioritize actions that organizations can take to prevent wasted food. Reduction/diversion points include:

1. Source Reduction – reduce the amount of surplus food generated
2. Recovery: Feed Hungry People – donate extra food to food banks, soup kitchens, shelters
3. Recycling:
  - Feed Animals – divert food scraps to animal feed
  - Industrial Uses – anaerobic digestion (send food to anaerobic digester) OR recycle oils/grease (for rendering or biodiesel)
  - Composting



According to the EPA, “each tier of the Food Recovery Hierarchy focuses on different management strategies for wasted food. The top levels of the hierarchy are the best ways to prevent and divert wasted food because they create the most benefits for the environment, society and the economy.”

Good Food Providers that incorporate waste reduction strategies into their food service operations are encouraged to follow the EPA’s Food Recovery Hierarchy and prioritize strategies at the top levels of the hierarchy.

An important first step for an institution is to perform a waste audit and then develop waste reduction strategies that address the most wasted food items identified in audit.

# APPENDIX B: SUGGESTED FOOD RECOVERY STRATEGIES

The list below provides a menu of options that institutions can take to prevent and divert wasted food. This list is by no means exhaustive. Some strategies may not apply to or be feasible for all institution types. More ideas can be found on the EPA's Food Recovery Hierarchy website.

## SOURCE REDUCTION<sup>64</sup>

- Purchase imperfect produce
- Staff training on food waste reduction
- Daily log of kitchen food waste <sup>65</sup>
- Reduce batch sizes
- Cook-to-order instead of bulk-cooking at end of day
- Set up share tables
- "Offer vs serve"
- Replace buffet with cook-to-order line
- Finish preparation at the line
- Recess before lunch
- Provide another beverage choice (e.g. water)
- Extend lunch periods to 30 minutes
- Slice fruit/vegetables
- Catchy names for fruits/vegetables
- Marinate meats
- Healthy foods within reach
- Train staff on knife skills
- Use maximum amount of food parts (carrot greens and potato skins)
- Reconstitute wilted veggies
- Freeze surplus fruits & veggies
- Use leftovers
- Eliminate garnishes that typically don't get eaten
- Storage techniques for different foods
- See-through storage containers
- Smaller serving containers at end of day
- Trayless dining

## RECOVERY<sup>66</sup> FEED HUNGRY PEOPLE

- Deliver unused food to local pantry
- Supplement Power Pack program with unused food that is collected
- Pop Up Food Pantry
- Partner with sister school & donate surplus food to families in need

## RECYCLING FEED ANIMALS, INDUSTRIAL USES, COMPOSTING

- Provide organic waste to animal farmers as feed
- Send food scraps to anaerobic digester
- Recycle waste vegetable oil to be used as biofuel
- Community or on-site composting of organic waste

<sup>64</sup> This list is not exhaustive and options are not exclusive to the listed institution type. More ideas can be found at <https://www.epa.gov/sustainable-management-food/food-loss-prevention-options-grade-schools-manufacturers-restaurant>

<sup>65</sup> LeanPath is one tool institutions can use to monitor kitchen waste. It may be cost prohibitive for some, but a manual log or less costly tool could also be used to monitor kitchen waste. <http://www.leanpath.com>

<sup>66</sup> From Food Bus: <http://foodbus.org/toolkit/>

# APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

## PROCESSING CATEGORY

### UNPROCESSED AND MINIMALLY PROCESSED FOODS AND BEVERAGES

## DEFINITION

**Unprocessed and minimally processed foods and beverages** include single-ingredient foods or beverages, which have undergone no or slight alterations after separation from nature, such as cleaning, removal of unwanted or inedible parts, fractioning, grinding, roasting, boiling, freezing, drying, fermentation, or pasteurization. These do not include any added oils, fats, sugar, salt or other substances, but may include vitamins and minerals typically to replace those lost during processing. Simple combinations of two or more unprocessed or minimally processed foods, such as granola made from cereals, mixtures of frozen vegetables, and unsalted, unsweetened, dried fruit and nut mixtures, remain in this group. As a general rule, additives are rarely present in food items in this group.<sup>68, 69, 70, 71, 72</sup>

### MODERATELY PROCESSED FOODS AND BEVERAGES

**Moderately processed foods and beverages** are simple products manufactured by industry typically with few ingredients including unprocessed or minimally processed foods and salt, sugar, oils, fats and other substances commonly used as culinary ingredients.<sup>74, 75, 76, 77</sup> Additives are sometimes added to foods in this group.<sup>78</sup>

## EXAMPLES

Examples include, but are not limited to fresh, chilled, frozen, vacuum- packed fruits, vegetables, including those with antioxidants, roots, and tubers; cereal grains and flours made with these grains; cereal products, such as plain oatmeal; fresh or dry pasta or noodles (made from flour with the addition only of water); fresh, frozen and dried beans and other pulses (legumes); dried fruits and 100% unsweetened fruit juices; fresh or dried mushrooms; unsalted nuts and seeds; fresh, dried, chilled, frozen meats, poultry and fish; fresh and pasteurized milk, ultra-pasteurized milk with added stabilizers, fermented milk such as plain yogurt; spices such as pepper, cloves, and cinnamon; herbs such as fresh or dry thyme, mint, and cilantro; eggs; teas, coffee, herb infusions, tap water, bottled spring water.<sup>73</sup>

Examples include, but are not limited to breads; cheese; sweetened fruits and fruits in syrup with added anti-oxidants; dried salted meats with added preservatives; canned foods preserved in salt or oil; cereal products with tocopherols (Vitamin E), such as instant oatmeal with sugar and cinnamon or whole wheat kernels combined with flaxseed, salt, and barley malt; tofu, tempeh, and certain kinds of bean and vegetable burgers; and multi-ingredient foods and beverages manufactured and packaged by industry that contain no ingredients only used in ultra-processed products.

<sup>67</sup> Courtesy of San Diego County Department of Public Health

<sup>68</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1-3, 28-38.

<sup>69</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>70</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubabarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>71</sup> Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition*. doi:10.3945/ajcn.114.100925

<sup>72</sup> Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

<sup>73</sup> Monteiro, C.A., Levy, R.B., Claro, R.M., Castro, I.R.R.D., & Cannon, G. (2010). A new classification of foods based on the extent and purpose of their processing. *Cadernos de saude publica*, 26(11), 2039-2049.

<sup>74</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1-3, 28-38.

<sup>75</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>76</sup> Monteiro CA, Cannon G, Levy RB, Claro RM, Moubabarac J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>77</sup> Poti, J. M., Mendez, M. A., Wen Ng, S., & Popkin, B. M. (2015). Is the degree of food processing and convenience linked with the nutritional quality of foods purchased by US households? *American Journal of Clinical Nutrition*. doi:10.3945/ajcn.114.100925

<sup>78</sup> Classes of additives sometimes added to foods and beverages in this category include nutrient supplements, curing and pickling agents, leavening agents (in simple breads), enzymes (in cheese), stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation or stabilizers.

# APPENDIX C: LEVELS OF PROCESSING – DEFINITIONS

## PROCESSING CATEGORY

### ULTRA-PROCESSED FOOD AND BEVERAGE PRODUCTS

## DEFINITION

**Ultra-processed food and beverage products** are industrial formulations typically with many ingredients including salt, sugar, oils and fats, but also substances not commonly used in domestic cooking and additives whose purpose is to imitate sensorial qualities of unprocessed or minimally processed foods and culinary preparations of these foods. Minimally processed foods are a small proportion of or are even absent from ultra-processed products.<sup>79, 80, 81, 82</sup>

## CULINARY INGREDIENTS

**Culinary ingredients** are substances obtained from unprocessed or minimally processed foods, or nature, and commonly used to season and cook unprocessed or minimally processed foods in the creation of freshly prepared dishes. Items in this group are rarely consumed alone. Combinations of two or more culinary ingredients, such as oil and vinegar, remain in this group. As a general rule, additives are rarely present in these foods and beverages.<sup>83, 84, 85, 86</sup>

## FRESHLY PREPARED FOODS AND BEVERAGES

**Freshly prepared foods and beverages** are handmade preparations composed of unprocessed or minimally processed foods and culinary ingredients.<sup>87</sup>

## EXAMPLES

Examples include, but are not limited to industrially manufactured sports drinks; regular and diet sodas; flavored milks; energy drinks; meal replacement or dietary supplement drinks or foods; cereal products with tocopherols (Vitamin E) and an assortment of additives, such as FD&C Blue No. 1 and 2, caramel color; gelatin; high fructose corn syrup; dextrose or hydrogenated vegetable oil; sweet and/or savory snacks; ice cream; cakes and cake mixes; pastries; candies; chocolate bars; energy bars; granola bars; snack chips and mixes; packaged desserts; grain-based desserts and breads; margarine; condiments; instant sauces and soups; hot dogs; sausages; luncheon meats; chicken patties and nuggets; breaded fish and sticks; frozen and packaged meals; prepacked pizza; fast food; and other foods with ingredients not usually sold to consumers for use in freshly prepared foods.

Examples include, but are not limited to butter, lard, and vegetable oils; milk, cream; sugar and molasses obtained from cane or beet; honey extracted from combs and syrup from maple trees; salt and iodized salt; starches; vegetable oils with added antioxidants; and vinegar with added preservatives.

Examples include, but are not limited to any scratch prepared foods and beverages made with unprocessed or minimally processed foods and culinary ingredients made at home, a cafeteria, or food service operation such as hummus; salsa; salads; mixed vegetables; stir fry; mashed potatoes; soups; casseroles; cooked meats, poultry, or fish; pies, cakes, and cookies; and coffee, tea and lemonade.

<sup>79</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1–3, 28–38.

<sup>80</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>81</sup> Monteiro C.A., Cannon G., Levy RB, Claro RM, Moubarek J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>82</sup> Ultra-processed products may include an assortment of additives or ingredients not typically found in unprocessed/minimally processed and moderately processed foods or culinary ingredients. Examples of substances only found in ultra-processed products include some directly extracted from foods, such as casein, lactose, whey, and gluten, and some derived from further processing of food constituents, such as hydrogenated or interesterified oils, hydrolyzed proteins, soy protein isolate, maltodextrin, invert sugar and high fructose corn syrup.

<sup>83</sup> Monteiro C.A., Cannon G., Levy R.B. et al. NOVA. The star shines bright. [Food classification. Public health] *World Nutrition*. January–March 2016, 7, 1–3, 28–38.

<sup>84</sup> Food and Agriculture Organization of the United Nations (2015) Guidelines on the collection of information on food processing through food consumption surveys. Rome: FAO.

<sup>85</sup> Monteiro C.A., Cannon G., Levy RB, Claro RM, Moubarek J-C. (2015). Ultra-processing and a new classification of foods. In: Neff R (ed) *Introduction to the US food system: Public health, environment, and equity*. Johns Hopkins Center for a Livable Future. San Francisco, CA: Jossey-Bass, 2015.

<sup>86</sup> Classes of additives that may infrequently be added to foods and beverages in this category include nutrient supplements, curing and pickling agents, stabilizers (in fluid milk or yogurt only), and anti-oxidants or antimicrobial agents to preserve original properties or prevent microorganism proliferation.

<sup>87</sup> Nutrient Profile Model. (2016). Pan American Health Organization.



187718  
**ORDINANCE NO. \_\_\_\_\_**

An ordinance adding a new Article 27 to Chapter 1, Division 10 of the Los Angeles Administrative Code relative to the reduction of single-use plastics, including reusable alternatives, zero-waste events, facilities, and related matters.

**THE PEOPLE OF THE CITY OF LOS ANGELES  
DO ORDAIN AS FOLLOWS:**

Section. 1. A new Article 27 is added to Chapter 1, Division 10 of the Los Angeles Administrative Code to read as follows:

**CHAPTER 1, ARTICLE 27**

**ZERO WASTE CITY FACILITIES AND EVENTS ON CITY PROPERTY**

**Sec. 10.53. Legislative Findings and Purpose.**

**A. Findings.** The City Council hereby finds and declares as follows:

1. The City of Los Angeles recognizes that, as a city government, it is a large consumer of goods and producer of waste, including its consumption of food or beverages and related Foodware and Foodware Accessories. The City holds a proprietary interest in its own activities and in activities of those using or operating in City facilities or on City Property, including lessees and permittees. Furthermore, the City recognizes the ways that these activities taking place in City facilities or on City Property can positively or negatively affect the environment.

**B. Purpose.** This article is adopted to accomplish the following purposes:

1. The City shall adopt zero waste policies by specifying ways for eliminating the use of Single-use plastics, including banning Expanded Polystyrene Foodware products and Single-use or Disposable containers at City facilities or events on City Property. Food and beverage providers operating on City Property can and should be required to supply reusable containers and shall permit customers to use their own reusable Foodware or Foodware Accessories. The City can effectuate positive environmental change in its proprietary capacity in additional ways by reducing food waste through rescue or recovery of Surplus Edible Food, participating in use of blue bins for recyclables, and using green bins for food waste and food-contaminated paper Foodware.

2. The City shall promote its zero waste policies by requiring mandatory provisions in contracts associated with use of or operations in City facilities or on City Property by Food or Beverage Providers.

### **Sec. 10.53.1. Definitions.**

The following definitions shall apply throughout this article:

- A.     **“City”** means the City of Los Angeles.
- B.     **“Contract”** means any agreement, franchise, lease, application, permit, or concession related to use, occupancy, or operation in any City Facility or on City Property as a Food or Beverage Provider.
- C.     **“Contractor”** means any Person with a Contract as defined in this article.
- D.     **“City Event”** means any event hosted or organized by the City, or any of its officers, offices, or departments, that takes place in a City Facility or on City Property.
- E.     **“City Facility”** means all structures owned, operated, controlled, or maintained by the City.
- F.     **“City Property”** means all real property owned, operated, controlled, or maintained by the City.
- G.     **“Community Event”** means an event as defined by the California Retail Food Code Section 113755 or any successor section.
- H.     **“Designated Administrative Agency”** or **“DAA”** means the Department of Public Works, Bureau of Sanitation.
- I.     **“Disposable”** means designed to be used once and then discarded, and not designed for repeated use and sanitizing.
- J.     **“Expanded Polystyrene”** or **“EPS”** means molded Expanded Polystyrene, a rigid closed cell foam plastic labeled as “#6” plastic or resin. EPS also is referred to as “foam” and “Styrofoam”™.
- K.     **“Food or Beverage Provider”** means a Contractor that sells or otherwise provides food or beverages for consumption on or off its premises, and includes, but is not limited to, a shop, sales outlet, restaurant, bar, pub, coffee shop, coffee stand, juice and/or smoothie bar, cafeteria, caterer, convenience store, liquor store, grocery store, supermarket, delicatessen, farmers market, theater, mobile food truck, roadside stand, kiosks, carts, concession stand, vending machine operator, or a Vendor (as defined in Section 42.13 of the

Los Angeles Municipal Code or any successor provision) or any organization, group, or individual that provides food or beverages.

L. **“Food Rescue Organization”** means any Person that performs food recovery services by collecting edible food that would otherwise go to waste and redistributing it consistent with applicable laws and regulations.

M. **“Food Scraps”** means solid waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, coffee grounds, and other food that results from the distribution, storage, preparation, cooking, handling, selling, or serving of food for human consumption. Food Scraps include, but are not limited to, excess, spoiled, or unusable food and includes inedible parts commonly associated with food preparation such as pits, shells, bones, and peels. Food Scraps do not include liquids or large amounts of fat, oils, or grease and meats which are collected for rendering, fuel production, or other non-disposal applications, or any food fit for human consumption that has been set aside, stored properly, and is accepted for donation by a charitable organization, or any food collected to feed animals in compliance with applicable regulations.

N. **“Foodware”** means plates, bowls, cups, serving dishes, containers, or any other item in which a food or beverage product is served.

O. **“Foodware Accessory”** means any item that accompanies a food or beverage served in Foodware, including, but not limited to, items defined in Section 196.01 of the Los Angeles Municipal Code (LAMC) or any successor provision: Utensils, Condiment Packets, Disposable Plastic Drinking Straws and all other Disposable drinking straws, stirrers, splash sticks, cocktail sticks, toothpicks, napkins, wet-wipes, cup or bowl lids, cup sleeves, and beverage trays.

P. **“Person”** means any individual, proprietorship, partnership, joint venture, corporation, limited liability company, trust, association or other entity that may enter into a Contract.

Q. **“Pre-Consumer Food Scraps”** means Food Scraps from the preparation of food or beverages.

R. **“Prepackaged Meals/Food Items”** means food or beverages that are prepackaged in Foodware.

S. **“Post-Consumer Food Scraps”** means Food Scraps remaining following consumer consumption of prepared food or beverages, including, but not limited to, remnants on or in Foodware.

T. **“Rules and Procedures”** means the rules and procedures relating to zero waste policies promulgated by the DAA for waste prevention at City Facilities and events held on City Property to promote source reduction and reuse and/or recycling, and mandate requirements for executing Contracts under this article.

U. **“Single-use”** means Disposable.

V. **“Surplus Edible Food”** means food that is edible and intended for people to eat, including food not sold because of appearance, age, freshness, grade, size, and includes, but is not limited to, prepared foods, packaged foods, or produce.

**Sec. 10.53.2. Mandatory Provisions Pertaining to City Facilities and City Events on City Property.**

A. Notwithstanding any other provision of this Code or the LAMC to the contrary, every Contract shall include provisions obligating the Contractor to comply with the City's zero waste policies.

1. Mandatory provisions shall include:

(a) **Donation of Surplus Edible Food to a Food Rescue Organization.** The Contractor must make advance arrangements with a Food Rescue Organization and donate to a Food Rescue Organization any Surplus Edible Food that will not be stored for later sale, or that will not be given to the Contractor's employees or volunteers, whether for off-site or on-site (dine-in) consumption. Depending on the regularity of the production of Surplus Edible Food, the Contractor shall make arrangements with the Contractor-selected Food Rescue Organization at the appropriate frequency, as determined by the Contractor for donations of Surplus Edible Food. Donation of Surplus Edible Food shall be consistent with applicable laws and regulations, including an exception for Community Events. The Contractor may not dispose of Surplus Edible Food, except as prohibited by applicable law or regulation.

(b) **Recycling of Food Scraps.** Contractors must deposit Pre-Consumer Food Scraps and Post-Consumer Food Scraps into designated collection bins as provided by the City. The Rules and Procedures shall identify acceptable Pre-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, all Food Scraps, including raw and cooked meat and bones. The Rules and Procedures shall identify acceptable Post-Consumer Food Scraps for depositing into the collection bins, which may include, but are not limited to, bread, coffee grounds, dairy, fish, fruit, meat, vegetables, all-paper tea bags, and food

or beverage contaminated paper products. Contractors who deposit disallowed items in any designated collection bins shall be subject to a liquidated damage for contamination of \$50 for each collection bin contaminated by the Contractor. This contamination liquidated damage may be deducted from any deposit as permitted under applicable law, or as invoiced by the City. Contractors are encouraged to utilize all portions of foods that they prepare, such as vegetable and fruit foliage, stems, and peels, rather than disposing these items.

(c) **Meal Portion Sizes.** Contractors shall offer half portions, child portions, and a la carte options and avoid garnishes that are not commonly eaten.

(d) **No Disposable Foodware.**

(1) Contractor shall not provide Disposable Foodware for dine-in meal service or catered service. Contractors may permit purchase by customers of reusable, to-go Foodware (i.e., through a vending machine or other similar food container system).

(2) Contractor shall use only recyclable or compostable Foodware for to-go service. Recyclability and/or compostability shall be determined as specified in the Rules and Procedures.

(3) For all meal service, Contractors shall dispense or serve beverages in reusable or recyclable cups, or in recyclable bottles or cans made of glass, metal, or recyclable plastic. When practicable and in the discretion of the Contractor, the Contractor may dispense beverages in their original bottles and cans.

(4) Contractors shall allow customers to provide their own reusable and clean Foodware.

(5) Contractors shall not provide water in plastic bottles or in Disposable cups. Contractors shall provide hydration or bottle refill stations.

(e) **No Disposable Foodware Accessories.** Contractor shall not provide Disposable Foodware Accessories, except as otherwise provided in this article.

(1) Contractors shall serve any Condiments in dispensers, such as manual or electric pump dispensers or their equivalent.

(2) For dine-in meal service or catered service, Contractors shall use only reusable (i.e., washable and cleanable) napkins and tablecloths. Contractors shall not provide Disposable napkins or tablecloths at dine-in meal service or catered service.

(3) Contractors may provide Disposable napkins for take-out, but any Disposable paper napkins shall be unbleached and contain a minimum of 30% post-consumer recycled content. The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

(f) **No EPS.** Contractors shall not use EPS Foodware or EPS products of any kind.

(g) **Incentives to Customers of Dine-in Service.** Contractors who provide dine-in service shall provide incentives to customers for dine-in or on-site food consumption by allowing reusable Foodware and Foodware Accessories. Contractors shall offer a discount to customers who provide their own reusable Foodware for beverages or for food. Contractors shall inform customers of any such discounts consistent with the Rules and Procedures.

(h) **Recycling Program Participation.** Contractors must offer a recycling collection program (i.e., recycling bins and foodwaste bins) identical to the City's curbside residential and City facilities recycling programs, as specified in the Rules and Procedures.

(i) **Restroom Supplies.** Contractors shall equip any restrooms accessible to customers with electric hand dryers, to the extent feasible, and by no later than January 1, 2025. If the City provides composting or other processing of used restroom paper towels, then in any restrooms accessible to customers of Contractors, Contractors shall collect and separate used paper towels from other restroom sanitary waste for depositing into designated collection bins, or deliver the used paper towels to designated sites, for composting consistent with the Rules and Procedures. In any restrooms accessible to customers, Contractors shall provide hand soap in refillable containers.

(j) **Signage by DAA.** The Rules and Procedures shall include sample language Contractors can use to explain the rationale for various waste prevention measures for use on signs, menus, and other communications mechanisms, as determined by the Contractor. The

Rules and Procedures will specify how and where Contractors must display information or signage about zero waste measures.

**(k) Composition of Paper Requirements for Informational Literature.** Contractors who distribute informational literature (i.e., brochures, flyers) printed on paper, including, but not limited to, Community Events or catered events, shall use recyclable paper that contains a minimum of 30% postconsumer recycled content and shall include text on the printed paper that refers to the percentage of postconsumer content, such as "Printed on paper that contains 30% postconsumer recycled content" or "Contains 30% postconsumer recycled content." The minimum percentage of postconsumer recycled content may be increased according to applicable law, and as specified in the Rules and Procedures.

**(l) Requirements for Composition of Promotional Items.**

**(1)** Contractors may only provide promotional items that are functional, including, but not limited to, rulers, plate scrapers, pencil sharpeners, or reusable shopping bags.

**(2)** Contractors shall not provide any promotional items made of plastic or any synthetic fabric.

**(m) No Disposable Plastic Carry-out Bags for Certain Establishments.** Contractors who are not "stores" as defined by California Public Resources Code Section 42280 or any successor provision shall not provide to customers plastic bags, or bags that are made wholly or partially of synthetic fabrics, including recycled PET plastic. Contractors may provide or sell to customers Disposable paper bags and/or reusable cloth bags.

**B.** All Contractors who enter into Contracts with the City shall include mandatory provisions specified in the Rules and Procedures in all subcontracts awarded for work to be performed under the Contract with the City.

**C.** Failure of the Contractor to comply with the requirements of this article shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, the termination of the Contractor's Contract with the City.

**D.** Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.

**Sec. 10.53.3. Administration.**

The DAA shall administer the requirements of this article. The DAA shall promulgate Rules and Procedures consistent with this article for the implementation of the provisions of this article.

**Sec. 10.53.4. Application of this Article.**

The provisions of this article shall apply to all Contracts and amendments to Contracts entered on or after January 1, 2023, or after the effective date of this article, whichever is later.

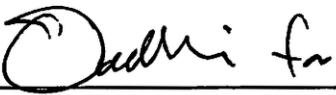
**Sec. 10.53.5. Severability.**

If any part or provision of this article, including, but not limited to, a section, subsection, paragraph, sentence, phrase or word, or the application thereof to any Person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remainder of this article. The City Council hereby declares that it would have adopted this article and each and every section, subsection, paragraph, sentence, phrase and word thereof not declared invalid or unconstitutional, without regard to whether any portion of this article would be subsequently declared invalid or unconstitutional.

Sec. 2. The City Clerk shall certify to the passage of this ordinance and have it published in accordance with Council policy, either in a daily newspaper circulated in the City of Los Angeles or by posting for ten days in three public places in the City of Los Angeles: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality

MICHAEL N. FEUER, City Attorney

By 

ADENA HOPENSTAND  
Deputy City Attorney

Date 12/7/22

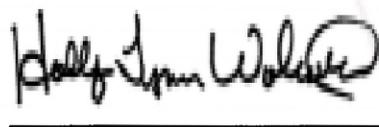
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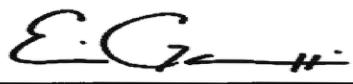
[M:\GENERAL COUNSEL DIVISION\ORDINANCES AND REPORTS\ORDINANCES - FINAL YELLOW\Ordinance REVISED Zero Waste City facilities and events - LAAC 10.53 et seq.docx Document file path]

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR





Ordinance Passed December 6, 2022

Approved 12/10/2022

Posted Date: 12/14/2022  
Ordinance Effective Date: 01/23/2023