



City of Los Angeles

Department of Recreation and Parks

Request for Proposal

For the Operation and Maintenance of the

STONEY POINT RANCH EQUESTRIAN CENTER

CON-M24-001



Release Date: June 17, 2024
Pre-Proposal Conference: July 16, 2024 (see Exhibit B)
Due Date: September 17, 2024 (see Exhibit B)

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FOR THE OPERATION AND MAINTENANCE OF THE
STONEY POINT RANCH EQUESTRIAN CENTER CONCESSION

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REQUEST FOR PROPOSAL
FOR THE OPERATION AND MAINTENANCE OF THE
STONEY POINT RANCH EQUESTRIAN CENTER CONCESSION

PART I – PROPOSAL INFORMATION

I. INTRODUCTION

The City of Los Angeles Department of Recreation and Parks (RAP) seeks a well-qualified business entity to operate and maintain the Stoney Point Ranch Equestrian Center located in the Chatsworth neighborhood in the City of Los Angeles (City).

Term Ten (10) years plus two five (5) year options.

Facility Stoney Point Ranch Equestrian Center

Compensation The fee to be paid by the Operator to RAP, is the greater of a Minimum Annual Guarantee (MAG) or a Percentage of Gross Receipts (PGR), as determined monthly. The minimum acceptable MAG is Forty Thousand Dollars (\$40,000.00) and will become effective in year five of the agreement. The minimum PGR ranges from eight percent (8%) to twenty percent (20%) for various categories. See Section IV. Compensation Plan of this RFP.

Proposers shall demonstrate the ability to operate a first class equestrian facility, clearly articulate achievable plans for an innovative and profitable operation, and be able to document compliance with all applicable laws and regulations.

RAP's goals for providing concession opportunities are to provide the public with high quality services and 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 ten-year concession 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:

- Equip and restore the Stoney Point Ranch
- Provide a first class equestrian boarding facility and equestrian related services, products and activities.
- Operate a well-maintained, modern, family friendly equestrian facility
- Host clinics of various equine styles for adults and youth and teaching equine care.
- Host equestrian related community events
- Work in cooperation with RAP and all of its affiliates during the normal course of business and as unforeseeable circumstances arise.
- Provide boarding services at reasonable rates.

- Meet the needs and expectations of the City, ranch patrons, and the neighboring community.
- Provide trail riding access plan as an option to the public.
- Maintain the cleanliness and appearance of the concession to the satisfaction of RAP by providing on-going maintenance of structures, furnishings and equipment.
- Establish and increase a strong customer base through the use of marketing and advertising tools and outreach to the community.
- Implement, maintain, and enforce all health and safety rules and regulations.
- Generate the highest possible revenue to the concessionaire and the City.
- Display awareness of the demographics and special needs of the community.
- Interact with boarders, trainers, and all visitors in a respectful, courteous and professional manner.
- Work with community groups in hosting the traditional Day of the Horse event at the facility, usually presented on an annual basis

III. CONCESSION DESCRIPTION

Stoney Point Ranch occupies approximately five (5) acres of land adjacent to the City's Stoney Point Park. The campus is comprised of residential buildings, limited parking spaces, two horse arenas, maintenance shops, a round pen, horse barns, over eighty (80) equine pipe and box stalls, about sixty (60) of which are pipe stalls sized at 12' X 24' and several western themed structures suitable for film and photo shoots.

The City will determine the future use or non-use of the main residential dwelling and the garage at the front of the property and the small dwelling structure at the west end of the property. The City will also repair the perimeter fencing.

While the City is still evaluating the best use of the existing dwelling units, proposers may suggest future uses of the main ranch house, garage and small dwelling unit at the west end of the property, including proposing renovation or demolition and/or providing alternative structures for restrooms, security and administrative staff.

Note that the facility is not connected to the City's sewage system. The main house is connected to a septic tank.

Please note that most of the fixtures and all equipment, including pipe stalls, are claimed as being owned by the current operator and are not considered as part of the premises for purposes of this RFP. The new operator may have the option to negotiate the purchase of fixtures and other removable items from the business operating on the premises.

Stoney Point Ranch has hosted equestrian events in the past and RAP expects the new operator to continue that tradition by hosting a popular community equestrian event, Day of the Horse and United States Equestrian Federation (USEF) sanctioned events, competitions and activities, upon RAP review and approval.

Stoney Point Ranch currently houses approximately sixty-five horses in stables and pipe stalls. Current boarding fees range from \$300-\$400/month, depending on location and services provided. This amounts to approximately Two Hundred Fifty Thousand Dollars (\$250,000.00) in

annual fees collected. Rental riding services, trail access and riding lessons have been offered over the years.

The awarded contract must fulfill the City of Los Angeles Department of Animal Services Boarding Stable Checklist Required Items. See Exhibit L.

IV. PROPOSAL ITEMS

Proposals should include detailed responses for each Proposal Item. The highest ranked Proposer will be awarded a Concession Agreement (Agreement) and will be expected to deliver all Proposal Items as described in their proposal and in the Agreement. If selected for award, Proposers must be willing and able to commit to the Proposal Items and all provisions contained in the Sample Agreement (Exhibit E), 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 include a response to all items listed in Section II, "Objective".

- A. Background and Experience
- B. Business Plan
- C. Management and Operational Plan
- D. Compensation Plan
- E. Concession Improvements

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 – Refer to Exhibit B

Proposers must provide a written explanation of their background and experience in providing coordinated equestrian and hospitality services (if proposed) in their response to this RFP. **A minimum of five years of experience in operating a similar business within the last ten years is required.** Refer to Exhibit B – 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 experience requirement. For the Level II review, Proposers will be awarded points based on the experience that exceeds the minimum experience requirements.

B. Business Plan - Refer to Section II Objectives

Concessionaire will manage the concession operation and work in conjunction with RAP staff to deliver high quality equestrian boarding, training, horse rentals, horse riding instruction and equestrian event services. Proposals may also include plans to host business, social, hospitality and

memorable life events for the general public and RAP facility patrons. The proposed Business Plan must address all of the objectives of this RFP as stated in Section II.

All City, County and State permits and licenses for operating the Concession, including but not limited to required City Business Tax Registration, State Seller's, Animal Services Department and Los Angeles County Health Services Department Permits, Alcohol Beverage Control (if applicable), etc., must be maintained throughout the term of the Agreement. Additionally, proposers should provide:

- A barn management plan.
- A stall, barn, facility cleaning and maintenance plan.
- A bedding, feeding and water schedule for boarded horses.
- A facility security plan (24 hrs/day, seven days/week).
- An over-night horse safety check plan.
- A twenty-four hour boarders access plan.
- An emergency evacuation plan in coordination with the City.
- A health and biosecurity protocols plan re infectious equine diseases in coordination with the City and State of California for the safety of both boarded and visiting horses.
- Description of a designated quarantine area in the event of a disease outbreak.
- Description of a separate area for visiting horses to trailer in.
- A plan to ensure that the facility will provide safe, clean plumbing, electrical and natural gas access, fixtures and equipment, if utilized within the facility.
- Description of adequate storage space for boarders.
- Any proposed re-configuration of the premises, including the installation of new stalls, barns and office or residential facilities.
- A plan for arena footing maintenance and enhancements on a regular basis according to industry standards.

Proposers expressly agree to comply with all CITY and RAP food and beverage programs as it relates to any offered snack, beverage or meal services, if offered at approved events.

Additional Services and Special Events

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.

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 G. An electronic version of the Pro Forma is available at: <https://www.laparks.org/concession-opportunities>. Click on the link to "Stoney Point Ranch Equestrian Center Concession RFP"; 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 the Pro Forma in electronic format with their proposal. The Pro Forma covers anticipated operations for the initial ten-year term of the Agreement and the first additional five-year extension option. Projections should demonstrate sound financial planning, be realistic and achievable and support all elements of the proposal.

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

- **Pro Forma Profit and Loss:** Projections for the ten-year term and the first additional five-year extension option, 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 patronage 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 managing and operating a first class equestrian center. Discuss and display the following information:

C.1 Staffing Plan

Proposals must include a year-round operation plan for the Concession. The plan must include a staffing and management plan showing the names and qualifications of key personnel and the organizational structure, a detailed facility maintenance schedule and methods of accounting and controls.

A full time General Manager whose sole focus is operating the center must be identified in the proposal along with a description of their relevant experience. Additionally, proposals must include positions for staff that will report to the General Manager and cover responsibilities as follows:

- Boarding, Lessons, Training, Trail Access (if provided)

- Equestrian Shows and Competitive Events
- Food and Beverage Services (if offered)
- Facility Maintenance
- Facility Events (business, hospitality, social and/or memorable life events)

Provide an outline of key positions in the proposal, including resumes of the proposed staff to fill these positions.

C.2 Customer Service Plan

Throughout the life of the Agreement, equestrian stalls, stables and facilities will be utilized by regular patrons and guests. Proposers must submit a plan detailing how the customer service needs of the various groups utilizing the facilities will be met in a timely manner, including plans for temporary, visiting and evacuee horses.

Proposers should also address the following customer service needs:

- How patron, boarder and guest 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 and patron guarantees, exchange or refund policies.
- Temporary boarding of evacuee and/or visiting equine animals

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 Facility 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.
- Provide plan to handle manure collection and composting in the most efficient and sanitary manner. If composting will occur on the premises, seek solid waste permit from City of Los Angeles Sanitation & Environment Department (LASAN).

Include limits to amounts stored on site, runoff mitigation and clean-up at contract termination.

- Describe pest (bugs and birds) and rodent mitigation plans.
- Describe dust mitigation plans.

C.5 Sustainability

RAP is committed to improving environmental sustainability in our parks. We require that items stocked on RAP property utilize sustainable materials and packaging, such as paper, compostable materials and aluminum, instead of plastic. **The sale of individual plastic bottled water is prohibited.**

D. Compensation Plan

A concession fee payment shall be made monthly by the concessionaire to RAP, to be proposed as follows:

NOTE: ONLY ONE PAYMENT PLAN PER SUBMITTAL. 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 H) must be completed and submitted with each proposal.

Concessionaire shall pay:

For contract years one through four:

- A Percentage of Gross Receipts (PGR) as bid by the Proposer.

For contract years five through ten:

The greater of:

- One twelfth of the proposed Minimum Annual Guarantee (MAG), **OR**,
- A Percentage of Gross Receipts (PGR) as bid by the Proposer.

The **minimum** acceptable percentages by category are:

Boarding and Equine Services	8%
Food and Non-alcoholic beverages (if proposed and approved)	6%
Alcohol (if proposed and approved)	14%
Special Events (with approval)	20%
Retail	8%

(Proposers may propose a higher rate than the minimum percentages listed above for the various service categories.)

If the MAG is not met by the end of each contract year, the difference between the actual payment received by RAP and the MAG will be due to RAP by the fifteenth day of the following month for the preceding contract year.

- The financial offer must be stated in terms of a MAG and a PGR. For the definition of gross receipts, refer to Exhibit E, Sample Agreement, Section 5.C.
- The financial offer must be indicated on the Financial Offer Form (Exhibit H)
- The MAG and PGR, must also be indicated in the Pro Forma Financial Statement Submittal Form (Exhibit G).
- Proposers must provide justification, based on their financial projections, planning, and relevant market research, that the proposed concession fees are competitive as well as sustainable and realistic.

Additional Revenue Opportunities

Proposers may include additional revenue opportunities in their proposals. This portion of the proposal is optional. Additional revenue opportunities may be considered in the Level II evaluation; however, proposers will not be penalized if additional revenue opportunities are not included in their proposal.

E. Concession Improvements

The City of Los Angeles General Services Department conducted a survey of facility structures and stables on the premises. The findings are attached in Exhibit K. Proposers should review the home inspection report and visit the site in order to prepare a response to this proposal item as evaluation points will be awarded for proposed solutions to improve the facilities.

If demolition of any of the structures on the property is proposed, present a timeline of the demolition and provide a structure replacement plan.

Proposers may consider utilizing mobile housing and office units for over-night staff during construction or transitional activities.

Proposals must detail improvements, including suggested construction illustrations which will create an attractive environment as well as plans to maintain the facility in an attractive condition throughout the term of the Agreement. Construction of all the below listed improvements are expected to be completed within the first eighteen months of operation. It is required that maintenance of the improvements be ongoing.

E. 1 Minimum Required Concession Improvements include:

- Ensure that all facility refurbishments and improvements meet current health and building codes (Los Angeles County Health Services Department and City of Los Angeles Department of Building and Safety).
- Fulfill Americans with Disabilities Act (ADA) compliance items within facility barn and stall areas, excluding main residential dwelling and front parking area.

- Inspect and restore facility arena footings to United States Equestrian Federation (USEF) recommended specifications.
- Provide restroom facilities for boarders and facility guests.
- Replace and install new lighting systems in all barns and stall areas with a system that is efficient and satisfies all City, County and/or State Fire and Safety Codes.
- Install new agricultural fan systems in all barns and stalls with a system that is efficient and satisfies all City, County and/or State Fire and Safety Codes.
- Install a new fire suppression system in all barn and stall facilities satisfying all City, County and/or State Fire and Safety Codes, where applicable.
- Install and maintain industry standard feeding and watering systems for boarded horses.
- Obtain all necessary permits and licenses

The above listed concession improvements must be completed within the first eighteen months of operation of the awarded Concession Agreement. If the concessionaire determines that this timeline cannot be met, they must notify RAP in writing within one year of the commencement of the Agreement, with an explanation of the reasons for the delay.

Proposals should also include mid-term refurbishment considerations that may be implemented during the term of the agreement.

Proposers must complete and submit a Concession Improvements Offer Form which specifies the dollar amounts for the required and optional improvements. The form may be found in Exhibit J.

E.2 Equipment

Concessionaire must furnish all Concession related equipment, including but not limited to, facility, kitchen (if applicable) and/or maintenance related equipment, internet and security systems. Concessionaire must maintain all equipment in good working condition. All required servicing of equipment and machines must be provided in a timely manner throughout the term of the Agreement. A list of the equipment to be provided and installed by proposer and a maintenance plan must be included in the proposal.

E.3 Optional Improvements:

Interested parties may propose additional improvements as part of their response. Improvements are to be completed at the concessionaire's expense including, but not limited to, all permits and licenses. Proposers are to list the improvement projects that will be provided, updated, or enhanced; describe the reasons for these improvements; and state the dollar value of each project.

V. EVALUATION AND AWARD

A. Evaluation Process and Criteria

Evaluation of proposals will consist of two levels. **Each proposer must pass Level I, by fulfilling the Administrative Requirements (Exhibit C), 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 B)
- Proposal Deposit – Five Thousand (\$5,000.00)
- Experience and References (Exhibit B)
- Financial Capacity (Exhibit B)
- Compliance Documents (Exhibit D)
- Pro Forma (Exhibit G)
- Financial Offer Form (Exhibit H)
- Terms and Conditions Acceptance Form (Exhibit I)
- Concession Improvements Offer Form (Exhibit J)

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:

STONEY POINT RANCH EQUESTRIAN CONCESSION RFP EVALUATION CRITERIA	
DESCRIPTION	WEIGHT
BACKGROUND AND EXPERIENCE	15%
BUSINESS PLAN	20%
MANAGEMENT AND OPERATIONS PLAN	20%
CONCESSION IMPROVEMENTS	30%
COMPENSATION PLAN	15%
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 will include in-person interviews of the proposal principals of the proposals that pass Level I. 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, if any, stating publicly the reasons for their action.

B. Award

RAP shall notify all proposers in writing of the General Manager's recommendation. Agreements are deemed to be 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 Twenty Thousand Dollars (\$20,000.00).

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)

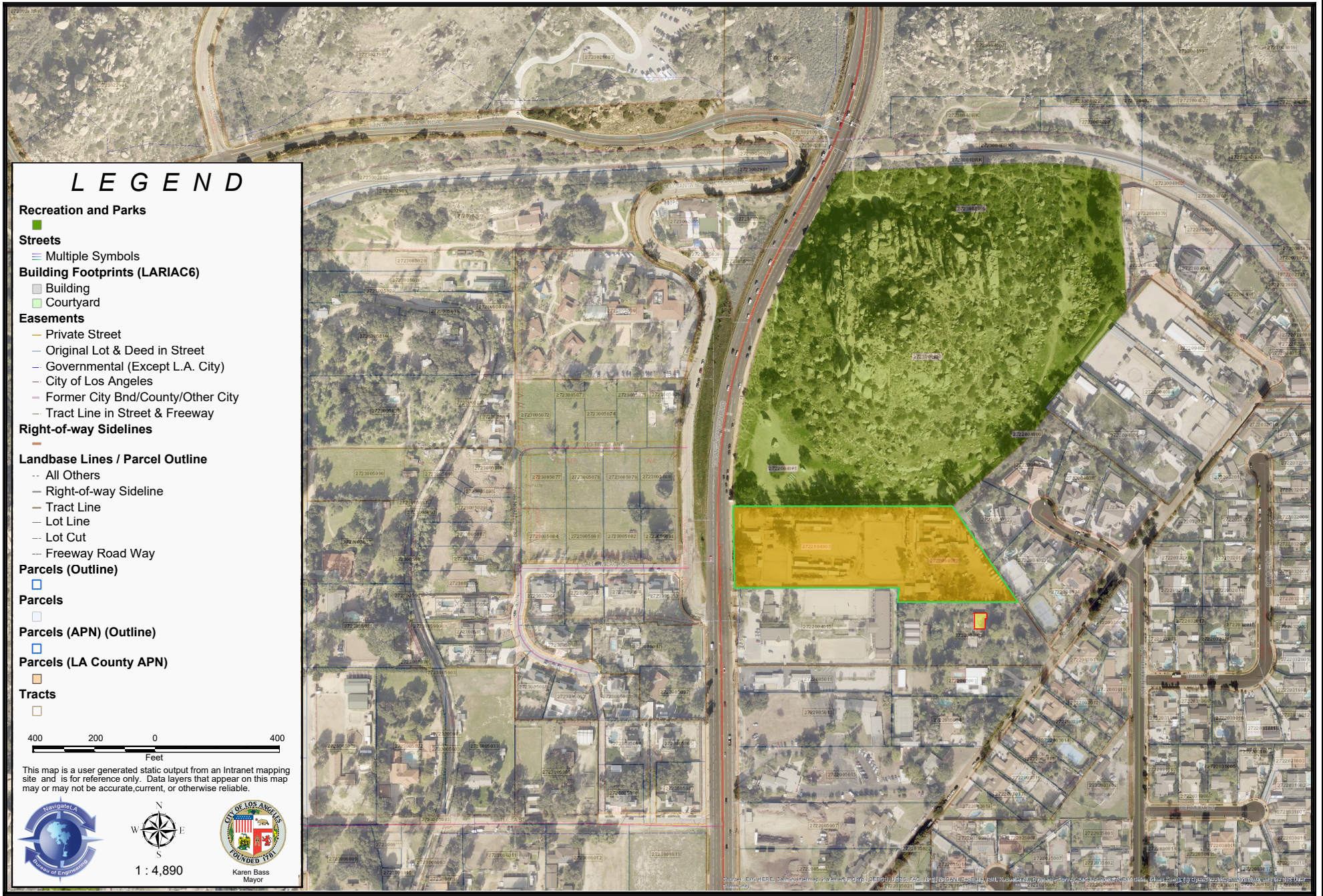
In approving this RFP, the Board, in its capacity as the contract awarding authority for RAP, finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified 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 equestrian center 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

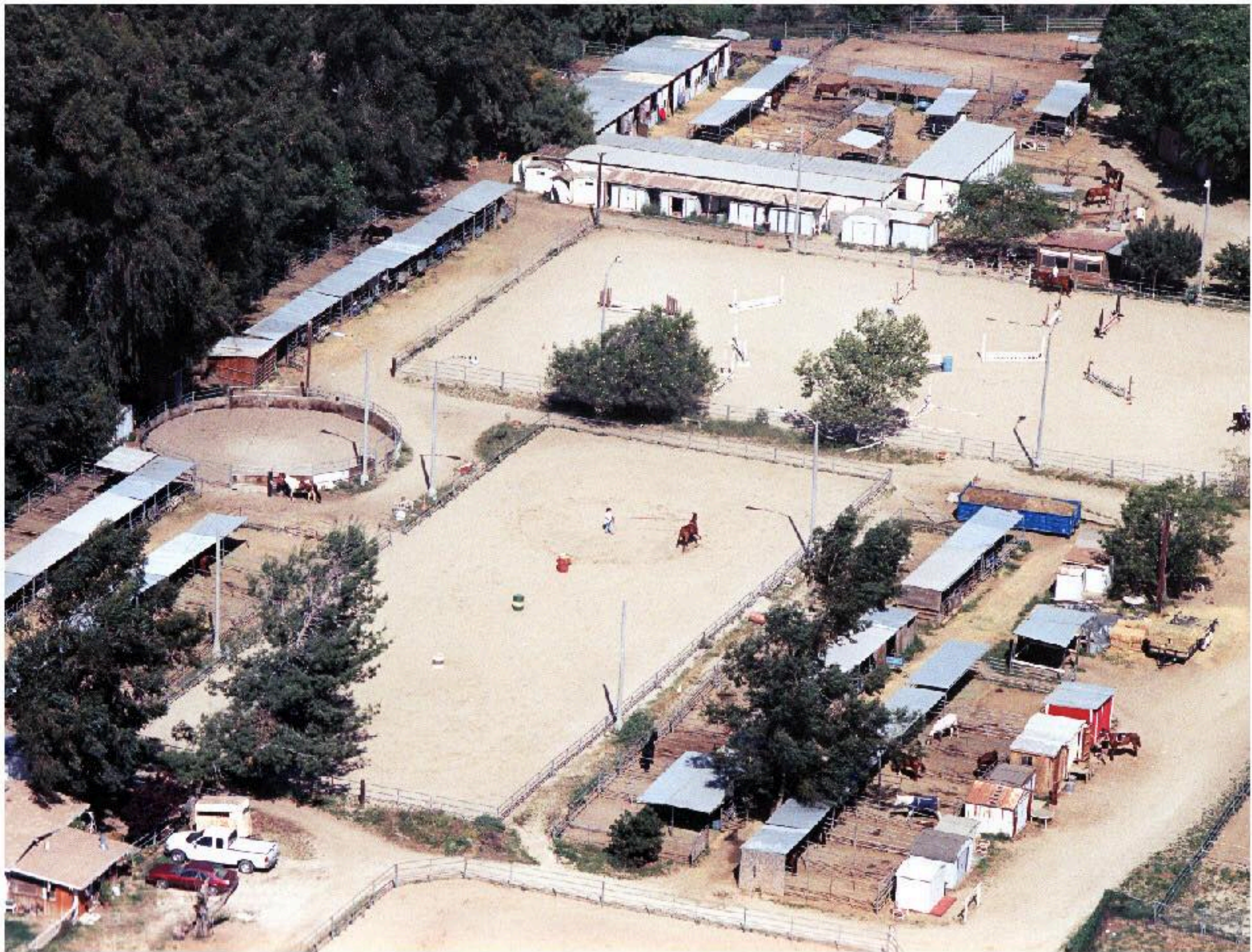
specifically finds that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371, subsection (b), would not meet RAP's needs and therefore opts to utilize the standard RFP process.

VI. EXHIBITS

- A. Premises Map
- B. Instructions to Proposers
- C. Administrative Requirements
- D. Compliance Documents
- E. Sample Concession Agreement with Standard Provisions for City Contracts (Rev. 9/22)[v.1].
- F. Insurance Requirements
- G. Pro-Forma Template
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RFP Exhibit A: Stoney Point Ranch Equestrian Center (yellow highlight)





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INSTRUCTIONS TO PROPOSERS

A. Submitting a Written Proposal

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

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

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

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

B. Submitted Proposals

Proposals accepted by RAP electronically constitute a legally binding contract offer. **In addition to RFP Section VI (“Proposal Items”), proposals must also 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).
- Email 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)

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

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- 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 equestrian center 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 equestrian center operations 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 2020, 2021 and 2022, 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 numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.)

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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 Good Standing

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

2.6.2 Amount of Investment Required

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

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

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

2.6.4 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):

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- ___ Bank statements for the proposing entity for the twelve (12) months preceding the release date of this RFP.
- ___ If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures.

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

- ___ Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used ("Current" shall mean current as of January 2023 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 C 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 Five Thousand Dollar (\$5,000.00) 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(s) 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 a 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 Twenty Thousand Dollars (\$20,000.00) will be required from the successful proposer. The Proposal Deposit of the successful proposer(s) 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.

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The Proposal Deposits of unsuccessful proposers will be returned upon execution of an Agreement with the proposer(s) awarded the Agreement. Proposal Deposits are maintained for all proposers in the event a 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 17, 2024 at 2:00 p.m.

Where to Submit your Proposal:

The complete proposal package shall be submitted electronically no later than **2:00 p.m. on September 17, 2024**. Proposals will only be accepted electronically. **No hard copy or hand delivery of proposals will be accepted.** Proposals must be received by the deadline stated above delivered via email to: rap.commissioners@lacity.org or via an electronic drop box submission here: <https://www.dropbox.com/request/Ea7gswsBIBcMjbKlWlIU>. Please see the "Proposal Submission and Meeting Attendance Instructions" page on the last page of this exhibit for important dates and specific instructions on how to submit the proposal.

Important Notices

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

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

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Mandatory Pre-Proposal Conference (Conference)

Date: **July 16, 2024**

Time: **11:00 a.m.**

Location: **Via zoom at the following link:**

<https://us02web.zoom.us/j/89835667266> or telephonically at (669) 444-9171; Webinar ID: 898 3566 7266

Optional Site Walk:

Date: **By Appointment: July 18-19, 2024**

Contact mark.stipanovich@lacity.org with your request. Please write "Stoney Point Ranch Equestrian Center Tour" in the subject line.

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: mark.stipanovich@lacity.org

Please write "Stoney Point Ranch Equestrian Center Concession RFP" in the subject line.

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, submitted to mark.stipanovich@lacity.org. Responses to questions will be posted to RAP's website and to 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 August 16, 2024 at 5:00 p.m.**

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

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

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

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

D. Document Check

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

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

E. Contractual Arrangements

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

F. Verification of Information

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

G. Cost of Preparation

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

PROPOSAL SUBMISSION AND MEETING ATTENDANCE INSTRUCTIONS

IMPORTANT DATES

JULY 16, 2024	<p style="text-align: center;"><u>MANDATORY</u> PRE-PROPOSAL MEETING</p> <p>A Mandatory pre-proposal meeting will be conducted at 11:00 a.m., on July 16, 2024 via zoom at the following link: https://us02web.zoom.us/j/89835667266 or telephonically at (669) 444-9171; Webinar ID: 898 3566 7266.</p>
JULY 18-19, 2024	<p style="text-align: center;">OPTIONAL RANCH WALK-THROUGH</p> <p>Walk through viewing of the ranch premises can be arranged by appointment only. Send email to mark.stipanovich@lacity.org to arrange your visit no later than July 17, 2024.</p>
SEPTEMBER 17, 2024	<p style="text-align: center;">DEADLINE AND SUBMISSION INFORMATION</p> <p>Proposals must be received no later than 2:00 P.M. on September 17, 2024. 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: rap.commissioners@lacity.org 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 <u>CON-M24-001 Stoney Point Ranch Equestrian Center Concession RFP</u> 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, <u>CON-M24-001 Stoney Point Ranch Equestrian Center Concession RFP – Part 1 of 3</u>). 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: https://www.dropbox.com/request/Ea7gswsBIBcMjbKlwlIU Please have <u>CON-M24-001 Stoney Point Ranch Equestrian Center Concession RFP</u> 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 “Proposal Checklist” page found as an attachment to the RFP. All submitted proposals must show the RFP title, “Stoney Point Ranch Equestrian Center 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 2:00 P.M. on September 17, 2024. Proposers may join at: https://us02web.zoom.us/j/82107156163 or via phone at: (669) 444-9171 Webinar ID: 821 0715 6163. 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</p>

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.

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 17, 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. 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.

PROPOSAL CHECKLIST

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

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

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

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

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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 D of the RFP (“Compliance Documents”). Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

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

The following documents MUST be included with your proposal:

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

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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 D), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit D) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network (www.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 D) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

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

8. Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission (CEC) Form 50 (Section I.H of Exhibit D)
Please read the instructions in Exhibit D.
9. Prohibited Contributors – Compliance with Los Angeles City Charter Section 470(c)(12) - CEC Form 55 - (Measure H) (Section I.I of Exhibit D)
Please read the instructions in Exhibit D.
10. Federal Tax ID Number and Form W-9 (Section I.J of Exhibit D)
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 D)
Please complete, sign, and submit the form with the proposal.
12. Pro-Forma Template (Exhibit G)
13. Financial Offer Form (Exhibit H)
14. Terms and Conditions Acceptance Form (Exhibit I)
15. Concession Improvements Offer Form (Exhibit J)

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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:

16. Americans with Disabilities Act Certification (Section II.L of Exhibit D)
Please complete, sign, and submit form.
17. Business Tax Registration Certificate (Section II.M of Exhibit D).
Please complete and submit.
18. Certification of Compliance with Child Support Obligations (Section II.N of Exhibit D)
Please complete, sign, and submit form.
19. Contractor Responsibility Ordinance – Pledge of Compliance (Section II.O of Exhibit D)
Please complete, sign, and submit form.
20. Los Angeles Residence Information – Percentage of Workforce Residing in Los Angeles (Section II.P of Exhibit D)
Please complete and submit.
21. Living Wage Ordinance (LWO) – additional related forms from item 1.F. above (Section II.Q of Exhibit D)
 - 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.
22. Disclosure Ordinance Affidavit (Section II.R of Exhibit D)
Please read the instructions in Exhibit D.
23. City-approved Proof of Insurance. (Exhibit F)
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 ca be found at <https://kwikcomply.org>.

Failure of the selected proposer to submit all the required documents (specified as items numbered 16 – 23 above) and submit a signed Agreement within thirty (30) calendar days from the date the contract award is approved by City Council shall cause the proposal to be deemed non-responsive, and a penalty of One Hundred Dollars (\$100.00) per calendar day shall be applied and deducted from the Proposal Deposit. If, after forty-five (45) calendar days from the

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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 D

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

March 2023



CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

COMPLIANCE DOCUMENTS – REQUEST FOR PROPOSAL

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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
- 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

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

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**

SECTION B
DISPOSITION OF PROPOSALS

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

INSTRUCTIONS:

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

Signatures:

The person signing must be authorized to bind the proposer.

Disposition of Proposals

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

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

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

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

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

Signature of person authorized to bind proposer

Date

Section C

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

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

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

INSTRUCTIONS:

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

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

1. What is the Contractor Responsibility Ordinance?

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

2. When was the Ordinance adopted?

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

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

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

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

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

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

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

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

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

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

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

5. When did the Ordinance become applicable?

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

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

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

7. What is a Responsibility Questionnaire?

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

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

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

9. Is a separate Questionnaire required for each IFB?

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

10. What will the City do with the Questionnaire?

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City's Bidder/Contractor Responsibility website: www.lacity.org/bidresp. 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
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City Bid or Contract Number (if applicable) and Project Title

BIDDER/CONTRACTOR INFORMATION

Bidder/Proposer Business Name

Street Address	City	State	Zip
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Contact Person, Title	Phone	Fax
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TYPE OF SUBMISSION:

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated ____ / ____ / ____.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated ____ / ____ / ____ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: _____

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: _____ / _____ / _____ State of incorporation: _____
List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

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

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

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

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

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

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

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

If **Yes**, explain the circumstances on Attachment B.

E. PERFORMANCE HISTORY

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

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

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

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

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

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

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

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

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

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

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

Yes **No**

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

Yes **No**

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

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

Yes **No**

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

G. COMPLIANCE

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

Yes **No**

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

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

Yes **No**

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

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

Yes **No**

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

H. BUSINESS INTEGRITY

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

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

Yes **No**

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

Yes **No**

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

Yes **No**

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

Yes **No**

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Print Name, Title

Signature

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page _____

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page _____

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

STATE ENTITIES**California's Department of Industrial Relations**

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

California's Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

California's Department of Justice**LOCAL ENTITIES**

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

OTHERS

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

Section E

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

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, 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 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.

Section F

**LIVING WAGE ORDINANCE AND SERVICE CONTRACT
WORKER RETENTION ORDINANCE**

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of 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.
- Provide employees with at least 12 paid days off per year for sick leave, vacation, or personal necessity; and at least 10 unpaid sick days off per year.
- Tell employees who make less than \$12.00 per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

2. When was the Ordinance adopted?

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

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

Generally, the LWO covers the following types of agreements:

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

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

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

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

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

6. Are all employees covered by the Ordinance?

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

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

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

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

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

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

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

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

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

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

11. Are there any exemptions available under the Ordinance?

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

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

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

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

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

LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS

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

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
 2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
 3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification:** Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
 - a. **Less than three months OR less than \$25,000 (LAAC 10.37.1(j)).** Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
 - b. **Other governmental entities (LAAC 10.37.1(g)).** Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
 - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
 - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j)).** Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
 - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c)).** Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
 - (1) The assistance given in a 12-month period is below \$1,000,000 AND less than \$100,000 per year.
 - (2) The assistance is not for economic development or job growth.
 - f. **Business Improvement Districts (BID) (LWO Regulation #11).** Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
 2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13).** No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.

- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g)):** Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to Child Care Workers as defined in the LWO Rules and Regulations (an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."). A copy of the IRS 501(c)(3) Exemption Letter will be required.
- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that 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? Yes No If YES, state the name of your Prime Contractor:

4. Type of Service Provided: _____

EXEMPTION INFORMATION:

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

TO BE REQUESTED BY 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 2. Proof of startup date 3. List of employee names and hire dates 4. Copy of payrolls (20 weeks period for CFAR with less than 5 employees) 5. If applicable, a copy of the Awarding Authority's Hardship Waiver Recommendation to City Council.
<input type="checkbox"/> CFAR: Employing Fewer than Five Employees	
<input type="checkbox"/> CFAR: Hardship Waiver for Job Training and Preparation Programs	
<input type="checkbox"/> CFAR: Exemption for Certain Employees	
<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: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, state the name of your Prime Contractor: _____	
4. Type of Service Provided: _____	

EXEMPTION INFORMATION:

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

EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<p><input checked="" type="checkbox"/> 501(c)(3) Non-Profit Organizations:</p> <ul style="list-style-type: none"> • A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if the highest paid employee makes less than eight times the hourly wage of the lowest paid employee. • The exemption is valid for all employees except Child Care Workers. • Therefore, even if a 501(c)(3) organization meets the City agreement must still be provided with the LWO salary test, Child Care Workers performing work on the required wage and time off benefits. • 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." • This is read broadly so that the term would include, for example, tutors working with children 12 or under. 	<ol style="list-style-type: none"> 1. ATTACH a copy of your 501(c)(3) letter from the IRS. 2. ANSWER the following questions: <ul style="list-style-type: none"> A. STATE the hourly wage of HIGHEST paid employee in the organization: \$ _____ B. STATE the hourly wage of LOWEST paid employee in the organization: \$ _____ <input checked="" type="checkbox"/> MULTIPLY B by 8: \$ 0 3. Based on Question 2 above, is A less than C? YES <input type="checkbox"/> NO <input type="checkbox"/> If NO, your company is NOT eligible for an exemption. If YES, sign and submit this application for final approval. 4. Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? 0 YES <input type="checkbox"/> NO <input type="checkbox"/> 5. Fill & Submit LW-18 Subcontractor Information Form.
<p><input checked="" type="checkbox"/> One-Person Contractors: Contractors that have no employees are exempt from the LWO. If you have employees in the future, you must comply with the Ordinance.</p>	<p>Fill and Submit the LW-18 Form.</p>

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

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

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

AWARDING DEPARTMENT USE ONLY:

Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract#: _____
Approved/ Not Approved-Reason: _____			
By Analyst: _____		Date: _____	

LWO SMALL BUSINESS EXEMPTION APPLICATION

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

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

TO BE FILLED OUT BY THE CONTRACTOR:

1. Company Name: _____ Phone Number: _____

2. Company Address: _____

3. Are you a Sublessee or Sublicensee? Yes No If YES, state the name of your Prime Lessee or Prime Licensee:

4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____

5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____

6. Location of lease or license: _____

WORKFORCE INFORMATION

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

PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> I have Seven (7) employees or LESS in the entire company (inside AND outside the City of Los Angeles premises).	Submit a copy of your most recent State of California Form DE - 9C and the equivalent form(s) for business(es) in other states.
<input type="checkbox"/> My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records. OR Payrolls for the nine (9) months you would like to have reviewed.

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

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

Print Name of Person Completing this Form
Signature of Person Completing this Form

Title
Phone #
Date

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

AWARDING DEPARTMENT USE ONLY:

Dept: _____ Contact: _____ Phone #: _____ Contract #: _____

OCC USE ONLY:

Approved / Not Approved – Reason: _____

By Analyst: _____ Date: _____

LWO 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												
EMPLOYEE NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
													0.00
4. TOTAL HOURS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5. Check each box indicating which nine (9) months you would like be reviewed:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

Section G

BUSINESS INCLUSION PROGRAM

SECTION G
BUSINESS INCLUSION PROGRAM

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

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

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. 6th Street, Suite 850, Los Angeles, CA 90017
Telephone: (213) 689-6960 Fax: (213) 689-1707
Internet address: <http://www.scmbdc.org>
- b. Certification as a Small or Emerging Business Enterprise: An SBE or EBE firm must be certified by either: 1) City of Los Angeles, Bureau of Contract Administration; or 2) State of California, Office of Small Business & Disabled Veterans Business Enterprise Services so long as the certification meets all of the City of Los Angeles' SBE or EBE certification criteria. Note: The State of California does not offer EBE certifications. For the purposes of this program, the State's Microbusiness certification will be considered synonymous with the City's EBE certification.
- 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. Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of noncompliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFP response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels. Adequacy of a bidder's BIP Outreach will be determined by the Awarding Authority after consideration of the indicators of BIP Outreach as set forth below.*

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

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

1. Email RAMP Support at 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	LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION
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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	ATTENDED PRE-BID MEETING
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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	SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS
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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	WRITTEN NOTICES TO SUBCONSULTANTS
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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
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The proposer provided interested potential subconsultants with information about the availability of plans, specifications, and requirements for the selected subconsulting work.

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

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

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

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

2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Awarding Authority requires that whenever the Consultant seeks to substitute a bid-listed (Schedule A) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
 - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade for which sub-bid/subconsulting work is available and document the following for submittal:
 - 1) Name of company contacted; contact person and telephone number; date and time of contact.
 - 2) Response for each item of work which was solicited, including dollar amounts.
 - 3) Reason for selection or rejection of sub-bid prospect.
 - 4) In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects for each trade, the Consultant should contact the Office of Contract Compliance at (213) 847-2684 for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.

3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:
 - a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
 - b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
 - c. The Consultant shall submit all documentation to the Awarding Authority's Project Manager.

F. SUB-AGREEMENT FALSIFICATION

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

G. SUBMITTAL DOCUMENTS

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

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

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

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

3. Final Subcontracting Report (Schedule C)

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

H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING

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

I. AWARD OF CONTRACT

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

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

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

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.
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Consultant	Address
Contact Person	Phone/Fax

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

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

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

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

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_

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

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)

1z⁰

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 (<i>check one</i>)	Yes	No
The bidder has one or more PRINCIPALS, as defined in LAMC § 49.7.35(A)(6). At least one principal is required for entities. (<i>If you check "Yes", Schedule A is required.</i>)	<input type="checkbox"/>	<input type="checkbox"/>
2. SCHEDULE B — Subcontractors and Their Principals (<i>check one</i>)	Yes	No
The bidder has one or more SUBCONTRACTORS on this bid or proposal with subcontracts worth \$100,000 or more. (<i>If you check "Yes", Schedule B is required.</i>)	<input type="checkbox"/>	<input type="checkbox"/>
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____		

Certification

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

Name

Signature

Title

Date

Prohibited Contributors (Bidders)

Schedule A - Bidder's Principals

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

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Name: _____ Title: Address: _____

Check this box if additional Schedule A pages are attached.

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: _____
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Name: _____	Title: _____	Address: _____
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Name: _____	Title: _____	Address: _____
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Name: _____	Title: _____	Address: _____
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Name: _____	Title: _____	Address: _____
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Name: _____	Title: _____	Address: _____
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Check this box if additional Schedule B pages are attached.

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

(213) 978-1960 phone

(213) 978-1988 fax

Whistleblower Hotline: (800) 824-4825

200 North Spring Street
City Hall 24th Floor, Suite 2410
Los Angeles CA 90012

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.

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

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**

SECTION K

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

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

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

INSTRUCTIONS:

- a. All proposers to contracts that apply to the Iran Contracting Act of 2010 must sign and submit the affidavit with their proposal.
- 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 (BTRC) 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 DGS 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

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

SIGNATURE

DATE

Section M

BUSINESS TAX REGISTRATION CERTIFICATE

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:

ACCOUNT NUMBER										VENDOR		NUMBER				
										-						

New format:

ACCOUNT NUMBER															VENDOR		NUMBER				
															-						

State effective dates here: _____ to _____

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

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

Exemption Number:

										-	
--	--	--	--	--	--	--	--	--	--	---	--

Explanation:

Section N

CHILD SUPPORT OBLIGATIONS

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.

Company Name, Address and Phone Number

Signature of Officer or Authorized Representative

Date

Print Name and Title of Officer or Authorized Representative

Awarding City Department

Contract Number

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

II. Total Number of Employees in the Organization: _____

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

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Section Q

LIVING WAGE ORDINANCE

Additional 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: _____ Phone #: _____
 2. Company Address: _____
 3. Awarding Department: _____
 4. Project Name: _____

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

THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING:

THE LIVING WAGE ORDINANCE REQUIRES:

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

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

- As of July 1, 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 AWARDDING 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 st 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 AWARDDING 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

AWARDDING DEPARTMENT USE ONLY:

Dept: _____ Contact: _____ Phone #: _____ Contract #: _____

LWO – SUBCONTRACTOR INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

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

SECTION I: CONTRACTOR INFORMATION

- 1) Company Name: _____ Contact Person: _____ Phone Number: _____
- 2) Do you have subcontractors working on this City contract? Yes No
 If NO, **This form is now complete – SIGN THE BOTTOM OF PAGE 2 AND SUBMIT TO THE AWARDDING DEPARTMENT.**
 If YES, a) **STATE** the number of your subcontractors ON THIS CITY CONTRACT: _____
 b) Fill in PART A for EACH subcontractor in Section II, continue to Section III & IV (if applicable), AND SIGN Section V.

SECTION II: SUBCONTRACTOR INFORMATION

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

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

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

SECTION II: SUBCONTRACTOR INFORMATION (continued)

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

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

1. Subcontractor Name: _____

2. Contact Person: _____ Phone #: _____

3. Address: _____

4. Purpose of Subcontract: _____

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

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

SECTION III: EXEMPTIONS or SUBCONTRACTS NOT SUBJECT TO LWO

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

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

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

1) Employee Information Form	LW-6 - https://bca.lacity.org/Uploads/lwo/LW%206%20-%20Employee%20Information%20Form%2C%20as%20of%209-26-18.pdf
2) Subcontractor Information Form	LW-18 - https://bca.lacity.org/Uploads/lwo/LW18_Subcontractor_Information_Form.pdf
3) Subcontractor Declaration of Compliance Form (retain)	LW-5 - 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

¹ **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.

² **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.

³ **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 for a company or entity is located.

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

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

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

⁴ **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.

⁵ **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.

⁶ **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.

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

Section R

**DISCLOSURE ORDINANCE
AFFIDAVIT**

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.

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 prior to award of the City contract.

STONE POINT RANCH EQUESTRIAN CENTER CONCESSION
OPERATION AND MAINTENANCE
SAMPLE AGREEMENT

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

[INSERT CONCESSIONAIRE NAME]

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**STONEY POINT RANCH EQUESTRIAN CENTER CONCESSION
OPERATION AND MAINTENANCE
SAMPLE AGREEMENT**

THIS Agreement (hereinafter "AGREEMENT") is made and entered on this _____ day of _____, 2024, by and between the CITY OF LOS ANGELES, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and *CONCESSIONAIRE NAME* (hereinafter referred to as "CONCESSIONAIRE").

WHEREAS, the Department of Recreation and Parks (hereinafter referred to as "RAP") seeks to serve the public by providing equestrian boarding and equine services at the Stoney Point Ranch Equestrian Center (hereinafter "CONCESSION"); and

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

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

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

WHEREAS, RAP advertised for proposals for the operation and maintenance of the CONCESSION, to include arcade and food and beverage services to the public; and

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

WHEREAS, [INSERT CONCESSIONAIRE NAME] was scored as the highest-ranked proposer, and selected to provide arcade and food & beverage services at the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, the 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 the CONCESSION.

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

SECTION 1. DEFINITIONS

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

AGREEMENT: This Concession Agreement consisting of thirty-five (35) pages and eleven (11) exhibits (A-K) attached hereto

BOARD: Board of Recreation and Park Commissioners

CITY: The City of Los Angeles, Acting by and through its Board of Recreation and Park Commissioners

CONCESSION: Stoney Point Ranch Equestrian Center Concession

CONCESSIONAIRE: *[INSERT CONCESSIONAIRE NAME]*

RAP: The Department of Recreation and Parks

FACILITIES: Stoney Point Ranch Equestrian Center, 10861 Andora Ave., Chatsworth, CA 91311

LAAC: Los Angeles Administrative Code

LAMC: Los Angeles Municipal Code

PREMISES: The geographical area, as defined in Section 3 of this AGREEMENT, in which the concession may be operated (Exhibit B).

STANDARD PROVISIONS: Standard Provisions for City Contracts (Rev. 9/22 [v.1]) attached hereto as "Exhibit A" and incorporated herein.

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the exclusive right and obligation within the CONCESSION, to operate the equestrian boarding and equine services on the PREMISES.

CONCESSIONAIRE is granted the right to use the designated PREMISES for the purpose of providing equestrian boarding and equine services. CONCESSIONAIRE may propose the option of providing related amenities and services. Any other activity is prohibited without prior written consent of the RAP General Manager or his or her designee.

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

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

RAP reserves the right to further develop or improve the PREMISES as it sees fit, without interference or hindrance, however RAP shall consider the desire and views of CONCESSIONAIRE.

SECTION 3. PREMISES

The PREMISES (Exhibit B) subject to this AGREEMENT is located at: Stoney Point Ranch Equestrian Center, 10861 Andora Ave., Chatsworth, CA 91311. The PREMISES shall include various stables, pipe stalls, parking area, training arenas and accessory structures, storage containers, and any portion that the GENERAL MANAGER by express written consent, approves for CONCESSION operation. Any discrepancy in the definition or boundaries of PREMISES shall be resolved solely by RAP.

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

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT for shall be ten (10) years with two (2) five (5) year extension options exercisable at the sole discretion of RAP's General Manager, effective on the date of execution. Neither RAP, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to revoke the AGREEMENT.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. Services to be provided by LICENSEE

- 1) Continue offering currently practiced boarding services, which include the following: providing operational oversight of the FACILITY, providing clean equine bedding, mitigating vermin, pest, flooding and excessive dust issues, maintaining level stall floors, providing safe equine enclosures, eliminating any sharp edges in pens or stalls, responding to boarder inquiries/issues in a timely fashion and collecting boarding fees for a minimum capacity of fifty (50) horses in stalls, pipe pens, and/or stables located on the PREMISES.
- 2) Overnight services, which include the following: providing horse owners with twenty-four (24) hour access to their horses, conducting a minimum of two (2) nightly safety

checks of the boarded horses and viewing the PREMISES at least twice from the PREMISES security camera live feeds and as necessary, with camera placement subject to the reasonable approval of LICENSEE.

- 3) Continue current practices of stall cleaning and maintenance practices, the mucking of equine stalls and pens, cleaning of equine water basins and any additional services, including providing supplements and medications as subscribed to by boarders, on a daily basis, which shall conform to best practices in the industry.
- 4) Continue current cleaning and maintenance practices of the PREMISES on a daily basis, which shall conform to best practices in the industry.
- 5) Maintain a twice-daily feeding schedule with additional service options available for boarders and provide clean water for the boarded horses, which shall conform to best practices in the industry.
- 6) Maintain best practice industry standards for depth and drainage of the footing of the training rings located on the PREMISES and ensure that training rings are reasonably free of surface rocks and debris.
- 7) Provide horse turnouts.
- 8) Ensure trash is removed on a regular basis.
- 9) Conduct regular maintenance checks on stalls and equipment.
- 10) Conduct landscape maintenance, including leaf trimming as needed.
- 11) Ensure all equipment is in safe working condition.
- 12) Care for other farm animals housed at the FACILITY, excluding dogs, if authorized by RAP.
- 13) Schedule manure disposal on a regular basis, subject to CITY review, permitting and prescribed adjustments.

B. Cleanliness

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

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. If no trash storage area is made available, CONCESSIONAIRE shall provide at its own expense and with RAP's prior written approval, an enclosed area concealing the trash storage from public view. RAP will incur the cost of all garbage pick-up from the main

dumpster for the PREMISES during the term of this AGREEMENT.

C. Conduct

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

D. Disorderly Persons

CONCESSIONAIRE shall use its best efforts to disallow any intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

Minor rule enforcement to achieve compliance shall be handled by CONCESSIONAIRE. Rule enforcement that results in terminating use of the arcade and food & beverage shall be handled by CONCESSIONAIRE.

E. Personnel

1. Freedom from Tuberculosis

CONCESSIONAIRE, on behalf of all employees of the CONCESSION shall provide to RAP certificates for each, indicating freedom from communicable tuberculosis as required under Section 5163 of the California Public Resources Code.

2. Qualified Personnel

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

3. Concession Manager

CONCESSIONAIRE shall appoint, subject to written approval by RAP General Manager, a Concession Manager. 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. During the days and hours established for the operation of the subject concession, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

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

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

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

F. Pricing and Standards

1. RAP agrees that CONCESSIONAIRE'S services, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the services or equipment is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for services. This list shall be updated whenever prices are changed.
2. CONCESSIONAIRE shall offer equestrian boarding and equine related services as described in CONCESSIONAIRE's Proposal, which will become Exhibit C to

this Agreement. The services provided by CONCESSIONAIRE on said PREMISES shall be of a high quality acceptable to industry standards and in conformance with all Federal, State and Municipal laws, ordinances, and regulations in every respect. RAP General Manager or his or her Designee may order the improvement or upgrade of the offered equestrian services.

3. All services offered and/or sold by CONCESSIONAIRE on said PREMISES, shall be of high quality and must be related to the ordinary business of the CONCESSION. No adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE. All equipment and merchandise kept for rent or sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not again offer it for rent or sale without the written approval of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for rent or sale.

Sale of alcoholic beverages, if approved, requires a license from and compliance with the rules and regulations of the Alcoholic Beverage Control Board.

4. All merchandise sold or kept for sale by CONCESSIONAIRE shall be of a quality acceptable to industry standards and conform to all federal, state and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and handled with due regard for sanitation. In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All merchandise kept for sale by the CONCESSIONAIRE shall be kept subject to the approval or rejection of the GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. The GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.
5. CONCESSIONAIRE is prohibited from selling other merchandise not outlined in proposal or this agreement without the written consent of the GENERAL MANAGER.

In addition, any merchandise for rent or sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for rent or sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise offered for rent or sale.

CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

G. Diversion of Business

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

H. Equipment, Furnishings, and Expendables

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased and installed by CONCESSIONAIRE at its sole expense and shall remain its personal property.

Upon termination of the AGREEMENT, CONCESSIONAIRE shall have the right to remove its own equipment, furnishings, and expendables, but not improvements, from the PREMISES and shall be allowed a period of seven (7) calendar days to complete such removal. If not removed within that period, said equipment, furnishings and expendables shall become the property of CITY.

I. Maintenance of Equipment

CONCESSIONAIRE shall, at all times and at its expense maintain all equipment whether owned and/or installed by CONCESSIONAIRE or CITY, and conduct regularly scheduled repairs and maintenance to the arcade games and kitchen equipment and other related equipment. CONCESSIONAIRE shall attempt to repair or replace broken or malfunctioning machines or equipment within 48 hours and ensure that all necessary lighting in the arcade and food & beverage facility function adequately and replaced promptly as needed. Electrical panels, along with all fixtures, plate and mirror glass, equipment, and personal property therein, must be kept in good repair and in a clean, sanitary, and orderly condition and appearance. RAP will be responsible for utility lines and repairs, including telephone, exterior to the PREMISES.

All maintenance, repairs and replacements of all equipment shall be performed at the sole expense of the CONCESSIONAIRE. CONCESSIONAIRE may elect to not use City-owned equipment, with prior written consent of RAP.

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

J. Claims for Labor and Materials

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

K. Signs and Advertisements

CONCESSIONAIRE shall post, implement, and enforce all required safety rules and regulations related to the CONCESSION.

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 RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

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

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

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

Upon the expiration or termination of the AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays 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.

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

L. Utilities

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

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

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

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

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES

M. Vending Machines

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

N. Safety

CONCESSIONAIRE shall be required to:

- Publicly post, implement, and enforce all required safety rules and regulations related to the CONCESSION;
- Ensure that all staff is trained and knowledgeable of guidelines for the proper operation of the arcade and food & beverage facility and related equipment.

In the event that adequate staffing procedures and/or safety monitoring are not being maintained by CONCESSIONAIRE, RAP General Manager or his or her Designee may direct CONCESSIONAIRE to close the CONCESSION at CONCESSIONAIRE's expense until it has been determined that it is safe to resume operations.

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with CITY in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (see SECTION 18, "NOTICES," for mailing address) (Exhibit D). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of CITY could lead, to injury, RAP may, in addition to all other remedies which may be available to CITY, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand.

O. Environmental Sensitivity

The CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with CITY policies regarding protection of the environment including the protection of those existing facilities and natural resources at and near the PREMISES. CONCESSIONAIRE shall not use or allow the use on the

PREMISES of environmentally unsafe products.

P. Fund Raising Activities

CONCESSIONAIRE will be expected to cooperate with RAP personnel on all matters relative to the conduct of fund-raising and/or special events at the discretion of RAP.

Q. Community Outreach

CONCESSIONAIRE shall coordinate and cooperate with RAP to develop strategies to outreach to all members of the community, particularly those living in low-to-moderate income areas, fixed-income households, youth, the disabled, etc., to provide its services to these members of the community who may not otherwise have the opportunity to partake in the services provided by CONCESSIONAIRE.

RAP and CONCESSIONAIRE agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PREMISES, or the CONCESSION, except as may be legally required by applicable laws, regulations, or judicial order. RAP and CONCESSIONAIRE agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either RAP or CONCESSIONAIRE, shall appropriately acknowledge the contributions of both RAP and CONCESSIONAIRE. To the extent stipulated in any grant agreement, RAP and CONCESSIONAIRE shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, RAP and CONCESSIONAIRE shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both RAP and CONCESSIONAIRE; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either RAP or CONCESSIONAIRE, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

CONCESSIONAIRE agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“This concession is operated under a written agreement with the
City of Los Angeles, Department of Recreation and Parks,
and is in collaboration with the mission and activities of RAP”

R. Amplified Sound

No amplified sound is permitted by CONCESSIONAIRE in its operations on PREMISES without prior written approval of the GENERAL MANAGER.

S. Security

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in

protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

T. Quiet Enjoyment

CITY agrees that CONCESSIONAIRE, upon payment of the fees and charges specified herein, and all other charges and payments to be paid by CONCESSIONAIRE under the terms of this AGREEMENT, and upon observing and keeping the required terms, conditions and covenants of this AGREEMENT, shall lawfully and quietly hold, use and enjoy the PREMISES during the term of this AGREEMENT. In the case of disputes, during the life of the AGREEMENT, over any conditions which may impede upon the CONCESSIONAIRE's quiet enjoyment of the PREMISES, RAP shall have final determination of any solution to such dispute; RAP's final determination shall be binding upon all parties in such dispute.

U. Filming

It is the policy of RAP to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of parks for film production purposes. Any commercial filming shall be subject to approval by RAP and the Film Office. All fees for use of park premises by film production companies shall be established and collected by the Film Office in accordance with RAP policies. The Park Film Office may be reached at (323) 644-6220. If PREMISES is used as a film location, CONCESSIONAIRE agrees to report any revenue received from use of the PREMISES and any property of the CONCESSIONAIRE as a film location and to share that revenue equally with RAP.

V. Receipts

1. CONCESSIONAIRE shall offer receipts to customers for every transaction.
2. CONCESSIONAIRE shall at all times place a sign within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt is not provided for this transaction, please contact the Department of Recreation and Parks - Concessions Division (213) 202-3280."

SECTION 6. CONCESSION IMPROVEMENTS AND EQUIPMENT

CONCESSIONAIRE shall spend the following amounts on the following items at the CONCESSION as further detailed below and in Section 6 and as approved by RAP:

New Construction and Facility Improvements	\$XX,000
Furniture, Fixtures and Equipment	\$XX,000
Architectural, Engineering	\$XX,000

Total:	\$XXX,000

CONCESSIONAIRE shall invest a minimum of XXXX Thousand Dollars (\$XX,000) in New Construction and Improvements, XXXX Thousand Dollars (\$XX,000) in Furniture, Fixtures and Equipment, and XX Thousand Dollars (\$XX,000) in Architectural, Engineering. This XXXX Thousand Dollars (\$XXX,000) minimum investment must be spent by the CONCESSIONAIRE within the time specified in this Section or the CONCESSIONAIRE will promptly pay the unspent

difference to RAP.

CONCESSIONAIRE shall complete all capital improvements listed below, within eighteen months from contract execution and as further refined and approved by CITY.

A. Concession Improvements

CONCESSIONAIRE shall undertake and complete the following:

Concessionaire will be responsible for adhering and completing the design improvements as approved by the City, subject to compliance with City building codes and the securing of applicable building permits. This includes:

- Demolition of any dilapidated and/or extraneous structures, stables or stalls on the property not previously demolished by the City.
- Installation of pipe or box stalls as proposed in submitted proposal.
- Full restoration of premises arenas, with proper depth, materials and drainage.
- Installation of permitted fire suppression system.
- Installation of agricultural fan systems for all stalls.
- Installation of appropriate watering systems for all stalls.
- Installation of mobile housing and office units for facility managers.
- Installation of signage subject to RAP approval.
- Obtain all necessary permits

RAP shall hold CONCESSIONAIRE responsible for guaranteeing the completion of all improvements, according to approved plans, regardless of cost. CONCESSIONAIRE shall bear all costs for all necessary permits, insurance, and taxes required for compliance of such improvements. Any breach of this condition for CONCESSION improvements shall be a material breach of this AGREEMENT. RAP reserves the right to recover damages from CONCESSIONAIRE if the improvements are not completed, not completed as stipulated, or not completed to the satisfaction of RAP. Such damages may include, but are not limited to, recovering up to the entire cost of the improvements from CONCESSIONAIRE's performance deposit. The performance deposit must be recompensed as stipulated in SECTION 13, "Performance Deposit," herein. Failure to complete the required improvements within the time frame specified above, or as prescribed by RAP, shall subject CONCESSIONAIRE to a penalty of One Hundred Dollars (\$100.00) per day for each calendar day over the appropriate time limit.

RAP reserves the right to further develop or improve the FACILITY and the PREMISES as it sees fit, and without interference or hindrance by CONCESSIONAIRE. Such development or improvement may require the suspension or termination of the AGREEMENT. RAP shall not be

liable for loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES.

Improvements by CONCESSIONAIRE to the PREMISES are subject to:

1. Compliance with Applicable Rules and Regulations

All structural or other improvements, equipment and interior design and decor constructed or installed by CONCESSIONAIRE, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE'S operations therein. The written approval by RAP of any improvements as provided above shall not constitute a representation or warranty as to such conformity or compliance, but responsibility therefore shall at all times remain with CONCESSIONAIRE.

2. Procurement of Permits and Approvals

CONCESSIONAIRE shall, at its sole expense, and prior to construction of any improvements, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of equipment, and interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP prior to CONCESSIONAIRE's obtaining of said permits and approvals.

3. Subcontractors

CONCESSIONAIRE shall require by any contract that it awards in connection with structural or other improvements, the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to RAP evidence of required insurance coverage.

B. Equipment Investments

CONCESSIONAIRE shall purchase new equipment and fixtures valued at XXXXX Thousand Dollars (\$XX,000) and listed CONCESSIONAIRE'S proposal, attached as Exhibit C.

SECTION 7. HOURS / DAYS OF OPERATION

The CONCESSION must be open, weather permitting, to the public no less than seven (7) days per week, including holidays or for private events, and a minimum of nine (9) hours per day as required by the DEPARTMENT to adequately serve public demand. Hours of operation are dependent upon Stoney Point Park operating days and hours, as well as, the discretion of the DEPARTMENT.

Any deviation from the hours specified shall be subject to prior written approval of GENERAL MANAGER. CONCESSIONAIRE must post the hours of operation in a location visible to the public, and must be open for business during the hours posted. Hours of operation may not be

changed without prior written approval of RAP. Any deviation from such days and hours shall be subject to the prior written approval of RAP.

SECTION 8. REVENUE-SHARING FEE PAYMENT

A. Payment

- B.** As part of the consideration for RAP granting the CONCESSION rights set forth, CONCESSIONAIRE shall make to RAP a monthly revenue-sharing fee payment as follows:

The greater of:

- The accepted bid amount of the percentage of the monthly gross receipts of the service category as stated within the Concessionaire's proposal, **OR**,
- One twelfth of the Minimum Annual Guarantee (MAG) of Forty Thousand Dollars (\$40,000.00) or the accepted bid amount, effective in Year Five of the Agreement.

Refer to SECTION 8.D for the definition of "Gross Receipts."

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

A. Revenue-Sharing Payment Due

Said payment shall be due and payable (postmarked) by the fifteenth (15th) day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Remittance Advice Form (Exhibit E) shall be addressed to:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
ATTENTION: Special Operations Branch/ Concessions Unit
P. O. Box 86328
Los Angeles, CA 90086

B. Gross Receipts Defined

The term "gross receipts" is defined as the total revenue collected for services or goods (whether or not such services are performed as a part of or in connection with the sale of goods) by the CONCESSIONAIRE. CONCESSIONAIRE shall maintain an accurate accounting method for the CONCESSION which correctly reflects all gross receipts and disbursements by CONCESSIONAIRE from the CONCESSION operation. Methods 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 for his CONCESSION, but 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 other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the PREMISES;
6. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
7. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;
8. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
9. Fair market trade-in allowance, in the event merchandise is taken in trade;
10. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
11. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

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

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

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

C. Monthly Revenue-Sharing Reports

CONCESSIONAIRE shall transmit with each revenue-sharing payment a Monthly Gross Receipts and Revenue-Sharing Report, also referred to as a Monthly Remittance Advice Form (Exhibit E), for the month for which a payment is submitted.

D. Late Payment Fee

Failure of CONCESSIONAIRE to pay any of the revenue-sharing payments or any other fees, charges, or payments required herein on time is a breach of the AGREEMENT for which CITY may terminate same or take such other legal action as it deems necessary.

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

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

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

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

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

SECTION 9. ADDITIONAL FEES AND CHARGES

- A. If CITY pays any sum or incurs any obligations or expense which CONCESSIONAIRE has agreed to pay or reimburse CITY for, or if CITY is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs, (including CITY'S fifteen percent [15%] administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by CITY in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 8 hereof.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by 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 the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

SECTION 9. INSURANCE

CONCESSIONAIRE shall follow 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 10. MAINTENANCE OF PREMISES

During all periods that the PREMISES are used or are under the control of CONCESSIONAIRE for the uses, purposes, and occupancy aforesaid, CONCESSIONAIRE shall be responsible for all necessary janitorial duties and damage/maintenance repairs, to the satisfaction of RAP. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism.

A. Interior of Premises

1. Areas to be Maintained by CONCESSIONAIRE:

CONCESSIONAIRE shall, at its own expense, keep and maintain all the interior walls and surfaces of PREMISES and all improvements, fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or CONCESSIONAIRE. Improvements shall include all buildings and appurtenances recessed into or attached by any method to the ground or to another object which is recessed or attached to the ground or to other CITY-owned facilities (such as operating booth, buildings, fences, posts, signs, electrical hook-ups, tracks, tanks, etc.).

CONCESSIONAIRE shall provide all maintenance, repair, and service required on all interior areas, surfaces, and equipment used in the PREMISES and keep such equipment in good repair and in a clean and orderly condition and appearance. CONCESSIONAIRE shall also be responsible for electrical, mechanical, and maintenance in the interior of the PREMISES, such as lighting fixtures, faucet, spigots; however, CITY shall be responsible for maintenance of utility lines and drains within the walls and floors of the concession PREMISES. Insofar as sanitation and appearance of the PREMISES is concerned, RAP may direct CONCESSIONAIRE to perform necessary repairs and maintenance to the interior of the structure or to the equipment, whether the equipment is CONCESSIONAIRE or CITY property.

2. Duties

CONCESSIONAIRE'S maintenance duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning, and painting that may be required to properly maintain the premises in a safe, clean, operable, and attractive condition. CONCESSIONAIRE shall provide for such repairs, replacements, rebuilding, and restoration as may be required by or given prior written approval by RAP to comply with the requirements hereof. Those duties shall also include electrical, mechanical, and maintenance such as light fixtures in the interior of the premise and operating booth.

B. Exterior of Premises and Common Passageways

CITY shall maintain the exterior of all buildings and will endeavor to perform all exterior repairs occasioned by normal wear and tear, and the elements, unless otherwise provided for in the AGREEMENT. Common passageways leading to other CONCESSION facilities or offices maintained by CITY which also lead to the PREMISES shall not be considered under the control of CONCESSIONAIRE for purposes of this Section. In addition, CITY shall be responsible for maintenance of the lawn area within the perimeter of the PREMISES, including mowing and watering, and shall maintain all existing landscaping, trees, and bushes on the PREMISES. CITY shall also maintain the existing water, drain and sewer systems, provided, however, that CONCESSIONAIRE shall make every effort not to clog such systems with manure or other debris from all operations.

C. Correction of Conditions Leading to Damage

If CONCESSIONAIRE fails, after written notice, to correct such conditions which have led or, in the opinion of CITY, could lead to significant damage to CITY property, RAP may at its option, and in addition to all other remedies which may be available to it, repair, replace, rebuild, redecorate or paint any such PREMISES included in said notice, with the cost

thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to CITY on demand. If, for any reasons, payment of such fees becomes delinquent, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

D. Property Damage and Theft Reporting

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

E. Damage or Destruction to Premises

1. Partial Damage

If all or a portion of the PREMISES is partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense, subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expense incurred in making such repairs.

2. Extensive Damage

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

3. Complete Destruction

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, CONCESSIONAIRE may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of CONCESSIONAIRE, its agents, officers, or employees, said fees and

charges shall not abate and CITY may, in its discretion, require CONCESSIONAIRE to repair and reconstruct the same within twelve (12) months of such destruction and CONCESSIONAIRE shall be responsible for reimbursing CITY for the cost and expenses incurred in making such repairs. CONCESSIONAIRE shall continue paying CITY rent as determined above during the rebuilding of the FACILITY.

4. Limits of CITY'S Obligation Defined

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by CONCESSIONAIRE at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies shall be the responsibility of CONCESSIONAIRE and any such redecoration and refurnishing/reequipping shall be equivalent in quality to that originally installed.

F. Pest Control

Unless otherwise specified in the AGREEMENT, CONCESSIONAIRE shall be responsible for pest control in and around the PREMISES, including but not limited to, abatement of insects (including roaches, bees, etc.), spiders, rodents, vermin, and other nuisance pests, if the pests are found in or on structures or areas used and maintained by CONCESSIONAIRE, such as any of the following portions of the PREMISES:

1. Any portion of a building or enclosed structure with walls, roof, and doors, such as payment booth, storage facilities, offices and storage containers owned and/or used by CONCESSIONAIRE.
2. Other areas, structures, or facilities adjacent to the PREMISES, but not used by or under the control of CONCESSIONAIRE; or areas, structures, or facilities shared by CONCESSIONAIRE and RAP.

Pest control for pests which may cause permanent structural damage to RAP property (for example, termite infestation) shall be the responsibility of CITY. CONCESSIONAIRE shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES clean and orderly in accordance with this Section, and keeping wood components painted. RAP may direct CONCESSIONAIRE to take additional measures to abate pests which are an immediate threat to public health or safety.

SECTION 11. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the PREMISES, nor do or permit to

be done anything which may interfere with free access and passage to the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties.

3. Interfere with the public's enjoyment and use of the FACILITIES or use the PREMISES for any purpose which is not essential to the CONCESSION operations.
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP.
5. Overload any grounds in the PREMISES.
6. Place any additional lock of any kind upon interior or exterior doors in the PREMISES, or make any change to any existing doors or window locks or the mechanism thereof, unless a key is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior and exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay CITY, on demand, the cost for replacement thereof.
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary.;
8. Use, create, store or allow any hazardous materials as defined in Title 26, Division 19.1, Section 19-2510 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws.
9. Allow any sale by auction upon the PREMISES.
10. Permit undue loitering on or about the PREMISES.

11. Use the PREMISES in any manner that will constitute waste.
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 12. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Twenty Thousand Dollars (\$20,000.00) to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S deposit shall be in the following form:

A cashier's check drawn on any bank that is a member of the Los Angeles Clearing House Association, which cashier's check is payable to the order of the City of Los Angeles.

A. Agreement of Deposit and Indemnity

CONCESSIONAIRE unconditionally agrees that in the event of any default, CITY 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.

B. Maintenance of Deposit

Said deposit shall be held by CITY during the entire term of the AGREEMENT.

C. Return of Deposit to CONCESSIONAIRE

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

SECTION 13. TAXES, PERMITS, AND LICENSES

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, certifications, etc. CONCESSIONAIRE shall perform all necessary coordination to ensure performance of permitted activity.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or

upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, the CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

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

SECTION 14. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser.

SECTION 15. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three (3) years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by 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 its employees who handle money.

B. Cash and Record Handling Requirements

If requested by RAP, CONCESSIONAIRE shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the CONCESSION which shall be submitted to RAP for approval.

CONCESSIONAIRE shall be required to maintain a method of accounting which shall correctly and accurately reflect the gross receipts and disbursements received or made by CONCESSIONAIRE. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other business operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day to day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

C. Method of Recording Gross Receipts

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

In lieu of a cash register as described directly above, the CONCESSIONAIRE may install a computerized Point-of-Sale system, including hardware and software, to record transactions and receipts. Such computerized Point-of-Sale system must be capable of providing paper receipts to patrons, have a price display which is and shall remain at all times visible to the public, and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the computerized Point-of-Sale system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased.

D. Annual Statement of Gross Receipts and Expenses

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

In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay CITY within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 16. REGULATIONS, INSPECTION, AND DIRECTIVES

A. Constitutional and Other Limits on CONCESSIONAIRE'S Rights to Exclusivity

Notwithstanding exclusivity granted to Concessionaire by the terms of this Agreement, the City in its discretion may require Concessionaire, without any reduction in rent or other valuable consideration to Concessionaire, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

B. Conformance with Laws

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 RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over the CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. Permissions

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or 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 the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. Park Rangers are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct of the CONCESSION. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

1. To determine if the terms and conditions of the AGREEMENT are being complied with.
2. To observe transactions between the CONCESSIONAIRE and patrons in order to evaluate the quality of services provided or quality and quantities of items sold or dispensed.
3. To ensure quality control and verify the validity of mandatory operating permits.

E. Control of Premises

CITY shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by said CITY. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE.

F. Business Inclusion Program

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

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit I) when submitting the Monthly Remittance Advice. Upon completion of the project, a summary of

these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit J) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

G. First Source Hiring Ordinance

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
 - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;
 - b. Interview qualified individuals referred by EWDD; and;
 - c. Prior to filling any employment opportunity, the CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

SECTION 17. SURRENDER OF POSSESSION

CONCESSIONAIRE agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of the AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by CONCESSIONAIRE or CITY, normal use and wear and tear thereof excepted.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and CONCESSIONAIRE. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by CONCESSIONAIRE under the AGREEMENT.

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to CITY and shall, without cost to CITY, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the premises to the same or as good condition, ordinary wear and tear excepted, as the same were in it at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have thirty (30) days to effect removal and restoration. RAP may 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 18. NOTICES

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

Department of Recreation and Parks
Attention: Special Operations Branch/Concessions Unit
P.O. Box 86328
Los Angeles, CA 90086

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. Written notices may also be emailed to RAP Concessions Analyst.

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

B. To CONCESSIONAIRE:

The execution of any notice to CONCESSIONAIRE by RAP shall be as effective for CONCESSIONAIRE as if it were executed by BOARD, or by Resolution or Order of said BOARD.

All such notices may either be delivered personally to the CONCESSIONAIRE or to any officer or responsible employee of CONCESSIONAIRE or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail, or transmitted via email by RAP Concessions Analyst. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to CONCESSIONAIRE shall be addressed to CONCESSIONAIRE as follows:

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

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

SECTION 19. 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. Premises Map
- C. Proposal in Response to RFP No. CON-M24-001
- D. Form General No. 87 "Non-Employee Accident or Illness Report"
- E. Monthly Remittance Advice Form
- F. Special Occurrence and Loss Report
- G. Required Insurance and Minimum Limits; Instructions on Submitting Required Insurance

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 G, 4) Exhibit B, 5) Exhibit D, 6) Exhibit E, 7) Exhibit F, 8), Exhibit C.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and **CONCESSIONAIRE** has executed the same as of the day and year herein below written.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

BY: _____ DATE: _____
 JIMMY KIM
 General Manager

CONCESSIONAIRE

BY: _____ DATE: _____
Title: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

BY: _____ DATE: _____
 Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 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 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. 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

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 _____

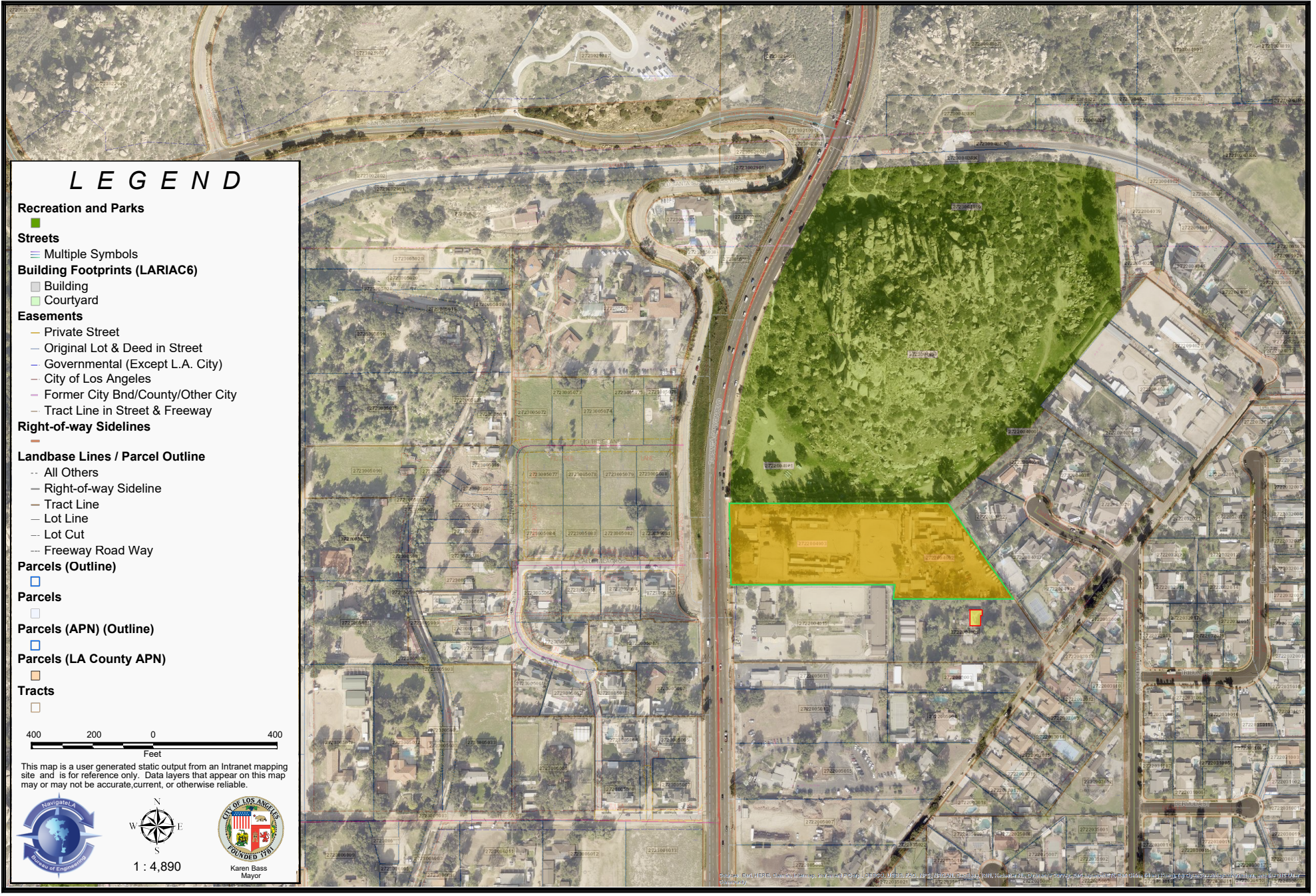
Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds

Crime Insurance

Other: _____

Sample Agreement Exhibit B: Stoney Point Ranch Equestrian Center (yellow highlight)



LEGEND

Recreation and Parks

Streets

Multiple Symbols

Building Footprints (LARIAC6)

Building
 Courtyard

Easements

Private Street
 Original Lot & Deed in Street
 Governmental (Except L.A. City)
 City of Los Angeles
 Former City Bnd/County/Other City
 Tract Line in Street & Freeway

Right-of-way Sidelines

Landbase Lines / Parcel Outline

All Others
 Right-of-way Sideline
 Tract Line
 Lot Line
 Lot Cut
 Freeway Road Way

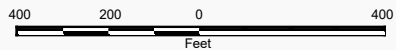
Parcels (Outline)

Parcels

Parcels (APN) (Outline)

Parcels (LA County APN)

Tracts



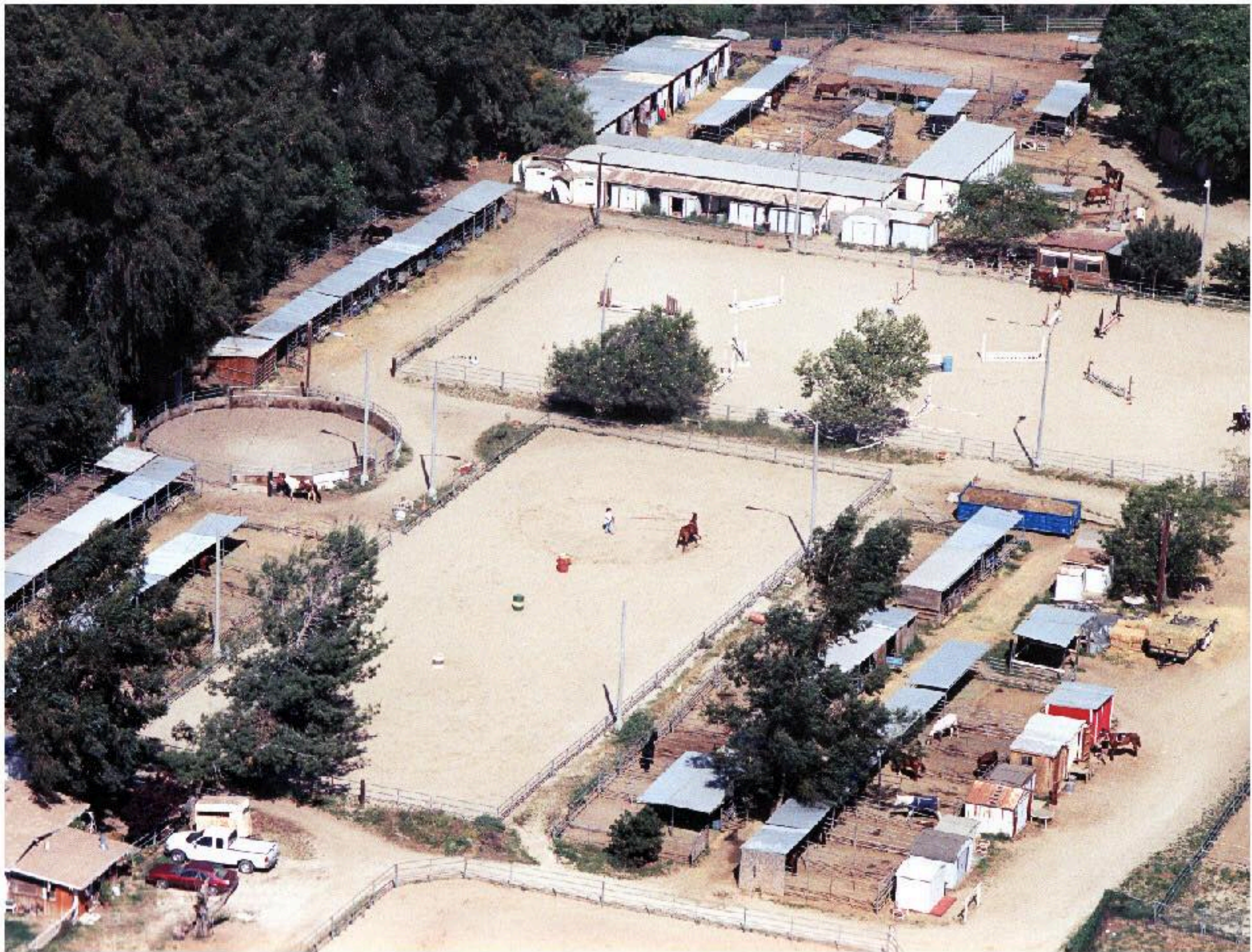
This map is a user generated static output from an Intranet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.



1 : 4,890



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**PROPOSAL IN
RESPONSE TO RFP
CON-M24-001**

[Type here]

[Type here]

[Type here]

Orig.. City Attorney m/s 140
 Dup. Risk Manager m/s 625-24
 Trip. Dept. Area Office or Division Head

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting

Recreation and Parks

INSTRUCTIONS: All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER

PART II – ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

PART III – WITNESSES

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

PART IV – STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V – EMPLOYEE FILING REPORT

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

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

**REMITTANCE ADVICE FORM
STONE POINT RANCH EQUESTRIAN CENTER**

PERIOD COVERED: From: _____ To: _____

	Gross Revenue	Revenue Sharing %	
CATEGORY		=	
CATEGORY		=	
CATEGORY		=	

LATE RENT FEE: All payments are due by the 15th calendar day of each month for the previous month. _____

OCCUPANCY TAX: Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of Charges paid. (Exemption may apply.) _____

LATE OCCUPANCY TAX FEE: Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months. _____

SUB-TOTAL DUE: \$ -

ADJUSTMENTS*: Explain: _____

\$ -

*NOTE: All 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: \$ -

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

Signature: _____ Date: _____

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

Sample Agreement Exhibit F

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
----------	-------

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
---	-------

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? YES NO D.R. NUMBER _____

14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? YES NO WORK ORDER _____

15. PERSONS INVOLVED: WITNESS VICTIM 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
					<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.

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:

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Required Insurance and Minimum Limits

RFP Exhibit F

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

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Other:

CITY OF LOS ANGELES

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(Share this information with your insurance agent or broker)

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Proposer Input Instructions

General:

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

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

Concession Location:

Year 1 Forecast													
	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
SALES													
Boarding Fees													\$0.00
Lesson Fees													-
Show Entry/Attendance Fees													-
Training Fees													-
Food/Beverage Sales (if held)													-
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
TOTAL INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COST OF GOODS													Total Annual Inc. \$0.00
Cost of feed, shavings, hay, fuel, etc.													\$0.00
													-
													-
													-
Total Cost of Goods													-
Gross Profit from Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
OPERATING EXPENSES													
Wage Expense													\$0.00
Total Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
FICA													-
CA EDD													-
Worker's comp													-
Insurance and Benefits													-
Total Labor Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ -
Varriable Expenses													
Acctg/Legal													-
Cleaning & Paper Supplies													-
Credit Card Expense													-
Entertainment/Music													-
Equipment Rental													-
Floral, Expendables													-
Laundry & Linens													-
Office Expense													-
Telephone													-
Trash Removal													-
Utilities													-
Marketing													-
Subtotal Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Expenses													
Insurance													-
Licenses & Permits													-
Repalcement Reserve													-
Subtotal Fixed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Occupancy Expenses (MAG)													
Special Events (if held)													
MAG Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Exp.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00
Annual Total Net Income													\$0.00

Equestrian Center Spreadsheet

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	10 Year Forecast									
SALES	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Boarding Fees										
Lesson Fees										
Show Entry/Attendance Fees										
Training Fees										
Food/Beverage Sales (if held)										
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
COST OF GOODS										
Cost of feed, shavings, hay, fuel, etc.										
COST OF GOODS										
Food, beverages (if held)	-	-	-	-	-	-	-	-	-	-
Total Cost of Goods	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gross Profit from Sales	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENSES										
Wage Expense	\$0.00									
Total Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
FICA										
CA EDD										
Worker's comp										
Insurance and Benefits	\$0.00									
Total Labor Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Variable Expenses										
Acctg/Legal										
Cleaning & Paper Supplies										
Credit Card Expense										
Entertainment/Music										
Equipment Rental										
Floral, Expendables										
Laundry & Linens										
Office Expense										
Telephone										
Trash Removal										
Utilities										
Marketing	\$0.00									
Subtotal Variable	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Expenses										
Insurance										
Licenses & Permits										
Replacement Reserve	\$0.00									
Subtotal Fixed	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Occupancy Expenses (MAG)										
Food										
Alcohol										
Special Events (if held)	\$0.00									
MAG Payments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Operating Exp.	\$ -	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET INCOME	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt and Tax Expense										
Debt Expense										
Taxes										
Other										
NET PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

Detail Assumptions used for developing proposed Revenues and Expenses	
Revenue:	
Boarding Fees	
Lesson Fees	
Show Entry/Attendance Fees	
Training Fees	
Food/Beverage Sales (if held)	
Cost of Goods	
Cost of feed, shavings, hay, fuel, etc.	
Expenses:	
<u>Concession Fee</u>	
Food	
Beverages	
Special Events (if held)	
Other	
Payroll Costs	
Wages	
Payroll Taxes	
Health Insurance & Benefits	
Workers' Compensation Insurance	
Variable Costs	
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	
Fixed Costs	
Depreciation	
Insurance & Liability	
Service Contracts	
Licenses	
Other	
Debt Expense	
Taxes	
Other	

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

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

FINANCIAL OFFER FORM

FOR: STONEY POINT RANCH EQUESTRIAN CENTER CONCESSION

Monthly Concession Fee Commitment

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

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (Spell Out Percentage)
Boarding	Eight percent (8%)	(%)
(Insert additional categories as applicable)		

For year five, concessionaire shall pay monthly to City the greater of the PGR as indicated above or one-twelfth of the Minimum Annual Guarantee (MAG) entered below which must be at least Forty Thousand Dollars (\$40,000.00) for:

	ACCEPTABLE MINIMUM ANNUAL GUARANTEE (MAG)	MAG OFFERED BY PROPOSER (Spell Out Amount)
YEAR 5	\$40,000.00	

THE MAG FOR SUBSEQUENT YEARS IS THE PREVIOUS YEAR'S MAG OR 90% OF THE PERCENTAGE OF GROSS RECEIPTS PAID FOR THE PREVIOUS CONTRACT YEAR, WHICHEVER IS GREATER.

Prepared By: _____

(Authorized Signature) (Print Name)

(Company Name) (Title)

Date: _____

**DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
STONE POINT RANCH EQUESTRIAN CENTER CONCESSION**

TERMS AND CONDITIONS ACCEPTANCE FORM

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

Entity Address: _____

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

Contact Name: _____

Contact Telephone: _____

Contact Fax: _____

Email Address: _____

Authorized Signature

Date

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

Instructions:

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

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

REQUEST FOR PROPOSAL
Stoney Point Ranch Equestrian Center
(CON-F24-001)

RFP EXHIBIT J

CONCESSION IMPROVEMENTS OFFER FORM

Proposer _____

Concession Improvements Offer

1. Proposed Capital Investment for Leasehold Improvements \$ _____ (A)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

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

2. Proposed Capital Investment for Furniture, Fixtures, and Equipment \$ _____ (B)
(EXCLUSIVE OF ARCHITECTURAL, ENGINEERING, AND IN-HOUSE FEES)

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

3. Architectural, engineering, and in-house fees (not to exceed 15%) \$ _____ (C)

Total Capital Investment Commitment (add A + B + C above) = \$ _____

Total Mid-term Refurbishment Commitment (If option(s) are exercised) \$ _____

Signature of Authorized Person: _____ Date: _____

Printed Name: _____ Title: _____

Note: Please attach additional pages if necessary for description and amounts. This form must be signed by an authorized representative of the proposing entity.

Jon Wilhelm • Certified CREIA Inspector

Inspecting California Real Estate Since 1986

11684 Ventura Blvd. #5050, Studio City, CA 91604

Property: 10861 Andora Chatsworth**Job #** 42175**Date:** 4/13/2022

Page 1 of 8

Customer: City Of Los Angeles**Total Due:** \$ Paid in Full. Check #0301197352

This report is an independent opinion by a Certified CREIA Inspector at the time of inspection only and is not a guarantee of any present or future conditions. No warranties expressed or implied are given. Standards of Practice of the California Real Estate Inspection Association can be found at CREIA.org. Verbal or written comments beyond the Standards of Practice of CREIA are not a full evaluation of the condition and no fee was charged. This report is not a substitute for the sellers or brokers legal obligation to disclose all known defects to the buyer. Due to conditions that may change or improperly repaired after this inspection, any future buyer of this property should hire their own independent inspector before purchase. This report is void for any other party other than original customer noted above.

The inspection is performed to verify the conditions of visible and accessible areas of this property only and does not involve moving furniture, artwork, rugs, personal or clothing items, storage or insulation. Areas deemed unsafe or inaccessible by the inspector are excluded from inspection. This report does not include or verify that any improvement has been done in compliance with applicable building codes or permits. Buyer should personally verify all permits with local Department of Building and Safety before purchase. Obtaining permits does not guarantee conditions are safe or built to code. The inspector does not verify the adequacy or legal use of any non-permitted structure or any improvements performed by a non-licensed contractor.

Excluded are conditions of termite or pest problems, minor cosmetic details or adjustments, geology or earth movement, drainage or flood conditions, sump pumps, underground plumbing, recall appliances or building materials, ADA compliance, security systems, elevator systems, phone, media or communication systems, intercoms, fire or lawn sprinkling systems, overflow drains, smoke alarms, carbon monoxide sensors, low volt lighting systems, timer activated, night sensor or motion sensor activated devices, asbestos, lead paint or any toxic substance testing, mold or mildew testing, radiation from high power electric sources, radon, the interior of any heating device, electronic filters, humidity systems, solar heating or electric systems, portable appliances, retaining walls, block walls or fences, property line identification, fountains or ponds, any device not responding to normal user controls, or common condominium areas. The inspector does not verify the cause of any stains or cracks. Consult a licensed structural engineer to verify the cause and cost to repair any cracks noted in this report. Any noted defect is a cause to fully inspect the entire system. Due to conditions that may not be visible during the inspection, the cost and extent of any needed repairs noted in this report, including all non-permitted repairs or improvements, should be established before purchase, by a contractor licensed to perform the work. This visual inspection is not an engineering analysis of any condition. Upon acceptance, customer acknowledges and agrees with conditions and exclusions of this report.

Buildings constructed in or before 1978 may contain lead-based paint or asbestos that can be disturbed during remodeling or demolition, creating dust and exposure to health hazards. As of April 22, 2010, contractors remodeling or demolishing more than six square feet indoor or 20 square feet outdoor must be trained and certified by the U.S. EPA to work in homes built in or before 1978. Consult a licensed specialist to test for any toxic conditions before purchase.

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INTERIOR	EXTERIOR
<p>ATTIC: CONDITION: Needs repair The main house attic has debris from a rood replacement. Minimal attic insulation does not comply with current standards. See Note (1) below</p>	<p>PAVEMENTS: CONDITION: None No pavements on the property.</p>
<p>LAUNDRY FACILITIES: CONDITION: Needs repair. Water, 110 electric and 220 electric available, no visible leaks. Portable units are not tested. Excessive lint noted behind the dryer. See Note (2)</p>	<p>LIGHTING: CONDITION: Needs repair Most exterior lights did not operate. The round arena light is operable. Other arena lights did not operate. Two arena lights are removed. See (4)</p>
<p>ELECTRIC PANEL: CONDITION: Need repair The main panel at both houses are "Zinsco" brand which are known to malfunction and cause fires. Zinsco panels should be replaced as soon as possible which requires a permit and compliance with current code. See (3)</p>	<p>FIREPLACE/CHIMNEYS: CONDITION: Needs repair The fireplaces have open mortar gaps in the flues that need sealing before using the fireplaces. The BBQ fireplace has original wood shingles in the flue that are a fire hazard and restricts full inspection. See (5)</p>
<p>CRAWL SPACE: CONDITION: NONE NONE</p>	<p>EXTERIOR: CONDITION: Needs repair The exterior wood siding and trim has extreme neglect and lack of maintenance. The wood siding has earth wood contact which is not to code. The exterior grading around the house should be lowered to code and sloped away from the foundation. See Note (6) below</p>
<p>TEMPERED GLASS SEALS: CONDITION: None No visible tempered marks on sliding glass doors. Clean the glass to verify the glass is tempered or replace the glass.</p>	<p>GUTTERS: CONDITION: NONE NONE</p>
<p>HEATING SYSTEM: CONDITION: Needs repair. Both main house heat pump systems did not operate or respond to controls. Both roof units have damaged and open duct seams that need repair. Need repair as determined by a licensed HVAC contractor.</p>	<p>GARAGE: CONDITION: The manual main door has damaged springs, need repair to operate properly. The garage is full of storage and debris, unable to fully inspect or evaluate. The garage roof has modified framing and sagging sections. (7)</p>
<p>AIR CONDITIONING: CONDITION: Needs repair The south main house roof unit did not operate. The north main house unit is operable but not cooling to capacity. The roof units have damaged and open ducts that need repair before using the systems. Open ductwork may cause dust restriction inside the units. Damaged and loose electric conduit noted at the roof units. Both systems are older and should be considered beyond expected life. Both systems need repair, cleaning or replacement as determined by a licensed HVAC contractor.</p>	<p>ROOF: CONDITION: Needs Repair The main house roof has extensive damaged, loose and missing shingles, typical of this lower quality roof material. Surface wear and deterioration noted. Evidence of roof leaks at several sections of the interior ceilings. Sections of the drip flashings are missing causing wood rot and termite damage to the wood eaves. The roof lacks recent maintenance. The chimney flashing is not properly sealed. Need repair or replacement now as determined by a licensed roofing contractor.</p>
<p>DOORBELL: None.</p>	<p>LANDSCAPING: Not maintained.</p>

ADDITIONAL REMARKS

NOTE (1) Limited access, unable to fully inspect. The south attic access opening is blocked by storage and was not inspected.

NOTE (2) The dryer vent duct may not be fully sealed. The dryer exterior vent cap is removed. The laundry sink is removed. The floor around the washing machine is stained and has extensive vinyl floor damage. Need repair.

NOTE (3) The electric panels and sub-panels have missing inner covers with live wires exposed, open knock out holes that need covers, some double wires on breakers. Overcrowded wiring and a lack of required labeling. The panel rating labels are removed, unable to fully evaluate. Leaves and debris inside the panels are a fire hazard. The west house electric panel has exposed romex type wiring that is not to code and unsafe. All electric panels have code violations and unsafe conditions. The exterior arena lights have missing covers at the base with exposed wiring, unsafe condition for tenants and visitors on the property. Need repair as soon as possible as determined by a licensed electrician.

NOTE (4) The exterior light fixtures at the lower north wall are unsafe if bulbs are removed, exposing live electric components.

NOTE (5) The living room fireplace front brick panel has smoke stains which indicate being used with an excessive high flame or improper draw of smoke. The hearth extension tiles are removed, need repair. The chimney needs a proper spark arrestor and rain caps to code. Dampers are operable. No gas connections in the fireplaces. Both units need full camera inspection and repair as determined by a licensed fireplace specialist before using the fireplaces.

NOTE (6) Present condition will conceal wood damage and cause water intrusion. The stack of logs against the front wood siding will attract termites and conceal wood damage to the siding. The logs should be removed to fully inspect the siding. Most sections of wood trim and siding need paint and extensive wood repair. Most window frames need glazing repair to prevent water intrusion. Wood rot and termite damage noted at the roof eaves. Need repair and evaluation as determined by a licensed pest control specialist.

NOTE (7) The garage roof is sagging and uneven at several sections. The garage attic storage framing is modified and appears to have excessive weight hanging from the roof framing. Wood rot and fungus damage noted at the interior roof framing. Need structural repair as determined by a licensed structural engineer. The garage rear added rooms have damaged and partially removed drywall, exposed electric wiring and sections with visible mold or mildew. Unhealthy condition. Consult a licensed mold specialist. The added bathroom and kitchen are not functional. The side door is damaged. Check for the required permit for the garage additions and structural modifications. The garage roof has wood damage and visible open holes.

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LIVING ROOM

DINING AREA

FLOOR: Composite veneer type planks. Some surface wear and stains.	CONDITION: Fair
WALLS: Painted and paneled. Good condition. Minor hole in the wall from the front door handle hitting the foyer wall.	CONDITION: Needs repair
CEILING: Wood, good condition. The foyer ceiling is stained and has plaster damage, evidence of roof leaks.	CONDITION: Needs Repair
WINDOWS: Wood type, operable. Two cracked glass panels.	CONDITION: Need Repair
DOORS: Operable, wood damage noted at the foyer entry door and frame.	CONDITION: Needs repair
WALL OUTLETS: Operable. Some were not reached and not tested due to storage or furniture. One outlet cover is missing.	CONDITION: Need repair
WALL SWITCHES: Operable	CONDITION: Good
ELECTRIC FIXTURES: Operable	CONDITION: Good

FLOOR: Composite veneer type planks.	CONDITION: Good
WALLS: Painted	CONDITION: Good
CEILING: Painted	CONDITION: Good
WINDOWS: Wood type	CONDITION: Operable
DOORS: Operable	CONDITION: Good
WALL OUTLETS: Operable. Some were not reached and not tested due to storage or appliances being used.	CONDITION: Good
WALL SWITCHES: Operable	CONDITION: Good
ELECTRIC FIXTURES: Operable	CONDITION: Good

ADDITIONAL REMARKS:

ADDITIONAL REMARKS:

REAR SOUTH OFFICE ROOM

FRONT NORTH BEDROOM

FLOOR: Composite veneer type planks.	CONDITION: Good
WALLS: Painted	CONDITION: Fair
CEILING: Acoustic sprayed type, some stains and minor damage. See Note (1)	CONDITION: Needs repair
WINDOWS: None	CONDITION: None
DOORS: Operable. The exterior door frame is damaged and the door has a cracked glass panel.	CONDITION: Needs repair
WALL OUTLETS: Operable. Some were not reached and not tested due to storage or appliances being used.	CONDITION: Good
WALL SWITCHES: Operable	CONDITION: Good
ELECTRIC FIXTURES: Operable	CONDITION: Good

FLOOR: Composite veneer type planks. Stained and some surface wear.	CONDITION: Fair
WALLS: Painted, some stains.	CONDITION: Fair
CEILING: Acoustic sprayed type, some patching noted. The acoustic material should be tested for possible asbestos content before repair or removal.	CONDITION: Fair
WINDOWS: Wood type, the front window is inoperable. One cracked glass panel. The side window is covered and was not tested.	CONDITION: Need Repair
DOORS: Operable, the room door sticks at the frame and the hinges are loose. The room door is damaged, need replacement.	CONDITION: Needs repair
WALL OUTLETS: Operable. Some were not reached and not tested due to storage or appliances being used.	CONDITION: Good
WALL SWITCHES: Operable	CONDITION: Good
ELECTRIC FIXTURES: Operable	CONDITION: Good

ADDITIONAL REMARKS:
NOTE (1) The acoustic ceiling material should be tested for possible asbestos content before repair, removal or handling. If the asbestos test is positive, the entire house and HVAC system should be tested. Any asbestos removal should be done by a licensed asbestos abatement contractor.

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REAR NORTH BEDROOM

REAR SOUTH BEDROOM

FLOOR: **CONDITION:** Needs repair
Vinyl, heavily stained and extensive damaged and loose vinyl tiles. The damaged and loose floor material should be tested for possible asbestos.

FLOOR: **CONDITION:** Fair
Composite veneer type planks. Surface wear and damaged planks from excessive moisture when cleaning.

WALLS: **CONDITION:** Good
Painted

WALLS: **CONDITION:** Fair
Painted, some stains.

CEILING: **CONDITION:** Good
Acoustic sprayed type

CEILING: **CONDITION:** Needs repair
Acoustic sprayed type, several moisture stains.

WINDOWS: **CONDITION:** Operable
Aluminum slider

WINDOWS: **CONDITION:** None
None

DOORS: **CONDITION:** Fair
Operable. Two closet door mirror panels are removed.

DOORS: **CONDITION:** Not tested.
Both sliding doors are blocked and were not tested.

WALL OUTLETS: **CONDITION:** Good
Operable. Some were not reached and not tested due to storage or furniture.

WALL OUTLETS: **CONDITION:** Good
Operable. Some were not reached and not tested due to storage or appliances being used.

WALL SWITCHES: **CONDITION:** Good
Operable

WALL SWITCHES: **CONDITION:** Good
Operable

ELECTRIC FIXTURES: **CONDITION:** Good
Operable

ELECTRIC FIXTURES: **CONDITION:** Needs repair.
Operable except three light fixture at the sink area did not operate.

ADDITIONAL REMARKS:

ADDITIONAL REMARKS:

FAMILY ROOM

XXXX Intentionally left blank.

FLOOR: **CONDITION:** Needs repair
Vinyl, extensive damaged and loose vinyl tiles. Moisture stains at the north and east sections. Possible water intrusion damage.

FLOOR: **CONDITION:**

WALLS: **CONDITION:** Good
Paneled

WALLS: **CONDITION:**

CEILING: **CONDITION:** Needs repair
Acoustic sprayed type, some stained and damaged sections. Test for possible asbestos before removal or repair.

CEILING: **CONDITION:**

WINDOWS: **CONDITION:** Need Repair
Wood type, operable. One cracked glass. One damaged lock.

WINDOWS: **CONDITION:**

DOORS: **CONDITION:** Needs repair
Operable. The rear door has frame damaged and needs replacement.

DOORS: **CONDITION:**

WALL OUTLETS: **CONDITION:** Needs repair
Operable. Visible outlets are non-grounded type. Some were not reached and not tested due to storage or appliances being used. See (1)

WALL OUTLETS: **CONDITION:**

WALL SWITCHES: **CONDITION:** Good
Operable

WALL SWITCHES: **CONDITION:**

ELECTRIC FIXTURES: **CONDITION:** Good
Operable

ELECTRIC FIXTURES: **CONDITION:**

ADDITIONAL REMARKS:
NOTE (1) Some appliances and electronics require grounded outlets or may cause damage or void a warranty. Consult a licensed electrician for grounding options and cost.

ADDITIONAL REMARKS:

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BATHROOM AT FRONT NORTH BEDROOM HALL

3/4 BATHROOM AT REAR SOUTH BEDROOM

SHOWER/TUB: **CONDITION:** Needs repair
Unable to test or inspect. The shower glass door panel is cracked. See Note (1) below

SHOWER/TUB: **CONDITION:** Needs repair
The shower faucet is inoperable. The shower glass door panel is cracked. Some cracked tiles noted. Need repair before using the shower.

SINK/TOILET: **CONDITION:** Unable to test.
Covered by storage, unable to test or inspect.

SINK/TOILET: **CONDITION:** Need repair
All operable. Toilet base is loose. Very low water pressure at the main sink faucet. The outer sink is cracked and the faucets are inoperable. (2)

SWITCHES/OUTLETS: **CONDITION:** Unable to test.
Light switches are operable. Unable to test electric outlets.

SWITCHES/OUTLETS: **CONDITION:** Need repair.
Operable. Electric outlets should be G.F.I. type outlets to code.

ELECTRIC FIXTURES: **CONDITION:** Good
Operable

ELECTRIC FIXTURES: **CONDITION:** Needs repair.
Operable except three fixtures did not operate.

FLOOR: **CONDITION:** Unable to inspect.
Tile, unable to inspect due to full room of storage.

FLOOR: **CONDITION:** Fair
Tile

CABINETS/COUNTER: **CONDITION:** Unable to inspect.
Wood cabinet and tile counter. Unable to inspect, full of storage.

CABINETS/COUNTER: **CONDITION:** Fair
Wood cabinet and tile counter.

WINDOWS: **CONDITION:** None
None. Vent fan is operable.

WINDOWS: **CONDITION:** None
None. Vent fan is operable. The vent fan needs interior cleaning to operate properly.

CEILING/WALLS: **CONDITION:** Need repair
Painted. Heavily stained and some peeling paint, mildew or mold stains. Unable to fully inspect.

CEILING/WALLS: **CONDITION:** Need repair
Painted, some plaster damage at the ceiling and walls. The wall mirror is cracked.

ADDITIONAL REMARKS:
NOTE (1) This bathroom is full of storage. Unable to inspect or test plumbing fixtures or fully inspect the walls and floor.

ADDITIONAL REMARKS:
NOTE (2) The toilet supply valve does not fully shut off, need repair.

BATHROOM AT REAR NORTH BEDROOM

1/2 BATHROOM

SHOWER/TUB: **CONDITION:** Needs repair
The tub faucet is not properly secured. The tub drain stopper is inoperable. Both shower door glass panels are cracked, one door is removed.

SHOWER/TUB: **CONDITION:** None
None

SINK/TOILET: **CONDITION:** Need repair
All operable except the sink drain is completely clogged and the sink is cracked.

SINK/TOILET: **CONDITION:** Needs repair
All operable. No visible leaks. The wall sink is not properly secured, need repair.

SWITCHES/OUTLETS: **CONDITION:** Need repair.
Operable. Electric outlets should be G.F.I. type outlets to code.

SWITCHES/OUTLETS: **CONDITION:** Need repair.
Operable. The electric outlet is not grounded and should be G.F.I. type outlets to code.

ELECTRIC FIXTURES: **CONDITION:** Needs repair.
Operable except one light above the sink is inoperable.

ELECTRIC FIXTURES: **CONDITION:** Good
Operable

FLOOR: **CONDITION:** Good
Tile

FLOOR: **CONDITION:** Poor
Tile, stained and surface wear.

CABINETS/COUNTER: **CONDITION:** Needs repair.
Wood cabinet and tile counter. Fair condition. One cabinet knob is missing.

CABINETS/COUNTER: **CONDITION:** None
None

WINDOWS: **CONDITION:** None
None. Vent fan is operable.

WINDOWS: **CONDITION:** Operable
Wood type

CEILING/WALLS: **CONDITION:** Need repair
Painted. Some wall plaster damage behind the toilet.

CEILING/WALLS: **CONDITION:** Fair
Painted

ADDITIONAL REMARKS:

ADDITIONAL REMARKS:

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KITCHEN CONDITION: REMARKS:

RANGE:	3/4 Operable	One electric heating element did not operate. The burners are not aligned properly.
OVEN:	Operable	Unit is not secured to the cabinet. Unsafe condition. Need repair before using the oven.
REFRIGERATION:	None built-in	Portable units are not inspected.
DISPOSAL:	None	A garbage disposal is required when a dishwasher is installed. Need repair to code.
DISHWASHER:	Operable	The dishwasher needs an air gap valve installed to code. Present condition is unhealthy. (1)
EXHAUST FAN:	Operable	The fan system needs cleaning and new filters installed to operate properly.
MICROWAVE:	None built in.	Portable units are not tested.
BLENDER	Inoperable	The counter top blender did not operate or respond to controls. Need repair.

CABINETS: **CONDITION:** Needs repair
Wood type. Some surface wear. Wood rot damage noted at the cabinet under the sink. Evidence of previous leaks under the sink.

WINDOWS: **CONDITION:** Need Repair
Wood type. Two are operable. Two are inoperable.

COUNTERS: **CONDITION:** Fair
Tile, fair condition. Some sections need grout repair.

FLOOR: **CONDITION:** Poor
Vinyl, surface wear and damaged sections.

OUTLETS/LIGHTING: **CONDITION:** Need repair
Operable. Current code requires all electric outlets on the kitchen counter to be G.F.I. type outlets. Current outlets are not GFI type. See (2)

WALLS/CEILING: **CONDITION:** Needs repair
Painted, some minor cracks, extensive plaster damage and stains at the rear hall walls and ceiling and above the sink area.

FAUCETS/DRAINS: **CONDITION:** Good
All operable, No visible leaks.

DOORS: **CONDITION:** Needs repair
Operable. The rear door has wood damage.

ADDITIONAL REMARKS:
NOTE: This page id for the main house.
NOTE (1) The function of an air gap valve is to ensure the dishwasher is fully draining during each drain cycle. Incomplete draining may cause the dishwasher to operate with dirty water. Need an air gap valve installed to code.
NOTE (2) The electric junction box under the sink should not be mounted to the cabinet floor and needs a cover installed. Move the outlet to code.

P L U M B I N G

PLUMBING TYPE: **CONDITION:** Needs repair
The main house visible water pipes are galvanized type which appear to be original and should be considered beyond the expected life of the material. The main water line into the house is PVC (plastic), which should be painted to reduce deterioration. See (3)

POOL/SPA: **CONDITION:** None
None

WATER PRESSURE:
Low when two fixtures or more are used. Should be tested by licensed plumber to determine source and any needed repairs to improve pressure.

WATER HEATER: **TYPE:** ELECTRIC **SIZE:** 40 Gallon
Exterior closet electric unit. Operable.
The pressure relief valve needs a pipe attached to code that terminates outside to prevent flooding or a scalding hazard if the valve discharges. The tank is not properly braced at the wall.
Heavily corroded water pipes above the tank need replacement as soon as possible.
The water heater closet needs a vented door installed to code.
See Note (4) below

ADDITIONAL REMARKS :

NOTE (3) The condition of the sewer drains should be inspected by camera to verify the condition and the termination to a City drain system or a septic system. Unable to verify. Need repair as determined by a licensed plumbing contractor.

NOTE (4) The laundry closet 50 gallon electric water heater is operable. Heavily corroded water pipes above the tank need replacement as soon as possible. The pressure relief valve needs a pipe attached that terminates outside to prevent flooding in the house and a scalding hazard. Both water heaters need repair as soon as possible as determined by a licensed plumbing contractor.

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INTERIOR	EXTERIOR
ATTIC: CONDITION: Unable to inspect. The attic access opening was sealed at the laundry room ceiling, unable to inspect the attic.	PAVEMENTS: CONDITION: None No pavements around the house.
LAUNDRY FACILITIES: CONDITION: Needs repair. Water, gas and electric available. No visible leaks. The gas valve is at the exterior wall. The gas valve should be at the inside wall to code.	LIGHTING: CONDITION: Needs repair Inoperable.
ELECTRIC PANEL: CONDITION: Need repair 200 AMP main breaker panel. The main panel is a 'Zinsco' brand which are known to malfunction and cause fires. The main panel needs replacement which requires a permit and compliance with current code. See (1)	FIREPLACE/CHIMNEYS: CONDITION: NONE There is a portable fireplace unit that is disconnected and moved to another room. The room where the fireplace was installed is locked and could not be inspected.
CRAWL SPACE: CONDITION: NONE NONE	EXTERIOR: CONDITION: Needs repair The wood siding has extensive termite and wood rot damage. Interior wall framing is exposed at several sections. Open holes and gaps in the siding are causing water intrusion. Earth wood contact noted at the base of exterior walls that will cause water intrusion. Unable to fully inspect. (2)
TEMPERED GLASS SEALS: CONDITION: None No sliding glass doors or shower doors.	GUTTERS: CONDITION: NONE NONE
HEATING SYSTEM: CONDITION: NONE No visible heating system. A heating system is required by code for occupancy. Need repair to code.	GARAGE: CONDITION: NONE None
AIR CONDITIONING: CONDITION: Not tested. Portable window or wall units are not tested. No built-in HVAC system.	ROOF: CONDITION: Needs Repair Extensive damaged and missing composition shingles. Wood framing and plywood is exposed causing wood damage to the roof eaves. Several sections of interior ceilings are water damaged. The repair or replacement now as determined by a licensed roofing contractor.
DOORBELL: None.	LANDSCAPING: Not maintained.

ADDITIONAL REMARKS

NOTE: This page is for the west house only.

NOTE (1) The main panel has open knock out holes that need sealing. Some mismatched breaker brands, live wires exposed and some breakers with double wires which is not to code. Overcrowded wires and some improperly installed wiring. Unsafe condition. The inner panel is removed at both house main panels which normally has the breaker labeling. The lack of breaker labeling with cause added time and cost to replace the panels due to having to identify each circuit to label the new panels. This electric panel is unsafe for tenants or visitors and needs replacement as soon as possible as determined by a licensed electrician.

NOTE (2) Grading around the base of the exterior walls need to be lowered to code to fully inspect and sloped away from the foundation to prevent water intrusion. Evidence of long term earth wood contact may have caused serious damage to the base of interior walls. The interior floor at the living room has a damaged plywood section that is sunken and does not have concrete below as required. If the floor framing has earth wood contact throughout the house, there may be extensive wood rot damage due to the improper exterior grading against the foundation. Unable to evaluate the condition of the floor without removing the interior plywood floor covering. NOTE: This building has such extensive wood damage it should be considered to have little or no value considering repair costs. Need repair as determined by a licensed structural engineer. Extensive rodent infestation at interior rooms. Unhealthy condition. Need evaluation by a licensed pest control specialist.

Guest house water heater: Inoperable. The rating label is removed, unable to fully evaluate. The unit should be inside an enclosure to code. The tank should be on a raised base to code. The pressure relief valve needs a pipe attached to code to prevent scalding if the valve discharges. The tank is not properly braced as required. Corrosion noted at the base. The vent stack is not installed as required. Need repair or replacement as determined by a licensed plumbing contractor.

The out buildings and barns are steel framed with some wood siding walls. The wood siding walls have wood damage and open holes. This condition is not structural. The portable sheds and storage rooms were not inspected.

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KITCHEN **CONDITION:** **REMARKS:**

RANGE:	None	
OVEN:	None	
REFRIGERATION:	None built-in	Portable units are not inspected.
DISPOSAL:	None	
DISHWASHER:	None	
EXHAUST FAN:	None	

CABINETS/COUNTERS: Wood cabinet and formica counter, Some damage and wear to the counter and cabinets.	CONDITION: Need repair	WINDOWS: Wood type, inoperable. Frames are damaged.	CONDITION: Need repair
OUTLETS/LIGHTING: Operable. Electric outlets on the counter should be GFI type outlets to code.	CONDITION: Need repair	FLOORS: Vinyl tiles. Most sections have damaged and loose tiles. The tiles should be tested for possible asbestos content before removal or handling.	CONDITION: Need repair
FAUCETS/DRAINS: Inoperable. The faucet is not properly secured and has very low water pressure. Not usable pressure.	CONDITION: Need repair	WALL/CEILINGS: Painted, heavily stained and some plaster damage. Open wall holes under the sink are open to the exterior.	CONDITION: Needs repair
ADDITIONAL REMARKS: NOTE: This page is for the west house only.		DOORS: Operable. One missing hinge. Exterior doors that swing out should have security hinges to prevent removing the hinge pins from the exterior.	CONDITION: Needs repair

WEST HOUSE-LIVING ROOM AND BEDROOM

WEST HOUSE-BATHROOM

FLOOR: Carpet, heavily stained. Extensive rodent droppings. Unhealthy condition. The living room floor has a sunken plywood section with open dirt below. (1)	CONDITION: Need repair.	SHOWER/TUB: The tub faucet is inoperable.	CONDITION: Needs repair
WALLS: Painted, stained and some plaster damage.	CONDITION: Needs repair	SINK/TOILET: The sink faucet is inoperable. The toilet is inoperable and loose at the base which will cause leaks.	CONDITION: Need repair
CEILING: Painted, some stains and plaster damage from roof leaks. Need repair.	CONDITION: Needs repair	SWITCHES/OUTLETS: Operable.	CONDITION: Good
WINDOWS: Vinyl type	CONDITION: Operable	FIXTURES: Operable. The ceiling light globe is removed.	CONDITION: Needs Repair.
DOORS: Operable. The bedroom door sticks at the frame. The door to the added south room is locked, unable to inspect the room. See (2)	CONDITION: Needs repair	FLOOR: Vinyl, heavily stained, damaged and loose tiles. Damaged material should be tested for possible asbestos content before removal or handling.	CONDITION: Need repair
WALL OUTLETS: Operable.	CONDITION: Good	CABINETS/COUNTER: Wood cabinets and composite counter, heavily stained and some wear.	CONDITION: Fair
WALL SWITCHES: Operable.	CONDITION: Good	WINDOWS: Aluminum slider	CONDITION: Operable
ELECTRIC FIXTURES: Operable. The bedroom light globe is missing. The ceiling fans are not balanced.	CONDITION: Need repair	CEILING/WALLS: Painted, plaster damage, peeling paint. Mold or mildew noted. Evidence of roof leaks above this room.	CONDITION: Need repair

ADDITIONAL REMARKS:

NOTE (1) The floors appear to have plywood on wood framing directly on the ground with no concrete support. Unable to fully inspect without removing the plywood floor covering. Wood floor framing directly on the ground is not to code and may require complete replacement of the floors to add a concrete slab.
NOTE (2) The south room addition appears to be a shed or storage room and was locked, unable to inspect. Check for the required permit for this addition.

AIR CONDITIONING: Portable wall units are not tested.
HEATING SYSTEM: None. Need a heating source to code.
FIREPLACE: None.
TEMPERED GLASS: No sliding glass entry doors or shower doors.



“Boarding Stable” Checklist

Criteria To Be Met:	(+) or (-)	Comments
1. Are animals kept in clean/sanitary conditions? Free of foul odors and excessive fecal matter?		
2. Are Walkways Free of Debris?		
3. Is the facility free of parasites—i.e., fleas, ticks, flies, etc.		
4. Are facilities properly ventilated to provide a safe environment for the horse?		
5. Are stalls large enough for the horses to move freely and comfortably in?		
6. Outside stalls must have shelters for escape from the elements.		
7. Is fresh/clean water available at all times?		
8. Are all enclosures kept in good repair? (No nails poking or mangled chain link)		
9. Are arena areas free of debris or articles that may cause injury to a horse?		
10. Are fire extinguishers and smoke detectors available through out the facility?		
11. Is a copy of the fire evacuation plan on file with the D.A.S. and is one visible within the facility?		
12. Is someone at the stable available 24 hours a day to monitor the stables?		
13. Is an emergency contact number posted on the stable?		
14. Are there sufficient numbers of employees to properly care for the number of animals being kept? Is the stable within their limit?		
15. While open for business, is the facility supervised by an individual of 18 years of age or older?		
16. Food areas must be kept in a clean and sanitary manner.		
17. Are bags of food kept off of the ground on pallets or some other suitable rodent prevention measures taken?		
18. Is open food maintained in vermin-proof containers?		
19. Is hay free of mold and kept out of the elements?		
20. Are cleaning supplies and other chemicals clearly labeled and maintained away from the animals and food?		
21. Are the names, addresses, and phone numbers of all the animals available for review?		

“Boarding Stable” Checklist Continued:

22. Are veterinary and vaccination records available for review?		
23. Are all medications labeled by the prescribing licensed veterinarian ?		
24. Are medical records maintained available for review for animals being treated/kept in the hospital/isolation area?		

Notes:

Notes section containing a large empty rectangular box for handwritten or typed notes.