

AGREEMENT NO.

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND  
CALIFORNIA DINING SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board") and CALIFORNIA DINING SERVICES, a California corporation, 2070 Business Center Drive, Suite 255, Irvine, CA 92612 ("Operator").

WHEREAS, City requires a qualified firm to operate the Café at the Harbor Administration Building and to provide catering, coffee and beverage, and vending machine services at various Harbor Department facilities; and

WHEREAS, Operator, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City requires the professional, expert and technical services of Operator on a temporary or occasional basis to assist the City in providing such food services for Harbor Department employees and visitors that complies with all local, state and federal regulations; and

WHEREAS, Operator possesses extensive experience in dealing with the food service industry; and

WHEREAS, Operator, by virtue of training and experience, is well qualified to provide such services to City; and

WHEREAS, City does not employ personnel with the required expertise nor is it feasible to do so on a temporary or occasional basis;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. SERVICES TO BE PERFORMED BY OPERATOR

A. Operator hereby agrees to render to City, as an independent contractor, certain professional, technical and expert services of a temporary and occasional character as set forth in Exhibit A ("Scope of Work").

B. Operator shall furnish all services, materials, equipment, subsistence, transportation and all other items necessary to perform the Scope of Work. As between City and Operator, Operator is solely responsible for any taxes or fees which may be assessed against it or its employees resulting from performance of the Scope of Work,

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whether social security, payroll or other, and regardless of whether assessed by the federal government, any state, the City, or any other governmental entity.

C. Operator acknowledges and agrees that it lacks authority to perform any services outside the Scope of Work. Operator further acknowledges and agrees that any services it performs outside the Scope of Work are performed as a volunteer and shall not be compensable under this Agreement.

D. The Scope of Work shall be performed by personnel qualified and competent in the sole reasonable discretion of the Executive Director or his or her designee ("Executive Director"), whether performance is undertaken by Operator or third-parties with whom Operator has contracted ("SubOperators"). Obligations of this Agreement, whether undertaken by Operator or SubOperators, are and shall be the responsibility of Operator. Operator acknowledges and agrees that this Agreement creates no rights in SubOperators with respect to City and that obligations that may be owed to SubOperators, including, but not limited to, the obligation to pay SubOperators for services performed, are those of Operator alone. Upon Executive Director's written request, Operator shall supply City's Harbor Department ("Department") with all agreements between it and its SubOperators.

## II. SERVICES TO BE PERFORMED BY CITY

A. City shall furnish Operator, upon its request, all documents and papers in possession of City which may lawfully be supplied to Operator and which are necessary for it to perform its obligations.

B. The Executive Director or his or her designee is designated as the contract administrator for City and shall also decide any and all questions which may arise as to the quality or acceptability of the services performed and the manner of performance, the interpretation of instructions to Operator and the acceptable completion of this Agreement and the amount of compensation due. Notwithstanding the preceding, the termination of this Agreement shall be governed by the provisions of Article X (Termination) hereof.

C. Operator shall provide Executive Director with reasonable advance written notice if it requires access to premises of Department. Subsequent access rights, if any, shall be granted to Operator at the sole reasonable discretion of Executive Director, specifying conditions Operator must satisfy in connection with such access. Operator acknowledges that such areas may be occupied or used by tenants or contractors of City and that access rights granted by Department to Operator shall be consistent with any such occupancy or use.

## III. EFFECTIVE DATE AND TERM OF AGREEMENT

A. Subject to the provisions of Charter Section 245, the effective date of this Agreement shall be the date of its execution by Executive Director upon authorization of the Board. Operator is aware that the City Council, pursuant to Charter Section 245 of

the City of Los Angeles, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until the sixth Council meeting day after Board action or the City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the effective date of this Agreement;

or

2. The Board of Harbor Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Operator ten (10) days' notice in writing of its election to cancel and terminate this Agreement.

#### IV. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS

This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Board, in awarding this Agreement, is expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Board is under no legal obligation to do so.

The City, its boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which the Board does not appropriate funds therefore. The Operator is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by the Board.

Although the Operator is not obligated to perform any work under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, the Operator agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the Board within that 60-day period. The Operator is responsible for maintaining all insurance and bonds during this 60-day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by the Board for the work required by the Agreement, the Agreement shall be terminated. However, such termination shall not relieve the parties of liability for any obligation previously incurred.

V. COMPENSATION AND PAYMENT

A. As compensation for the satisfactory performance of the services required by this Agreement, City shall pay and reimburse Operator at the rates set forth in Exhibit B-1.

B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be Three Hundred Twenty-one Thousand Dollars (\$321,000).

C. Operator shall submit invoices in quadruplicate to City monthly following the effective date of this Agreement for services performed during the preceding month. Each such invoice shall be signed by the Operator and shall include the following certification:

"I certify under penalty of perjury that the above bill is just and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City's Living Wage Ordinance.

\_\_\_\_\_  
(Operator's Signature)

D. Operator must include on the face of each itemized invoice submitted for payment its Business Tax Registration Certificate number, as required at Article VIII of this Agreement. No invoice will be processed for payment by City without this number shown thereon. All invoices shall be approved by the Executive Director or his or her designee prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of City business, the same may be approved, audited and paid.

Operator shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, payrolls, and time sheets. The City may require, and Operator shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement.

Further, where the Operator employs SubOperators under this Agreement, the Operator shall submit to City, with each monthly invoice, a Monthly SubOperator Monitoring Report Form (Exhibit C) listing SBE/VSBE/MBE/WBE/DVBE/OBE amounts. Operator shall provide an explanation for any item that does not meet or exceed the anticipated participation levels for this Agreement, with specific plans and recommendations for improved SubOperator utilization. Invoices will not be paid without a completed Monthly SubOperator Monitoring Report Form. All invoices are subject to audit. Operator is not required to submit support for direct costs items of \$25 or less.

E. For payment and processing, all invoices should be mailed to the following address:

Accounts Payable Section  
Harbor Department, City of Los Angeles  
P.O. Box 191  
San Pedro, CA 90733-0191

## VI. RECORDKEEPING AND AUDIT RIGHTS

A. Operator shall keep and maintain full, complete and accurate books of accounts and records of the services performed under this Agreement in accordance with generally accepted accounting principles consistently applied, which books and records shall be readily accessible to and open for inspection and copying at the premises by City, its auditors or other authorized representatives. Notwithstanding any other provision of this Agreement, failure to do so shall constitute a conclusive waiver of any right to compensation for such services as are otherwise compensable hereunder. Such books and records shall be maintained by Operator for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved.

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Operator and SubOperators arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Operator, SubOperators or any individual or entity acting for or on behalf of Operator or a SubOperator, and (c) without regard to whether such writings have previously been provided to City. Operator shall be responsible for obtaining access to and providing writings of SubOperators. Operator shall provide City at Operator's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Operator's office or facilities which are engaged in the performance of the Scope of Work. Operator shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Operator's failure to comply with this Article VI shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

## VII. INDEPENDENT CONTRACTOR

Operator, in the performance of the work required by this Agreement, is an independent contractor and not an agent or employee of City. Operator shall not represent itself as an agent or employee of the City and shall have no power to bind the City in contract or otherwise.

## VIII. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Code Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Department. See Exhibit D.

## IX. INDEMNIFICATION AND INSURANCE

### A. Indemnification

Except for the sole negligence or willful misconduct of the City, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Operator undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and Operators), damages or liability of any nature whatsoever, for death or injury to any person, including Operator's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by Operator or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City.

### B. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Operator's insurance documents. Operator's insurance broker or agent shall register with the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> and submit the appropriate proof of insurance on Operator's behalf.

### C. General Liability Insurance

Operator shall procure and maintain in effect throughout the term of this Agreement, without requiring additional compensation from the City, commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not

available) within Operator's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or claim. Said limits shall provide first dollar coverage except that Executive Director may permit a self-insured retention or self-insurance in those cases where, in his or her judgment, such retention or self-insurance is justified by the net worth of Operator. The retention or self-insurance provided shall provide that any other insurance maintained by the Harbor Department shall be excess of Operator's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

D. Fire Legal Liability

In addition to and concurrently with the aforesaid insurance coverage, Operator shall also procure and maintain, fire legal liability insurance with a minimum limit of Two Hundred Fifty Thousand Dollars (\$250,000), covering legal liability of Operator for damage or destruction by fire or explosion to the works, structures and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by the Board. The same cancellation notice as required for the commercial general liability policy described above must be included.

E. Business and Personal Property Insurance

Operator shall secure, and shall maintain at all times during the term of this Agreement, Business and Personal Property Insurance covering ninety percent (90%) of the replacement value of all business and personal property including peril of food spoilage, with such provision in the policies issued to cover the same, or in riders attached thereto, as will provide for all losses over Two Hundred Fifty Thousand Dollars (\$250,000) to be payable to the Harbor Department to be held in trust for replacement costs. In the event of loss or damage to all business and personal property including peril of food spoilage, Operator shall undertake replacement within ninety (90) days following any such loss. In the event Operator shall undertake such replacement within said period of ninety (90) days, such proceeds shall be released by the Harbor Department to Operator as payments are required for said purpose. Upon the completion of such replacement to the satisfaction of the Executive Director, any balance thereof remaining shall be paid to said Operator forthwith. In the event Operator fails to undertake such replacement within said period of ninety (90) days, such proceeds shall be retained by the City.

F. Automobile Liability Insurance

Operator shall procure and maintain at its expense and keep in force at all times during the term of this Agreement, automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to City if Best's is not available) within Operator's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Additionally, each policy shall include an additional insured endorsement (CG 2010 or equivalent) naming the City of Los Angeles Harbor Department, its officers, agents and employees as Primary additional insureds, a 10-days notice of cancellation for nonpayment of premium, and a 30-days notice of cancellation for any other reasons.

G. Workers' Compensation and Employer's Liability

Operator shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires 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 Operator shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. Operator shall submit Workers' Compensation policies whether underwritten by the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the City in any circumstance in which it is alleged that actions or omissions of the City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of Operator, and for all employees of any subcontractor or other vendor retained by Operator.

H. Carrier Requirements

All insurance which Operator is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to City.

I. Notice of Cancellation

Each insurance policy described above shall provide that it will not be canceled or reduced in coverage until after the Board of Harbor Commissioners, Attention: Risk Manager and the City Attorney of City have each been given thirty (30) days' prior

written notice by registered mail addressed to 425 S. Palos Verdes Street, San Pedro, California 90731.

J. Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance Operators to City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to Operator.

K. Renewal of Policies

At least thirty (30) days prior to the expiration of each policy, Operator shall direct their insurance broker or agent to submit to the City's online insurance compliance system **Track4LA**™ at <http://track4la.lacity.org/> a renewal endorsement or renewal certificate showing that the policy has been renewed or extended or, if new insurance has been obtained, evidence of insurance as specified above. If Operator neglects or fails to secure or maintain the insurance required above, Executive Director may, at his or her own option but without any obligation, obtain such insurance to protect City's interests. The cost of such insurance will be deducted from the next payment due Operator.

L. Right to Self-Insure

Upon written approval by the Executive Director, Operator may self-insure if the following conditions are met:

1. Operator has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Operator must have a formal resolution of its board of directors authorizing self-insurance.
2. Operator agrees to protect the City, its boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. Operator agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. Operator agrees that any insurance carried by Department is excess of Operator's self-insurance and will not contribute to it.
5. Operator provides the name and address of its claims administrator.

6. Operator submits its most recently filed 10-Q and its 10-K or audited annual financial statements for the three most recent fiscal years prior to Executive Director's consideration of approval of self-insurance and annually thereafter.
7. Operator agrees to inform Department in writing immediately of any change in its status or policy which would materially affect the protection afforded Department by this self-insurance.
8. Operator has complied with all laws pertaining to self-insurance.

M. Accident Reports

Operator shall report in writing to Executive Director within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles if Operator's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to Operator, its officers or managing agents.

X. TERMINATION PROVISION

The Board of Harbor Commissioners, in its sole discretion, shall have the right to terminate and cancel all or any part of this Agreement for any reason upon giving the Operator ten (10) days' advance, written notice of the Board's election to cancel and terminate this Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Operators or perform the services described in this Agreement either during or after the term of this Agreement.

XI. PERSONAL SERVICE AGREEMENT

A. During the term hereof, Operator agrees that it will not enter into other contracts or perform any work without the written permission of the Executive Director where the work may conflict with the interests of the Department.

B. Operator acknowledges that it has been selected to perform the Scope of Work because of its experience, qualifications and expertise. Any assignment or other transfer of this Agreement or any part hereof shall be void provided, however, that Operator may permit SubOperator(s) to perform portions of the Scope of Work in accordance with Article I. All SubOperators whom Operator utilizes, however, shall be deemed to be its agents. SubOperators' performance of the Scope of Work shall not be

deemed to release Operator from its obligations under this Agreement or to impose any obligation on the City to such SubOperator(s) or give the SubOperator(s) any rights against the City.

## XII. AFFIRMATIVE ACTION

The Operator, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of this Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit E.

## XIII. SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM AND LOCAL BUSINESS PREFERENCE PROGRAM

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE) and Minority-Owned, Women-Owned, Disabled Veteran Business Enterprises and all Other Business Enterprises (MBE/WBE/DVBE/OBE) an equal opportunity to participate in the performance of all City contracts in all areas where such contracts afford such participation opportunities. Operator shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs to achieve participation in subcontracts where such participation opportunities present themselves and attempt to ensure that all available business enterprises, including SBEs, VSBEs, MBEs, WBEs, DVBEs, and OBEs, have equal participation opportunity which might be presented under this Agreement. See Exhibit F.

It is also the policy of the Department to support an increase in local and regional jobs. The Department's Local Business Preference Program aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector. Operator shall assist the City in implementing this policy and shall use its best efforts to afford the opportunity for Local Business Enterprises to achieve participation in subcontracts where such participation opportunities present themselves.

NOTE: Prior to being awarded a contract with the City, Operator and all SubOperators must be registered on the City's Contracts Management and Opportunities Database, Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>.

## XIV. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of

the California Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq. and the Conflict of Interest Codes of the City and the Department. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the inception of this Agreement, City may immediately terminate this Agreement by giving written notice thereof.

XV. COMPLIANCE WITH APPLICABLE LAWS

Operator shall at all times in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, and with the reasonable requests and directions of Executive Director.

XVI. GOVERNING LAW / VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

XVII. TRADEMARKS, COPYRIGHTS, AND PATENTS

Operator agrees to save, keep, hold harmless, protect and indemnify the City and any of its officers or agents from any damages, cost, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by City of any materials supplied by Operator in the performance of this Agreement.

XVIII. PROPRIETARY INFORMATION

A. Writings, as that term is defined in Section 250 of the California Evidence Code (including, without limitation, drawings, specifications, estimates, reports, records, reference material, data, charts, documents, renderings, computations, computer tapes or disks, submittals and other items of any type whatsoever, whether in the form of writing, figures or delineations), which are obtained, generated, compiled or derived in connection with this Agreement (collectively hereafter referred to as "property"), are owned by City as soon as they are developed, whether in draft or final form. City has the right to use or permit the use of property and any ideas or methods represented by such property for any purpose and at any time without compensation other than that provided in this Agreement. Operator hereby warrants and represents that City at all times owns rights provided for in this section free and clear of all third-party claims

whether presently existing or arising in the future, whether or not presently known. Operator need not obtain for City the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless such patent is owned by Operator or one of its employees, or its SubOperator or the SubOperator's employees, in which case such right shall be obtained without additional compensation. Whether or not Operator's initial proposal or proposals made during this Agreement are accepted by City, it is agreed that all information of any nature whatsoever connected with the Scope of Work, regardless of the form of communication, which has been or may be given by Operator, its SubOperators or on either's behalf, whether prior or subsequent to this Agreement becoming effective, to the City, its boards, officers, agents or employees, is not given in confidence. Accordingly, City or its designees may use or disclose such information without liability of any kind, except as may arise under valid patents.

B. If research or development is furnished in connection with this Agreement and if, in the course of such research or development, patentable work product is produced by Operator, its officers, agents, employees, or SubOperators, the City shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make and use, itself or by anyone on its behalf, such work product in connection with any activity now or hereafter engaged in or permitted by City. Upon City's request, Operator, at its sole cost and expense, shall promptly furnish or obtain from the appropriate person a form of license satisfactory to the City. It is expressly understood and agreed that, as between City and Operator, the referenced license shall arise for City's benefit immediately upon the production of the work product, and is not dependent on the written license specified above. City may transfer such license to its successors in the operation or ownership of any real or personal property now or hereafter owned or operated by City.

## XIX. CONFIDENTIALITY

The data, documents, reports, or other materials which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement and any recommendations made by Operator relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Operator or its employees or agents in any manner except and only to the extent necessary in the performance of the work under this Agreement. In addition, Operator is required to safeguard such information from access by unauthorized personnel.

## XX. NOTICES

In all cases where written notice is to be given under this Agreement, service shall be deemed sufficient if said notice is deposited in the United States mail, postage prepaid. When so given, such notice shall be effective from the date of mailing of the same. For the purposes hereof, unless otherwise provided by notice in writing from the respective parties, notice to the Department shall be addressed to Director of Real Estate, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California 90733-0151, and notice to Operator shall be addressed to it at the address set forth above.

Nothing herein contained shall preclude or render inoperative service of such notice in the manner provided by law.

**XXI. TAXPAYER IDENTIFICATION NUMBER (TIN)**

The Internal Revenue Service (IRS) requires that all Operators and suppliers of materials and supplies provide a TIN to the party that pays them. Operator declares that its authorized TIN is 33-0498456. No payments will be made under this Agreement without a valid TIN.

**XXII. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 13, 1999, agreeing to adopt the provisions of Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. Operator shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate this Agreement and otherwise pursue legal remedies that may be available.

**XXIII. WAGE AND EARNINGS ASSIGNMENT ORDERS / NOTICES OF ASSIGNMENTS**

The Operator and/or any SubOperator are obligated to fully comply with all applicable state and federal employment reporting requirements for the Operator and/or SubOperator's employees.

The Operator and/or SubOperator shall certify that the principal owner(s) are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignments applicable to them personally. The Operator and/or SubOperator will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code Sections 5230 et seq. The Operator or SubOperator will maintain such compliance throughout the term of this Agreement.

**XXIV. EQUAL BENEFITS POLICY**

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance No. 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Department. Operator shall comply with the policy wherever applicable. Violation of this policy shall entitle the City to terminate any Agreement with Operator and pursue any and all other legal remedies that may be available. See Exhibit G.

## XXV. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The Operator, SubOperators, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Operator is required to provide and update certain information to the City as specified by law. Any Operator subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subOperator expected to receive at least \$100,000 for performance under this Agreement:

### Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subOperator on Harbor Department Agreement No. \_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subOperator and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. SubOperator is required to provide to Operator names and addresses of the subOperator's principals and contact information and shall update that information if it changes during the 12 month time period. SubOperator's information must be provided to Operator within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

Operator, SubOperators, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

## XXVI. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, this Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands. Operator agrees that any interpretation of this Agreement and the terms

contained herein must be consistent with such limitations, conditions, restrictions and reservations.

#### XXVII. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

#### XXVIII. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

#### XXIX. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

#### XXX. TITLES AND CAPTIONS

The parties have inserted the Article titles in this Agreement only as a matter of convenience and for reference, and the Article titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any

particular provision in this Agreement.

**XXXI. MODIFICATION IN WRITING**

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, City's Charter and City's Administrative Code.

**XXXII. WAIVER**

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

**XXXIII. EXHIBITS; ARTICLES**

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Articles are to Articles of this Agreement unless stated otherwise.

**XXXIV. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners


Dated: \_\_\_\_\_


By \_\_\_\_\_  
EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_  
Secretary

CALIFORNIA DINING SERVICES

Dated: 7/16/14

By   
Theodore Swantko, President  
(Print/type name and title)

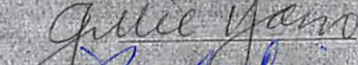
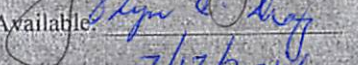
Attest   
BRENDA SWANTKO, SECRETARY  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY

July 17, 2014  
MICHAEL M. FEUER, City Attorney  
Janna B. Sidley, General Counsel

By   
JUSTIN HOUTERMAN, Deputy

JH/jrs/cp  
7/15/14

Account #	54290	W.O. #	_____
Ctr/Div #	000/0424	Job Fac. #	_____
Proj/Prog #	0000000		
Budget FY:		Amount:	
	14/15	107,000	
	15/16	107,000	
	16/17	107,000	
	TOTAL	321,000	
For Acct/Budget Div. Use Only:			
Verified by:	<u></u>		
Verified Funds Available:	<u></u>		
Date Approved:	<u>7/17/2014</u>		

## **EXHIBIT A**

### **SCOPE OF WORK**

Operator shall provide food services at various Harbor Department facilities for the benefit of Harbor Department employees and visitors as set forth more particularly below. Services shall include, but are not limited to, (1) operating a full service Café at the Harbor Administration Building (HAB); (2) providing non-exclusive catering services for special events and meetings as required; (3) providing vending machines; and (4) providing coffee and tea services.

#### **Overview**

Operator shall bear the responsibility for the daily management and operation of the Café and all personnel providing catering, vending machine, and coffee services as follows:

1. City shall have no direct supervision of or obligation to the employees of Operator. Any communication of employee matters shall be through the designated representatives of Operator and the Harbor Department. Operator shall operate upon its own credit.
2. Operator shall develop and manage the Café so that the potential for increase capacity and sales is realized.
3. Operator shall offer quality food and snacks at reasonable prices to maximize the patronage of the Café by employees and visitors.
4. Operator shall offer catering services for meetings and events at HAB or offsite, such as employee appreciation events, as well as Harbor Department marketing and customer meetings.
5. Operator shall provide vending machines for the convenience and necessity of Harbor Department employees and visitors.
6. Operator shall provide coffee services and equipment at various Harbor Department facilities for Harbor Department employees and visitors.
7. Operator's on-site management shall review their annual operating and marketing/outreach plans as well as quality assessment reports with the Harbor Department employees and visitors.
8. At the contract mid-point, the Harbor Department shall conduct a review and evaluation, through internal and external sources, of the Operator's performance during the initial months of the Agreement. This intensive process shall include all

aspects of the Agreement and Operator's performance in attaining the goals and objectives as outlined in the Agreement.

9. Operator shall maintain the equipment under a preventative maintenance contract and program paid for solely by Operator.

## **Program Development**

Operator shall provide food and beverages in the Café, catering functions, vending machines, and coffee services as needed. Specifically, the offerings must:

- Be creative to maximize sales;
- Offer uncompromising high quality food and selection;
- Maximize value to the employees and visitors of the Harbor Department;
- Have customer services standards on par with first class industry comparables; and
- Make the Café a must visit destination

## **Café - Operator's Responsibilities**

Operator shall operate the Café as follows:

1. Café Personnel - All personnel hired to provide any and all services of the Café shall be neat, clean and appropriately dressed at all times, and said personnel shall conduct themselves in a compatible manner with all personnel of the City. Patrons of the Café have limited time for meals and should not be waiting in long lines for food. A sufficient number of staff persons should be assigned to the Café at all times during breakfast and lunch service hours, and a minimum of one staff person assigned at all times during snack service hours.

2. Menu Development – Operator shall create an inviting and diverse mix of food selections to maximize sales and provide a profitable operation. Operator shall provide all food items, snacks and beverages on its regular menu (see Exhibit B-1) as well as two hot food entrees on Tuesdays, Wednesdays, and Thursdays and at least one hot entree on Mondays and Fridays. Food choices must also include healthy and vegetarian options. Weekly menus must be posted on Harbor Department intranet site called iPOLA no later than the Friday before.

3. Facility Operation – Operator shall take full charge of the facility's operation and all startup expenses including, but not limited to, sufficient labor, management and staff support, staff training, food procurement, and all operating supplies, utensils and cleaning products.

4. Maintenance of Kitchen Area – Operator shall be responsible for ordinary and ongoing operating requirements including daily custodial services in kitchen area, cleaning all food service preparation areas, emergency cleanups of floors, and wiping down tables and chairs throughout the day as needed in the dining area. Operator shall

place paper, food scraps, bottles, cans, paper cups and similar refuse in receptacles which will be provided by the City near the areas where operations are placed.

5. Maintenance of Kitchen Equipment – Operator shall be responsible for maintenance/servicing of all kitchen and food service equipment. Operator shall provide copies of maintenance plan or schedule and a copy of the maintenance contract within 30 days after the Agreement is approved. In addition, Operator shall submit monthly reports identifying the preventative maintenance work that was performed during the previous month and the date that each job was accomplished.

6. Permits/Licenses – Operator shall procure all required licenses and permits necessary to operate the Café and must ensure continued validity of these licenses and permits throughout the term of the Agreement.

7. High Standards in Cafeteria – Operator shall maintain an “A” rating from the Los Angeles County Health Department in all Café operations, food preparation, serving and seating areas.

8. Housekeeping and Sanitation – Operator shall maintain high standards in general housekeeping and sanitation in food preparation, storage, serving areas and dining room including walls, ceilings, floors and seats.

9. Removal of Trash – Operator shall be responsible for maintaining a clean trash area within the Café premises. Operator shall be responsible for contracting with food waste oil collection agency to empty grease barrel on a regular basis.

10. Serve Safe Certification – Operator must have one staff person on duty at all times that is Serve Safe Certified.

11. Safety Requirements – Operator must meet all workplace safety requirements under Cal-OSHA.

12. Minimum Operational Hours – Operator shall provide breakfast service from 7:00 am – 10:30 am; lunch service from 11:00 am – 1:30 pm; and snacks, beverages, sandwiches and pre-prepared items from 7:00 am – 3:00 pm, Monday through Friday, except City holidays. Any adjustment in hours must be approved by the Executive Director of the Harbor Department.

13. Sales Equipment – Operator shall provide all point of sales equipment for efficient cash and debit/credit transaction operations.

14. Wares – Operator shall provide and maintain sufficient stock of small wares used for food and beverage sales. Operator shall purchase and pay for all operational supplies and services utilized in the Café. Operator shall purchase high quality and environmentally responsible products for the intended use. City reserves the right, at its expense, to pay the cost difference between standard and the

environmentally-friendly wares that are utilized by patrons in an amount not to exceed Five Thousand Dollars (\$5,000) per year during the term of this Agreement. City also reserves the right, at its expense, to audit this information.

15. Laundry and Uniforms – Operator shall provide uniforms for Café staff including costs of laundry and uniform service.

16. Statements and Records – Operator shall submit monthly gross sales statements to the Harbor Department for each accounting period, and maintain books and records for gross sales in accordance with generally accepted accounting principles pursuant to established business practices. In addition, the gross sales statements shall include the number of patrons served during breakfast and lunch. The Harbor Department, at its expense, reserves the right to audit all sales records and seek remedy for inaccurate or fraudulent records. Operator shall retain all such records for the period required under Section VI of this Agreement.

17. End-of-Fiscal Year Statement – Operator shall certify its end-of-fiscal year profit/loss statements for submission to the Harbor Department.

18. Vending Machine Sales – Operator shall submit monthly vending machine sales reports to the Harbor Department.

19. Operational Plan - Operator shall designate a key manager who will meet with the Harbor Department on a regular basis to present an Operating and Marketing/Outreach Plan, as well as to review external Quality Assessments (JD Powers or equal) on Customer Service, Food Quality and Operating Standards.

20. Survey/Comment Cards – Operator shall conduct a quarterly survey and have comment cards readily available for patrons.

21. Food Donation and Recycling – Operator shall donate all Café and catering leftovers that were not served on a daily basis to the Los Angeles Regional Foodbank, or an equivalent foodbank or charitable organization which accepts food donations in the surrounding area. The Operator shall notify the Harbor Department if the foodbank determines the volume of leftovers does not warrant daily collection by the foodbank or its designee.

### **Café - City's Responsibilities**

City shall be responsible for the following:

1. City shall provide the Café as shown in Exhibit A-1.
2. City shall provide the kitchen equipment as described in Exhibit A-2. The City shall replace equipment it has provided as it deems necessary. Subject to adequate maintenance of equipment by Operator, the City will replace component parts

of and make repairs to such equipment when the costs are over \$1,000 per instance, as necessary.

3. City shall provide the electric, water, and gas utilities.

4. City shall be responsible for all building maintenance services for all facilities including the structure, floors, ceilings and membranes, and maintenance of the utility systems to the building. City shall promptly make all facility repairs and replacements it deems necessary, and shall be responsible for compliance with all federal, state, and local laws and regulations with respect to the facilities it provides under the Agreement. Operator shall notify City within ten (10) calendar days if such work is required and shall notify City immediately during an emergency.

5. City shall be responsible, at its expense for maintaining air conditioning, heat, and such utility services as are reasonably required for the efficient operation of the Café facility. City shall facilitate and coordinate the scheduling of these services. City shall be responsible, at its sole expense, to clean and maintain the kitchen ductwork, plenum chambers and rood fans.

6. City shall be responsible for contracting with trash collection agency to provide waterproof dumpster and schedule collection on a regular basis.

7. City shall be responsible for contracting for proper removal and disposal of oil interceptor tank.

8. City shall provide a personal computer workstation and e-mail access for the management of the food service program only.

9. City shall provide local telephone service and internet service for the office and the lines required for point of sales equipment.

9. City shall provide the Operator's employees with identification badges, permitting access to and from the HAB and other facilities to which the performance of their duties requires they have access.

10. City shall provide nightly cleaning of the dining and patio dining areas.

11. City shall provide nightly vacuuming of the service and dining carpeted areas, if any.

12. City shall provide pest control service.

## **Café - City's Use**

City shall have the right to use the Café, kitchen area and all kitchen equipment for City personnel, invitees, and/or contractors (hereinafter "City Use") in accordance with the following provisions:

1. City Use is limited to all times after 4:00 pm Monday through Friday, and all times on weekends and City holidays.
2. City Use shall not include access to or use of refrigeration and storage areas used by Operator.
3. During City Use, Operator's equipment such as utensils, pots, pans, and other cooking equipment may be used provided that all equipment used is signed out by the City and returned after each City Use in the same conditions as before City Use.
4. At the conclusion of each City Use, the kitchen area shall be left in the same condition as found prior to the City Use.
5. City shall notify Operator no less than seven calendar days prior to City Use.
6. During City Use, Operator shall not be liable to City for injury to persons or property caused by the City, its personnel, invitees, or contractors.

## **Catering Services**

Operator shall provide call-ahead, pick-up or delivery catering service at the request of the Executive Director or his or her designee. Operator shall provide reasonable call-ahead service for meetings or gatherings in HAB and for Harbor Department functions outside of HAB.

## **Vending Machines Services**

Operator shall provide vending machine services located in HAB and at the Police Headquarters Building as follows:

1. Vending machines must be available to staff 24-hours per day, seven days a week. The vending machines may provide, but not be limited to, cold canned soft drinks, juices, waters, snacks, candy, pastries and packaged sandwiches.
2. Operator shall provide directly or through a subcontractor at least five (5) reliable vending machines and services at HAB, Port Police Headquarters, and other various Harbor Department facilities.

3. Operator or subcontractor shall be responsible for stocking, maintenance, and removal of cash receipts, free of charge to the Harbor Department.

4. Vending machines are to be stocked on a regular basis.

5. All vending machines must be approved by the Executive Director or his or her designee prior to installation. Operator shall be responsible for (1) general upkeep of the vending stations; (2) handling and recording all funds associated with the sales; and (3) emergency response service for vending machines.

### **Coffee Services**

Operator shall provide coffee making equipment and services for Harbor Department employees and visitors as follows:

1. Operator shall provide directly or through a subcontractor (Coffee Provider) reliable coffee making equipment and service for various Harbor Department facilities as set forth on Exhibit A-3. Addition, deletion or changes in locations or equipment are allowable upon mutual agreement amongst City, Coffee Provider Subcontractor and Operator, if applicable.

2. Any change of Coffee Provider must be approved by Executive Director or his or her designee.

3. Coffee Service may include, but not be limited to, coffee, creamers, sugars, tea, stirrer sticks, coffee making equipment and coffee pots.

4. Coffee Provider shall retain title to all equipment during the term of the Agreement. At no time will any of the said equipment be disconnected, replaced or moved in any manner, by any services or person except authorized Coffee Provider personnel.

### **Operator's Financial Responsibilities**

1. Startup Expense –Operator agrees to pay for all costs associated with startup labor and expenses associated with all operations of the Café. Startup costs shall be sufficient for labor, management and staff support, including wages and benefits prior to opening, as well as for recruitment, staff training, meals and supplies.

2. Operator Employee and Agent Wages, Benefits, Insurance and Taxes – Operator shall be solely responsible for all of its employees' and agents' wages, benefits, insurance and taxes. Operator shall pay all wages, salaries, and other amounts and benefits due to such personnel in connection with their performance of services under the Agreement and as required by law, including laws specific to the City of Los Angeles contracts which deal with living wage. The Operator shall be responsible for all reports and obligations regarding such personnel, including, but not

limited to, employee health and other benefits, social security taxes, income tax withholding, unemployment insurance, and worker's compensation insurance.

3. Equipment Repair – Operator shall replace component parts of and make repairs to the kitchen equipment as described in Exhibit A-2 up to and including \$1,000 per instance, as necessary. Operator shall acquire a minimum of two estimates and the selected service provider and repair must be approved by the Executive Director or his or her designee prior to service.

4. Purchasing of Café Operations Supplies –Operator shall purchase and pay for all operational supplies and services utilized in operating the Café and providing catering, vending machine, and coffee services. Operator shall purchase high quality products for the intended use. City reserves the right, at its expense, to audit this information. Operator shall give preference to the sale of healthy and sustainable foods, and is encouraged to purchase local and sustainably produced foods.

5. Inventory of Food and Supplies – At the termination of the Agreement, all food, beverage and related perishable or disposable supplies will be the sole property of the Operator.

6. Licenses and Permits – The operation of the Café shall include the procurement of all required licenses and permits necessary to operate the Café and Operator must ensure the continued validity of these licenses and permits throughout the term of the Agreement.

7. Prices – Operator shall offer Café menu, catering, vending machine and coffee service items at the regular prices set forth in Exhibits B, B-1, B-2, B-3 and B-4. Price increase requests must include supporting documentation and must be approved by the Executive Director or his or her designee. Notice of price adjustment to the patrons must be posted 14 days prior to implementation.

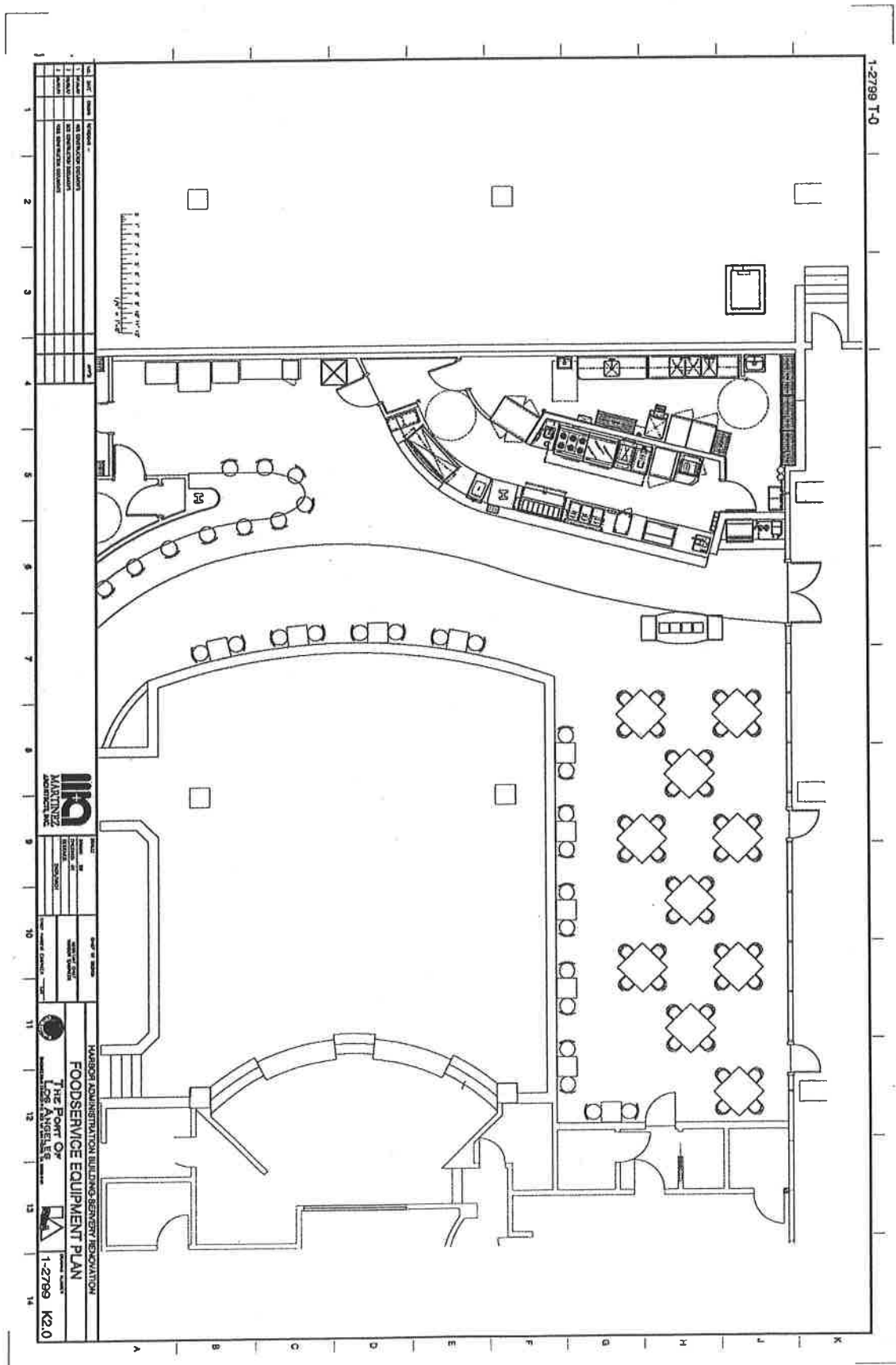
## **Modifications**

In addition to any authority or discretion delegated to the Executive Director or his or her designee in this Agreement, the Executive Director or his or designee may:

1. Agree with Operator to modifications of operational requirements and procedures set forth in this Agreement and otherwise, including without limitation, operational hours, Café personnel, addition or deletion of equipment, addition or deletion of coffee-related products.

2. Any such modification shall be in writing, dated and executed by both the Executive Director or his or her designee and a duly authorized representative of Operator.

# EXHIBIT A-1 – DRAWING OF CAFÉ



**EXHIBIT A-2 – KITCHEN EQUIPMENT TO BE PROVIDED BY THE CITY**

<b>FOOD SERVICE EQUIPMENT LIST</b>				
	<b>DESCRIPTION</b>	<b>MANUFACTURER</b>	<b>MODEL NO.</b>	<b>COMMENTS</b>
1	REMOTE REFRIGERATION RACK	OMNITEMP	WAG1-AC-H-3-0-1	AIR-COOLED
1	MOP SINK W/FAUCET/MOP RACK/CHEMICAL SHELF	ADVANCE TABCO	9-OP-40/K-240/K-245	
4	SHELVING, DRY, 5-TIER	INTERMETRO	METROSEAL 3	
1	UTENSIL SINK, 3-COMPARTMENT W/SIDE SPLASH	CUSTOM FABRICATION		
1	FAUCET, PRE-RINSE	FISHER	34371	
4	SHELF, WALL MOUNT W/EXPOSED BRACKET	CUSTOM FABRICATION		
1	WALL FLASHING, STAINLESS STEEL	CUSTOM FABRICATION		
1	WORK TABLE W/SINK/FAUCET	CUSTOM FABRICATION		
2	SHELF, WALL MOUNT W/EXPOSED BRACKET	CUSTOM FABRICATION		
1	HAND SINK W/SOAP & TOWEL DISPENSER	ADVANCE TABCO	7-PS-85	
1	REFRIGERATOR, PASS-THRU, 2-SECTION	UTILITY	R-50-SA-2S-D	SELF-CONTAINED REFRIGERATION
1	ICE MACHINE & BIN	SCOTSMAN	C0522SA-1A/BH360S	
1	FLOOR TROUGH & GRATE	KEVRY	FT	
1	WATER FILTER	CUNO	ICE125-S	
1	REFRIGERATOR, REACH-IN, 1-SECTION	UTILITY	R-25-SA-1S-D	SELF-CONTAINED REFRIGERATION
1	FREEZER, REACH-IN, 1-SECTION	UTILITY	F-30-SA-1S-D	SELF-CONTAINED REFRIGERATION
1	BIB RACK/PUMPS/PYTHON	LANCER	82-1793	
1	WATER FILTER	CUNO	DP290	
1	CORNER GUARD	ADVANCE TABCO	BG-60	
1	BUMPER RAIL	CUSTOM FABRICATION		
1	COUNTER	CUSTOM FABRICATION		
1	ESPRESSO-CAPPUCCINO MACHINE	LA CIMBALI	C10	
1	REFRIGERATOR, U.C., 1-SECTION	BEVERAGE-AIR	UCR20	SELF-CONTAINED REFRIGERATION
1	REFRIGERATOR, REACH-IN, DUAL TEMP, 1-SECTION	UTILITY	RF-30-SA-2S-D	SELF-CONTAINED REFRIGERATION
1	VENTILATOR, EXHAUST	GEMINI	WCBD-FL 200	
1	FIRE SUPPRESSION SYSTEM	ANSUL	R-102	
1	WALL FLASHING, STAINLESS STEEL	CUSTOM FABRICATION		
1	FRYER/FILTER ASSEMBLY	DEAN	18UE/50SUFF/DUMP	FRYER
				FILTER PUMP
				HEAT LAMP
1	RANGE, GRIDDLE W/STD. OVEN/RISER/SHELVES	GARLAND	36ER38	
1	RANGE, 6-OPEN BURNERS W/CONV. OVEN/RISER/SHELVES	GARLAND	36ERC33	
1	COUNTER W/SIDE SPLASH	CUSTOM FABRICATION		
1	SINK, DROP-IN W/FAUCET/SOAP & TOWEL DISPENSER	ADVANCE TABCO	DI-1-25/7-PS-12/7-PS-35	
1	COUNTER, SERVING	MILLWORK		REFER TO ARCH/ID DRAWINGS
1	BREATH GUARD W/LIGHTS	BRASS SMITH	Z9945 E-Z SPAN	
1	FOOD WELL, COLD	BARKER	CW-5A(R)	REMOTE REFRIGERATION
1	SOFT-SERVE MACHINE	TAYLOR	C708	
1	TOPPING DISPENSER	CAL-MIL	393	
1	BREATH GUARD W/LIGHTS/HEAT LAMP	BRASS SMITH	Z99151130490-120-36	
1	REFRIGERATOR, PLATE SHELF, COLD RAIL, 2-SECTION	OMNITEMP	CHP-R-02-6LG-SSE-PP	REMOTE REFRIGERATION
1	FOOD WELL, HOT, 3-SECTION	HATCO	HWBI-3M	
1	CABINET, HOT, 1-SECTION W/CASTERS	FWE	HLC-8	
1	MERCHANDISER, REFRIGERATED, DROP-IN	STRUCTURAL CONCEPTS	DO3623R	REMOTE REFRIGERATION
1	CUP HOLDER/DISPENSER	CUSTOM FABRICATION		

1	COUNTER, VENDING	MILLWORK		REFER TO ARCH/ID DRAWINGS
1	OVEN, MICROWAVE	AMANA	ALD10T	
1	COUNTER, BEVERAGE	CUSTOM FABRICATION		
1	ICE MACHINE	HORIZON	HCC1400AVS	175 SQ IN (EXHAUST)/256 SQ IN (SUPPLY) GRILL
1	COFFEE/TEA BREWER W/THERMAL DISPENSERS	FETCO	CBS-51H15-2	
5	SHELVING, DRY, 5-TIER	INTERMETRO	METROSEAL 3	
1	BBQ GRILL		ST1017-012939	
1	REFRIGERATOR	UTILITY	R-60-SS-25-D	
1	FREEZER	UTILITY	F-60-SS-25-D	

The Executive Director of the Harbor Department, or his or her designee, may make modifications to the Equipment Schedule.

**EXHIBIT A-3 - COFFEE EQUIPMENT AND SERVICE LOCATIONS**

<b>Building/Address</b>	<b>Division</b>	<b>Systems</b>
HAB	Port Police	Triple - pour over brewers
HAB	Exec. Session Pantry	Double - connected plumbed to wall
HAB	Information Systems	Triple - connected plumbed to wall
HAB	Port Police (2nd Floor)	Double - pour over brewers
HAB	Port Police (roll call)	Triple - connected plumbed to wall
HAB	Engineering	Triple - connected plumbed to wall
HAB	Engineering	Triple - connected plumbed to wall
HAB	Engineering	Triple - connected plumbed to wall
HAB	Accounting	Triple - connected plumbed to wall
HAB	Graphics	Triple - connected plumbed to wall
HAB	Human Resources	Single warmers for checkout use
HAB	Wharfingers	Triple - connected plumbed to wall
HAB	City Attorney	Triple - connected plumbed to wall
HAB	Executive Director	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
New Port Police Headquarters	Port Police	Triple - connected plumbed to wall
Cruise Ship Term	Port Police (Berth 93)	Double - pour over brewers
C/M Yard	Boat Shop	Double - pour over brewers
C/M Yard	Carpentry II	Triple - pour over brewers
C/M Yard	C&M Roofing Supervisor	Double - pour over brewers
C/M Yard	Crane Maintenance Crew	Double - pour over brewers
C/M Yard	Electric Shop	Double - pour over brewers
C/M Yard	Equipment Operators	Double - pour over brewers
C/M Yard	Garage	Double - pour over brewers
C/M Yard	Gardening Crew	Triple - pour over brewers
C/M Yard	Labor Crew	Double - pour over brewers
C/M Yard	Machine Shop	Triple - pour over brewers
C/M Yard	Mill	Double - pour over brewers
C/M Yard	Paint Shop	Double - pour over brewers
C/M Yard	Pile Driving Crew	Double - pour over brewers
C/M Yard	Pile Driving Crew (add'l)	Double - pour over brewers
C/M Yard	Plumbing Shop	Double - plumbed to wall
C/M Yard	Rigging Crew	Double - pour over brewers
C/M Yard	Roofers	Double - pour over brewers
C/M Yard	C&M Security	Double - w/warmer on top of gate
C/M Yard	C&M Warehouse	Triple - pour over brewers
C/M Yard	Welding	Double - pour over brewers
C/M Test lab 514 Pier A, Wilm	Test Lab	Double - pour over brewers
C/M Bldg	C&M Administration	Triple - connected plumbed to wall
C/M Bldg	Purchasing	Triple - connected plumbed to wall
Boat	Angelina	Triple - connected plumbed to wall
Berth 68	Port Pilots (Dispatchers)	Triple - connected plumbed to wall

**EXHIBIT A-3 - COFFEE EQUIPMENT AND SERVICE LOCATIONS**

<b>Building/Address</b>	<b>Division</b>	<b>Systems</b>
Berth 68	Port Pilots Boat Crew	Bunn Small Coffee Makers
300 E. Water Street, Wilm	Port Police (Water Street)	Double - pour over brewers
300 E. Water Street, Wilm	Multipurpose Room	Double - pour over brewers
300 E..Water Street, Wilm	Port Police (Water Street)	Double - pour over brewers
239 N. Avalon Blvd., Wilm	Port Police (Avalon)	Triple - connected plumbed to wall
222 W. 6th Street - 9th floor	Environmental Mgmt.	Triple - connected plumbed to wall
222 W. 6th Street - 9th floor	Environmental Mgmt.	Triple - connected plumbed to wall

## **EXHIBIT B**

### **COMPENSATION**

As compensation for the satisfactory performance of the services required by this Agreement, City agrees to pay and Operator agrees to accept in full satisfaction thereof, the following:

#### **Café Operations**

1. Operator shall be entitled to charge patrons of the Café for the food items, snacks, and beverages listed on its standard menu at the prices shown in Exhibit B-1.
2. City shall subsidize the operation of the Café by paying Operator twenty percent (20%) of the regular sale price (as reflected in Exhibit B-1), not including any applicable sales tax, for food items, snacks, and beverages sold at the Café.
3. The Executive Director, in his or her discretion, shall have the right to terminate and cancel the twenty percent (20%) subsidy, pursuant to Section X of this Agreement, upon giving the Operator ten (10) days advance, written notice. If the Executive Director elects to cancel the subsidy, Operator may increase the price of any food item, snack or beverage shown in Exhibit B-1 up to, but not more than, twenty percent (20%)
4. Operator shall include the twenty percent (20%) subsidy in the monthly invoices it submits to City under Section V of this Agreement. Operator shall submit itemized gross sales statements to the City in support of each monthly invoice for the Café subsidy. Operator shall maintain books and records for monthly gross sales in accordance with generally accepted accounting principles pursuant to established business practices.

#### **Catering Services**

1. Operator shall be entitled to charge City for catering service provided at the request of the Executive Director or his or her designee at the prices shown in Exhibit B-2.
2. Operator and the Executive Director or his or her designee may agree to change or supplement the items and prices listed on Exhibit B-2 at any time.
3. Any catering service provided that includes food items, snacks, beverages or prices not listed on Exhibit B-2 must be approved in writing by the Executive Director or his or her designee prior to providing such service.

4. Operator shall include any catering service provided to City in the monthly invoices it submits to the City under Section V of this Agreement as such billings are incurred. Supporting documentation submitted with each invoice shall include accounting records showing in reasonable detail any catering service provided, including any written authorization for any change or supplement to the items or prices listed on Exhibit B-2.

### **Vending Machine Services**

1. Operator shall be entitled to collect all revenue generated from the vending machines.

2. Operator shall charge the prices shown in Exhibit B-3 for the items stocked in the vending machines.

### **Coffee Services**

1. Operator shall be entitled to charge City for coffee service provided under this Agreement at the prices shown on Exhibit B-4.

2. Operator shall include coffee service provided to City in the monthly invoices it submits to the City under Section V of this Agreement as such billings are incurred. Supporting documentation submitted with each invoice shall include accounting records showing in reasonable detail the specific items provided as shown in Exhibit B-4.

### **Equipment Repairs**

1. Operator shall be responsible for the maintenance of all kitchen equipment as described in Exhibit A-2. All major repairs over One Thousand Dollars (\$1,000) per instance shall be the responsibility of the City, as necessary. Operator shall acquire a minimum of two estimates and the selected service provider and repair must be approved by the Executive Director or his or her designee prior to service.

### **Eco-Friendly Products**

1. Operator shall purchase high quality and environmentally responsible disposable products used for food and beverage services. The City shall reimburse the Operator for the additional cost of the environmentally responsible products.

### **Maximum Payable**

1. The maximum amount payable annually under this Agreement for the Café operations subsidy and catering services combined shall be Sixty Nine Thousand Dollars (\$69,000).

2. The maximum amount payable annually under this Agreement for coffee service shall be Twenty Seven Thousand Dollars (\$27,000).

3. The maximum amount payable annually under this Agreement for equipment repairs shall be Six Thousand Dollars (\$6,000).

4. The maximum amount payable annually under this Agreement for environmentally responsible products shall be Five Thousand Dollars (\$5,000).

5. The total maximum amount payable annually under this Agreement for all services provided by Operator shall be One Hundred Seven Thousand Dollars (\$107,000).

**PORT PANTRY  
SAMPLE MENU PRICES**

Prices below may be used to reflect like items, combination plates and specials for any other items offered in cafeteria. This list is in no way intended to limit the items offered by the Operator. Prices listed below are pre-subsidy.

ITEM		MENU PRICES		
		Subsidized Price	Regular Price	Subsidized Amount
<b>Breakfast</b>	All American Breakfast	\$ 3.06	\$ 3.82	\$ 0.76
	Country Style Breakfast	\$ 3.53	\$ 4.41	\$ 0.88
	English Muffin Sandwich	\$ 2.40	\$ 3.00	\$ 0.60
	Toast Sandwich	\$ 2.50	\$ 3.12	\$ 0.62
	Bagel Sandwich	\$ 2.59	\$ 3.24	\$ 0.65
	Croissant Sandwich	\$ 2.78	\$ 3.47	\$ 0.69
	Cheese Quesadilla	\$ 2.50	\$ 3.12	\$ 0.62
	Bacon or Sausage Quesadilla	\$ 3.25	\$ 4.06	\$ 0.81
	Big Breakfast Burrito	\$ 3.34	\$ 4.18	\$ 0.84
	Big Breakfast Quesadilla	\$ 3.43	\$ 4.29	\$ 0.86
	Breakfast Tacos Corn Tortillas	\$ 3.34	\$ 4.18	\$ 0.84
	Three Egg Omelet	\$ 3.43	\$ 4.29	\$ 0.86
	Veggie Omelet	\$ 3.06	\$ 3.82	\$ 0.76
	Mini Cheese Quesadilla	\$ 1.65	\$ 2.06	\$ 0.41
	Mini Bacon Quesadilla	\$ 1.74	\$ 2.18	\$ 0.44
	Mni Breakfast Burrito or Quesadilla	\$ 1.83	\$ 2.29	\$ 0.46
	Breakfast Burrito No Meat	\$ 2.59	\$ 3.24	\$ 0.65
	Grilled Cheese	\$ 2.40	\$ 3.00	\$ 0.60
	Grilled Ham and Cheese	\$ 3.06	\$ 3.82	\$ 0.76
	Cheese Omelet	\$ 2.78	\$ 3.47	\$ 0.69
	Oatmeal Small (8 oz)	\$ 1.08	\$ 1.35	\$ 0.27
	Oatmeal Large (12 oz)	\$ 1.46	\$ 1.82	\$ 0.36
	<b>Sides</b>	Side of Bacon or Sausage (2)	\$ 1.03	\$ 1.29
Side of Toast (2)		\$ 1.03	\$ 1.29	\$ 0.26
Eggs Any Style (2)		\$ 1.03	\$ 1.29	\$ 0.26
Bagel With Cream Cheese		\$ 1.46	\$ 1.82	\$ 0.36
Side of Rice or Beans		\$ 1.27	\$ 1.59	\$ 0.32
Side of Steamed Vegetables		\$ 1.27	\$ 1.59	\$ 0.32
French Fries		\$ 1.27	\$ 1.59	\$ 0.32
Onion Rings		\$ 1.27	\$ 1.59	\$ 0.32
Side of Mashed Potatoes		\$ 1.27	\$ 1.59	\$ 0.32
Side of Chips and Salsa		\$ 1.41	\$ 1.76	\$ 0.35
Side of Chicken Breast		\$ 1.83	\$ 2.29	\$ 0.46
Plain English Muffin		\$ 1.18	\$ 1.47	\$ 0.29
<b>Salads</b>		Spicy Oriental Salad	\$ 4.94	\$ 6.18
	Chipotle Chicken Salad	\$ 4.94	\$ 6.18	\$ 1.24
	Chicken California	\$ 4.94	\$ 6.18	\$ 1.24
	Garden Fresh Chicken	\$ 4.94	\$ 6.18	\$ 1.24
	Chef's Walnut Salad	\$ 4.94	\$ 6.18	\$ 1.24

**PORT PANTRY  
SAMPLE MENU PRICES**

Prices below may be used to reflect like items, combination plates and specials for any other items offered in cafeteria. This list is in no way intended to limit the items offered by the Operator. Prices listed below are pre-subsidy.

ITEM		MENU PRICES		
		Subsidized Price	Regular Price	Subsidized Amount
	Chef's Ceasar Salad	\$ 4.94	\$ 6.18	\$ 1.24
	Salad Bar By The Ounce	\$ 0.30	\$ 0.38	\$ 0.08
<b>Sandwiches</b>	Traditional Sandwich	\$ 4.00	\$ 5.00	\$ 1.00
	Club Style Sandwich	\$ 4.47	\$ 5.59	\$ 1.12
	Sandwich Wrap	\$ 4.47	\$ 5.59	\$ 1.12
	Half Sandwich	\$ 3.06	\$ 3.82	\$ 0.76
	Hot Sub Style Sandwich	\$ 4.47	\$ 5.59	\$ 1.12
	Chicken Breast Sandwich	\$ 3.53	\$ 4.41	\$ 0.88
	Crispy Chicken Breast Sandwich	\$ 3.43	\$ 4.29	\$ 0.86
<b>Combos</b>	Sandwich and Soup Combo	\$ 3.72	\$ 4.65	\$ 0.93
	Soup and Salad Combo	\$ 3.72	\$ 4.65	\$ 0.93
	Cheeseburger Daily Combo	\$ 4.66	\$ 5.82	\$ 1.16
	South of the Border Grill Combo	\$ 5.18	\$ 6.47	\$ 1.29
<b>Burgers</b>	1/4 lb Hamburger	\$ 2.68	\$ 3.35	\$ 0.67
	Hamburger w/cheese	\$ 2.78	\$ 3.47	\$ 0.69
	Double Cheeseburger	\$ 3.43	\$ 4.29	\$ 0.86
	Avocado Bacon Cheeseburger	\$ 3.43	\$ 4.29	\$ 0.86
	BBQ Western Cheeseburger	\$ 3.53	\$ 4.41	\$ 0.88
<b>Grilled Items</b>	Grilled Veggie Burger	\$ 3.43	\$ 4.29	\$ 0.86
	Grilled Tuna or Patty Melt	\$ 3.53	\$ 4.41	\$ 0.88
	Soft Shell Tacos (Corn Tortillas)	\$ 3.30	\$ 4.12	\$ 0.82
	Grilled Quesadilla	\$ 3.53	\$ 4.41	\$ 0.88
	Border Style Burrito	\$ 4.38	\$ 5.47	\$ 1.09
	Border Nachos	\$ 4.66	\$ 5.82	\$ 1.16
	Giant Taco Salad	\$ 4.66	\$ 5.82	\$ 1.16
	Bean and Cheese Burrito or (BRC)	\$ 2.59	\$ 3.24	\$ 0.65
	French Toast or Pancake	\$ 1.37	\$ 1.71	\$ 0.34
	Asada Taco Fries	\$ 3.06	\$ 3.82	\$ 0.76
	Grilled Asada Bowl	\$ 3.06	\$ 3.82	\$ 0.76
	Grilled Teriyaki Bowl	\$ 3.06	\$ 3.82	\$ 0.76
<b>Entrees</b>	Daily Breakfast Special	\$ 3.30	\$ 4.12	\$ 0.82
	Entrée Ala Carte	\$ 2.78	\$ 3.47	\$ 0.69
	Daily Lunch Entrée of The Day	\$ 5.60	\$ 7.00	\$ 1.40
	Daily Chef's Special	\$ 5.60	\$ 7.00	\$ 1.40
	Daily Deli Special	\$ 5.18	\$ 6.47	\$ 1.29
	Daily Grill Special	\$ 5.18	\$ 6.47	\$ 1.29
	Healthy Gourmet Special	\$ 5.41	\$ 6.76	\$ 1.35
<b>Soups</b>	Daily Soup Small (8 oz)	\$ 1.55	\$ 1.94	\$ 0.39
	Daily Soup Large (12 oz)	\$ 1.83	\$ 2.29	\$ 0.46

**PORT PANTRY**  
**SAMPLE SNACKS AND BEVERAGES PRICES**

Prices below may be used to reflect like items offered in cafeteria. This list is in no way intended to limit the items offered by the Operator.

ITEM		MENU PRICES		
		Subsidized Price	Regular Price	Subsidized Amount
<b>SNACKS</b>	POP SECRET POP CORN (3 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	CHEX MIX BAGS (2 oz)	\$ 0.57	\$ 0.71	\$ 0.14
	FAMOUS AMOS (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	GRANDMAS COOKIES (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	CHEEZ-IT SNACK BAGS (1.5 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	HOT CHEETOS (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	DORITOS SNACK BAGS (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	FRITOS (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	LAYS CLASSIC (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	BAKED LAYS (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	CHEETOS REGULAR (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	RUFFLES (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	RUFFLES CHEDDAR (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	NATURE VALLEY GRANOLA (1.5oz)	\$ 0.70	\$ 0.88	\$ 0.18
	NATURE VALLEY PEANUT (1.5 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	CANDY BARS ASSORTED (2 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	SNYDER'S PRETZELS (1.5 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	GUM PACKS LG (15 sticks)	\$ 1.18	\$ 1.47	\$ 0.29
	Altoides	\$ 1.83	\$ 2.29	\$ 0.46
	OREO COOKIES (1.5 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	CHIPS AHOY	\$ 0.70	\$ 0.88	\$ 0.18
	KNOTT'S COOKIES (2 oz)	\$ 0.70	\$ 0.88	\$ 0.18
	CORN NUTS (1.7 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	PLANTERS NUTS (2 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	PISTACHIOS (1.5 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	TRAIL MIX (2 oz)	\$ 1.18	\$ 1.47	\$ 0.29
	DIRTY CHIPS (2 oz)	\$ 1.18	\$ 1.47	\$ 0.29
	KETTLE CHIPS (2 oz)	\$ 1.18	\$ 1.47	\$ 0.29
	ISLAND SNACK	\$ 1.65	\$ 2.06	\$ 0.41
	PACKAGED DONUTS (4 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	DANISH PACKAGED (4 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	CINNAMON ROLLS (4 oz)	\$ 1.41	\$ 1.76	\$ 0.35
	PASTRIES ASSORTED (4 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	BROWNIE TWIN PACK	\$ 1.41	\$ 1.76	\$ 0.35
	MUFFIN TWIN PACK	\$ 1.41	\$ 1.76	\$ 0.35
	CRUMB CAKE TWIN PACK	\$ 1.41	\$ 1.76	\$ 0.35
	SNICKERS	\$ 0.94	\$ 1.18	\$ 0.24
	KIT KAT	\$ 0.94	\$ 1.18	\$ 0.24
	3 MUSKATEERS	\$ 0.94	\$ 1.18	\$ 0.24
	MILKY WAY	\$ 0.94	\$ 1.18	\$ 0.24

**PORT PANTRY**

**SAMPLE SNACKS AND BEVERAGES PRICES**

Prices below may be used to reflect like items offered in cafeteria. This list is in no way intended to limit the items offered by the Operator.

ITEM		MENU PRICES		
		Subsidized Price	Regular Price	Subsidized Amount
	RESSES	\$ 0.94	\$ 1.18	\$ 0.24
	HERSEYS	\$ 0.94	\$ 1.18	\$ 0.24
<b>ICE CREAM</b>	STRAWBERRY SHORTCAKE	\$ 1.83	\$ 2.29	\$ 0.46
	COOKIES AND CREAM	\$ 0.94	\$ 1.18	\$ 0.24
	CRUNCH	\$ 1.41	\$ 1.76	\$ 0.35
	FRUIT BAR	\$ 1.41	\$ 1.76	\$ 0.35
	BUTTERFINGER KING SIZE	\$ 2.35	\$ 2.94	\$ 0.59
	ICE CREAM SANDWICH KING SIZE	\$ 2.35	\$ 2.94	\$ 0.59
	HAAGEN-DAZS	\$ 2.35	\$ 2.94	\$ 0.59
	DIBS	\$ 2.35	\$ 2.94	\$ 0.59
	TALL HOUSE	\$ 2.35	\$ 2.94	\$ 0.59
	DRUMSTICK KING SIZE	\$ 2.35	\$ 2.94	\$ 0.59
	DRUMSTICK REGULAR	\$ 1.83	\$ 2.29	\$ 0.46
	GOURMET LEMON TEA CAKE	\$ 1.88	\$ 2.35	\$ 0.47
	ISABELLA COOKIE	\$ 3.53	\$ 4.41	\$ 0.88
<b>BAKED ITEMS</b>	GOURMET COOKIES	\$ 0.70	\$ 0.88	\$ 0.18
	MUFFINS	\$ 1.41	\$ 1.76	\$ 0.35
	SLICED CAKES	\$ 1.65	\$ 2.06	\$ 0.41
	PIE SLICES	\$ 1.65	\$ 2.06	\$ 0.41
	PASTRIES	\$ 1.41	\$ 1.76	\$ 0.35
	FRUIT BOXES (SEASONAL)	\$ 2.12	\$ 2.65	\$ 0.53
<b>DRINKS</b>	STARBUCKS COFFEE DRINKS (10 oz)	\$ 2.35	\$ 2.94	\$ 0.59
	MILK INDIVIDUAL (16 oz)	\$ 1.83	\$ 2.29	\$ 0.46
	FAT FREE MILK (10 oz)	\$ 1.41	\$ 1.76	\$ 0.35
	YOPLAIT YOGURT SMOTHIE	\$ 1.88	\$ 2.35	\$ 0.47
	GREEK YOGURT	\$ 1.88	\$ 2.35	\$ 0.47
	V8 CANS (12 oz)	\$ 0.94	\$ 1.18	\$ 0.24
	V8 SPLASH (20 oz)	\$ 1.83	\$ 2.29	\$ 0.46
	KERNS NECTARS (12 oz)	\$ 1.18	\$ 1.47	\$ 0.29
	RED BULL ENERGY DRINK (16 oz)	\$ 2.35	\$ 2.94	\$ 0.59
	ROCKSTAR ENERGY DRINK (16 oz)	\$ 2.35	\$ 2.94	\$ 0.59
	MONSTER ENERGY DRINK (16 oz)	\$ 2.35	\$ 2.94	\$ 0.59
	SNAPPLE ASSORTED (16 oz)	\$ 1.41	\$ 1.76	\$ 0.35
	SOBE DRINKS (16 oz)	\$ 2.35	\$ 2.94	\$ 0.59
	FUZE DRINKS (16 oz)	\$ 2.35	\$ 2.94	\$ 0.59
	KNUDSEN ORANGE JUICE (16 oz)	\$ 1.83	\$ 2.29	\$ 0.46
	SM. ORANGE (10 oz)	\$ 1.18	\$ 1.47	\$ 0.29
	SM APPLE JUICE (10 oz)	\$ 1.18	\$ 1.47	\$ 0.29
	CRANBERRY JUICE (16 oz)	\$ 1.83	\$ 2.29	\$ 0.46
	CRANGRAPE JUICE (16 oz)	\$ 1.83	\$ 2.29	\$ 0.46

**PORT PANTRY**  
**SAMPLE SNACKS AND BEVERAGES PRICES**

Prices below may be used to reflect like items offered in cafeteria. This list is in no way intended to limit the items offered by the Operator.

ITEM		MENU PRICES		
		Subsidized Price	Regular Price	Subsidized Amount
	NAKED JUICE DRINKS	\$ 3.53	\$ 4.41	\$ 0.88
	ARIZONA GREEN TEA (16 oz)	\$ 1.83	\$ 2.29	\$ 0.46
	ARROWHEAD WATER (1 pint)	\$ 0.94	\$ 1.18	\$ 0.24
	ARROWHEAD WATER (1 QT)	\$ 1.41	\$ 1.76	\$ 0.35
	AQUA FINA WATER (1 pint)	\$ 0.94	\$ 1.18	\$ 0.24
	DASANI (20 oz)	\$ 1.41	\$ 1.76	\$ 0.35
	DASANI (1 liter)	\$ 1.83	\$ 2.29	\$ 0.46
	GATORADE (20 oz)	\$ 1.41	\$ 1.76	\$ 0.35
	POWERADE (20 oz)	\$ 1.83	\$ 2.29	\$ 0.46
	FRUIT 2'O WATER (12 oz)	\$ 1.18	\$ 1.47	\$ 0.29
	CAN SODAS	\$ 0.94	\$ 1.18	\$ 0.24
	BOTTLE PEPSI PRODUCTS (20 oz)	\$ 1.65	\$ 2.06	\$ 0.41
	BOTTLE COKE PRODUCTS (20 oz)	\$ 1.65	\$ 2.06	\$ 0.41
	SMART WATER (1LITER)	\$ 2.12	\$ 2.65	\$ 0.53
	SMART WATER (20 oz)	\$ 1.41	\$ 1.76	\$ 0.35
	VITAMIN WATER (16 oz)	\$ 1.88	\$ 2.35	\$ 0.47
	SPARKLING WATER	\$ 1.65	\$ 2.06	\$ 0.41
	HONEST TEA PRODUCT (16 oz)	\$ 1.88	\$ 2.35	\$ 0.47
	FUSE ASSORTED FLAVORS (16 oz) \	\$ 2.35	\$ 2.94	\$ 0.59
	MINUTE MAID APPLE JUICE	\$ 1.88	\$ 2.35	\$ 0.47
	MINUTE MAID ORANGE JUICE	\$ 1.88	\$ 2.35	\$ 0.47
<b>FOUNTAIN SODAS</b>	16 oz cup	\$ 1.08	\$ 1.35	\$ 0.27
	32 oz cup	\$ 1.65	\$ 2.06	\$ 0.41
<b>FOUNTAIN REFILLS</b>	16 oz	\$ 0.57	\$ 0.71	\$ 0.14
	32 oz	\$ 0.94	\$ 1.18	\$ 0.24
<b>COFFEE</b>	16 oz Cup (Gourmet)	\$ 1.65	\$ 2.06	\$ 0.41
	TAZO TEA	\$ 1.65	\$ 2.06	\$ 0.41
<b>ENERGY BARS</b>	POWER CRUNCH	\$ 1.88	\$ 2.35	\$ 0.47
	ATKIN	\$ 1.88	\$ 2.35	\$ 0.47
	DUILDERN	\$ 1.88	\$ 2.35	\$ 0.47

**Hors D'oeuvres**

**Assorted Cheese Platter**

With Monterey Jack, Swiss, Gouda and Brie served with gourmet crackers or sliced baguette.  
\$3.50 per person

**Fruit and Cheese Platter**

The cheese platter with red and green grapes and seasonal fruit.  
\$4.95 per person

**Fresh Grilled Antipasto**

Delicious grilled marinated Italian vegetables, Italian sliced meats, olives, cheeses and fresh herbs with Italian bread.  
\$4.95 per person

**Fresh Seasonal Fruit Platter**

\$3.75 per person

**Fresh Vegetable Platter**

Served with two different dips.  
\$3.75 per person

**Nachos**

Served with guacamole, salsa and sour cream.  
\$3.50 per person

**Chicken Taquitos (2)**

Served with guacamole and salsa.  
\$2.50 per person

**Cheese or Veggie Quesadilla**

With mixed cheeses and fresh cilantro.  
\$3.95 per person



Exhibit B-2  
(Page 1 of 2)

**Hot Entrées**

**Priced Per Person**

Add \$2.50 for dessert and beverage

**The Pasta Bar**

Choose two pastas: Fettuccine, linguine or penne. Top with your choice of sauce: Alfredo, creamy pesto, marinara or meat sauce, accompanied by fresh baked dinner rolls or garlic cheese bread and a green or Caesar salad.  
\$8.95 per person

**The Southwestern Tortada or Taco Bar**

Delicious chicken or beef filling with crisp tortilla shells or hot tortillas, lettuce, tomatoes, cheese, onions, sour cream, salsa, guacamole, Spanish rice and refried beans.  
\$8.95 per person

**Oriental Buffet**

Teriyaki Chicken served with steamed rice, Chinese chicken salad, egg roll and fortune cookies.  
\$9.95 per person

**Boneless Breast of Chicken**

Grilled chicken breast with a number of sauces to choose from served with mashed potatoes, steamed vegetables, salad and dinner rolls.  
\$9.95 per person

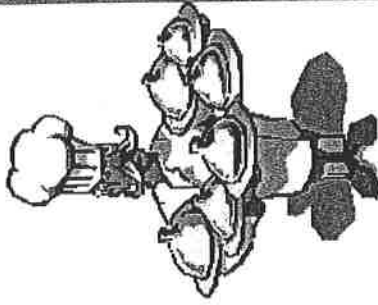
**GREAT FOOD & SERVICES**

We request 24-hour notice for cold food and 48-hour notice for hot food service. We will, however, do our best to service any catering request.

Cafeteria Phone: 310-732-7799

**Port Pantry**

**Catering & Special Events**



Your Catering Department has prepared this menu as a guide to assist you in planning your special events.

We welcome the opportunity to serve you. The wonderful possibilities are endless.

Please feel free to contact us for consultation on making your event special. This brochure is designed to acquaint you with our services by presenting you a small sampling of those items most frequently requested.

For further information contact:  
Mimi Yoon, Manager

To place your order call the Port Pantry between 7:00 AM and 3:00 PM.

Catering Request Forms Available

Continental  
Breakfast

Priced Per Person

The Budget Continental

Danish or muffin with orange juice, coffee and tea service.  
\$4.95

or

Bagel with cream cheese with orange juice, coffee and tea service.  
\$5.50

The Gourmet Continental

Assorted muffins, bagels, croissants with spreads, or Danish with fresh fruit platter, orange juice, coffee and tea service.  
\$6.95

California Dining Breakfast Burrito

A flour tortilla stuffed with fluffy scrambled eggs, hash browns, onions, green peppers, mixed cheeses and a choice of bacon, sausage, ham chorizo or veggies served with fresh home made salsa and sour cream.  
\$4.50

The American Style Breakfast

Fluffy scrambled eggs with bacon, country potatoes, toast with spreads and a fresh fruit platter.  
\$5.50

California Dining VIP Breakfast

Fluffy scrambled eggs with mixed cheeses, bacon, sausage, mini-croissants with spreads, fresh fruit platter, orange juice, gourmet coffee and tea service.  
\$7.95

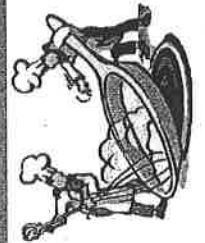


Exhibit B-2  
(Page 2 of 2)

The Bakery

Priced Per Person

Bakery

Cinnamon Rolls ...\$1.50  
Danish ...\$1.25  
Mini Bagel with Cream Cheese ...\$1.50

Beverage Selections

Bottled Water ...\$1.00  
Bottled Juices ...\$1.50  
Milk (pt) ...\$1.00  
Pitcher of Orange Juice ...\$7.95  
One Air Pot of Coffee ...\$15.00  
(serves up to 10)



Desserts,  
Afternoon Snacks,  
Beverages

Desserts

Cookies \$ .85  
Cheesecake \$3.95

Afternoon Delight

Mixed assortment of trail mix, nuts, plain M&M's, peanut M&M's, pretzels, dry fruit \$3.95

Beverages

Canned Sodas \$1.00  
Bottled Water \$1.00  
Sparkling Water \$1.50  
Bottled Juice \$1.50  
Snapple \$1.75  
Sobe \$1.99  
Arizona Iced Tea \$1.99  
Vitamin Water \$1.99

Box Lunches

Priced Per Person

The Mini Box Lunch

A sandwich of your choice, served with assorted chips and a beverage.  
\$6.95

The Gourmet Box Lunch

A sandwich of your choice, served with a deli salad, chips and a beverage.  
\$7.95

California Dining VIP Box Lunch

Gourmet sandwich served on a French roll or wheat roll with a deli salad, chips and a gourmet milk and white chocolate macadamia nut cookie.  
\$9.95

Deli Sandwiches

The Budget Sandwich Platter

Assorted Sandwiches served on a platter accompanied with assorted chips.  
\$6.95

The Gourmet Sandwich Platter

Assorted sandwiches on different breads with your choice of one deli salad and a beverage.  
\$7.95

California Dining VIP Platter

Gourmet meat & cheese sandwiches on French or wheat rolls served with one deli salad, assorted chips, a beverage and a gourmet cookie.  
\$9.95

Sides

Pasta, Potato or Macaroni Salad \$1.50  
Gourmet Chips \$1.50

## VENDING MACHINE PRODUCTS AND PRICES

### **Beverages**

12 oz. Arizona Iced Tea	\$ 1.25
16 oz. Bottled Juice	\$ 1.55
12 oz. Canned Juice	\$ 1.25
Monster Energy Drink	\$ 2.75
Snapple Teas, etc.	\$ 1.55
20 oz. Bottled Juice	\$ 1.85
12 oz. Canned Soda	\$ 0.85
Coffee Beverages	\$ 1.75

### **Snacks**

LSS Chips	\$ 0.90
Candy	\$ 0.85
Bagged Snacks and Bagged Cookies	\$ 0.95
Pastry	\$ 1.25
Gum and Mints	\$ 0.75
Cup of Soup	\$ 1.25
Tuna Kits	\$ 2.25

**COFFEE SUPPLIES AND SERVICE PRICE LIST**

<b>ITEM</b>	<b>Quantity</b>	<b>PRICE</b>
Coffee Equipment		Free
Coffee Delivery		Free
Coffee Filters	500/pack	Free
First Colombian Coffee	32/box	\$ 25.98
First Colombian Coffee (Decaf)	32/box	\$ 25.98
First Gourmet Coffee	32/box	\$ 25.98
First Pacific Gold Coffee	32/box	\$ 24.82
Seattle's Best Coffee	42/pack	\$ 60.25
Coffee Bean Coffees	24/pack	\$ 41.95
Coffee Bean Costa Rican Coffee	24/pack	\$ 38.95
First Café Flavored Coffees	18/box	\$ 21.84
Plastic Stirrers	1000/pack	\$ 1.61
First Café Cream Canister	12 oz.	\$ 1.39
First Choice Cream Packets	500/pack	\$ 17.74
International Delight Creams	288/pack	\$ 27.27
First Café Sugar Canister	20 oz.	\$ 1.65
Dixie Crystal Sugar Packets	100/pack	\$ 1.32
Equal Packets	100/pack	\$ 4.73
Bigelow Teas	28/pack	\$ 3.80
Bigelow Constant Comment Tea (Decaf)	16/pack	\$ 3.80
Bigelow Earl Grey Tea (Decaf)	20/pack	\$ 3.80
Bigelow Premium Tea	100/pack	\$ 4.43
Swiss Miss Hot Chocolate	50/pack	\$ 10.69
Swiss Miss Sugar Free Hot Chocolate	24/pack	\$ 10.34
Equipment Relocation Charge		\$ 75.00
Water Filter Exchanges	Monthly	\$ 42.95

# MONTHLY SUBCONSULTANT MONITORING REPORT

Instructions: Please indicate the SBE/VSBE/MBE/WBE/OBE/DBE participation levels achieved for the month of \_\_\_\_\_ covered by the referenced contract number.

Contract No. \_\_\_\_\_ Division \_\_\_\_\_ Contractor Administrator \_\_\_\_\_

Contractor \_\_\_\_\_ \*Group \_\_\_\_\_ Contract Title/Project \_\_\_\_\_

Contract Amount \_\_\_\_\_ Start Date \_\_\_\_\_ End Date \_\_\_\_\_

Total Amount Invoiced to Date \_\_\_\_\_

SBE Mandated Participation Percentage \_\_\_\_\_ SBE \_\_\_\_\_ VSBE \_\_\_\_\_

Proposed Subcontractor Percentage \_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_ OBE \_\_\_\_\_ DVBE \_\_\_\_\_

	Name of Subcontractor	Type of Work Performed	Group SBE/VSBE/MBE/WBE/OBE/DBE	PROPOSED			ACTUALS		
				Original Proposed Amount	Original Proposed Percentage	Amount Paid to Date	Amount Paid to Date Percentage	Contract Amount Percentage	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

**Directions:**

Original Proposed Percentage: Original Proposed Percentage of Total Contract Amount  
 Amount Paid to Date Percentage: Percentage of Total Amount Invoiced to Date  
 Contract Amount Percentage: Percentage Paid to Date of Total Contract Amount

## EXHIBIT D

### BUSINESS TAX REGISTRATION CERTIFICATE (BTRC) NUMBER

The City of Los Angeles Office of Finance requires all firms that engage in any business activity within the City of Los Angeles to pay City business taxes. Each firm or individual (other than a municipal employee) is required to obtain the necessary Business Tax Registration Certification (BTRC) and pay business tax. (Los Angeles Municipal Code Section 21.09 et seq.)

All firms and individuals that do business with the City of Los Angeles will be required to provide a BTRC number or an exemption number as proof of compliance with Los Angeles City business tax requirements in order to receive payment for goods or services. Beginning October 14, 1987, payments for goods or services will be withheld unless proof of tax compliance is provided to the City.

The Tax and Permit Division of Los Angeles Office of Finance has the sole authority to determine whether a firm is covered by business tax requirements. Those firms not required to pay will be given an exemption number.

If you do NOT have a BTRC number contact the Tax and Permit Division at the office listed below, or log on to [www.lacity.org/finance](http://www.lacity.org/finance) to download the business tax registration application.

#### MAIN OFFICE

LA City Hall

201 N. Main Street, Rm. 101 (213) 473-5901

## EXHIBIT E - AFFIRMATIVE ACTION PROGRAM PROVISIONS

### **Sec. 10.8.4 Affirmative Action Program Provisions.**

Every non-construction contract with or on behalf of the City of Los Angeles for which the consideration is \$100,000 or more and every construction contract with or on behalf of the City of Los Angeles for which the consideration is \$5,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such contract:

- A. During the performance of City contract, the contractor certifies and represents that the contractor and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
  - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - 3. The contractor shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- C. As part of the City's supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, the contractor shall certify on an electronic or hard copy form to be supplied, that the contractor has not discriminated in the performance of City contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition.
- D. The contractor shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City contracts, and on their or either of their request to provide evidence that it has or will comply therewith.

- E. The failure of any contractor to comply with the Affirmative Action Program provisions of City contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has breached the Affirmative Action Program provisions of a City contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City contract, there may be deducted from the amount payable to the contractor by the City of Los Angeles under the contract, a penalty of TEN DOLLARS (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a City contract.
- H. Notwithstanding any other provisions of a City contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the Office of Contract Compliance and provide to the awarding authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish this contract compliance program.
- J. Nothing contained in City contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. The Contractor shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the City. The plan shall be subject to approval by the

Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve

months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, the contractor may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, the contractor must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.

1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. A contractor may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the City with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and the contractor.
- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;

5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's workforce to achieve the requirements of the City's Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the workforce or replacement of those employees who leave the workforce by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the City and may be used at the discretion of the City in its Contract Compliance Affirmative Action Program.
- P. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by contractors or suppliers engaged in the performance of City contracts.
- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

## EXHIBIT F – SMALL BUSINESS ENTERPRISE PROGRAM

The City of Los Angeles Harbor Department is committed to creating an environment that provides all individuals and businesses open access to the business opportunities available at the Harbor Department in a manner that reflects the diversity of the City of Los Angeles. The Harbor Department's Small Business Enterprise (SBE) Program was created to provide additional opportunities for small businesses to participate in professional service and construction contracts. An overall Department goal of 25% SBE participation, including 5% Very Small Business Enterprise (VSBE) participation, has been established for the Program. The specific goal or requirement for each contract opportunity may be higher or lower based on the scope of work.

It is the policy of the Harbor Department to solicit participation in the performance of all service contracts by all individuals and businesses, including, but not limited to, SBEs, VSBEs, women-owned business enterprises (WBEs), minority-owned business enterprises (MBEs), and disabled veteran business enterprises (DVBEs). The SBE Program allows the Harbor Department to target small business participation, including MBEs, WBEs, and DVBEs, more effectively. It is the intent of the Harbor Department to make it easier for small businesses to participate in contracts by providing education and assistance on how to do business with the City, and ensuring that payments to small businesses are processed in a timely manner. **In order to ensure the highest participation of SBE/VSBE/MBE/WBE/DVBEs, all proposers shall utilize the City's contracts management and opportunities database, the Los Angeles Business Assistance Virtual Network (LABAVN), at <http://www.labavn.org>, to outreach to potential subcontractors.**

The Harbor Department defines a SBE as an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121. Go to [www.sba.gov](http://www.sba.gov) for more information. The Harbor Department defines a VSBE based on the State of California's Micro-business definition which is 1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.

The SBE Program is a results-oriented program, requiring consultants who receive contracts from the Harbor Department to perform outreach and utilize certified small businesses. **Based on the work to be performed, it has been determined that the percentage of small business participation will be \_\_%, including \_\_% VSBE participation.** The North American Industry Classification System (NAICS) Code for the scope of services is **722310**. This NAICS Code is the industry code that corresponds to at least 51% of the scope of services and will be used to determine the size standard for SBE participation of the Prime Consultant. The maximum SBE size standard for this NAICS Code is \$ million.

Consultant shall be responsible for determining the SBE status of its subconsultants for purposes of meeting the small business requirement. Subconsultants must qualify as an SBE based on the type of services that they will be performing under the Agreement. All business participation will be determined by the percentage of the total amount of compensation under the agreement paid to SBEs. The Consultant shall not substitute an SBE firm without obtaining prior approval of the City. A request for substitution must be based upon demonstrated good cause. If substitution is permitted, Consultant shall endeavor to make an in-kind substitution for the substituted SBE.

In the event of Consultant's noncompliance during the performance of the Agreement, Consultant shall be considered in material breach of contract. In addition to any other remedy available to City under this Agreement or by operation of law, the City may withhold invoice payments to Consultant until noncompliance is corrected, and assess the costs of City's audit of books and records of Consultant and its subconsultants. In the event the Consultant falsifies or misrepresents information contained in any form or other willful noncompliance as determined by City, City may disqualify the Consultant from participation in City contracts for a period of up to five (5) years.

Consultant shall complete, sign, notarize (where applicable) and submit as part of the executed agreement the attached Affidavit and Contractor Description Form. The Contractor Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. Prior to contract award, the Harbor Department will verify the status of all SBEs. In addition, prior to being awarded a contract with the Harbor Department, all contractors and subcontractors must be registered on LABAVN.

# AFFIDAVIT OF COMPANY STATUS

"The undersigned declares under penalty of perjury pursuant to the laws of the State of California that the following information and information contained on the attached Contractor Description Form is true and correct and include all material information necessary to identify and explain the operations of

\_\_\_\_\_  
Name of Firm

as well as the ownership thereof. Further, the undersigned agrees to provide either through the prime consultant or, directly to the Harbor Department, complete and accurate information regarding ownership in the named firm, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents in association with this agreement."

Please indicate the ownership of your company:  SBE  VSBE  MBE  WBE  DVBE  OBE

- A Small Business Enterprise (SBE) is an independently owned and operated business that is not dominant in its field and meets criteria set forth by the Small Business Administration in Title 13, Code of Federal Regulations, Part 121.
- A Very Small Business Enterprise (VSBE) is (1) a small business that has average annual gross receipts of \$3,500,000 or less within the previous three years, or (2) a small business manufacturer with 25 or fewer employees.
- A Minority Business Enterprise (MBE) is defined as a business in which a minority owns and controls at least 51% of the business. A Woman Business (WBE) is defined as a business in which a woman owns and controls at least 51% of the business. For the purpose of this project, a minority includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, The Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
- A Disabled Veteran Business Enterprise (DVBE) is defined as a business in which a disabled veteran owns at least 51% of the business, and the daily business operations are managed and controlled by one or more disabled veterans.
- An OBE (Other Business Enterprise) is any enterprise that is neither an SBE, VSBE, MBE, WBE, or DVBE.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Printed Name \_\_\_\_\_

Date Signed \_\_\_\_\_

## NOTARY

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who being duly sworn, did execute the

\_\_\_\_\_  
Name

foregoing affidavit, and did state that he/she was properly authorized by \_\_\_\_\_

\_\_\_\_\_  
Name of Firm

to execute the affidavit and did so as his or her free act and deed.

SEAL

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

# Contractor Description Form

## PRIME CONTRACTOR

Contract #: \_\_\_\_\_ Award Date: \_\_\_\_\_ Contract Term: \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Check all that apply)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Check all that apply)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Check all that apply)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_ FAX: ( ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email address: \_\_\_\_\_

# Contractor Description Form

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Check all that apply)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email Address: \_\_\_\_\_

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Check all that apply)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email address: \_\_\_\_\_

## SUBCONTRACTOR

Business Name: \_\_\_\_\_ Award Total: \$ \_\_\_\_\_  
Services to be provided: \_\_\_\_\_  
Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE  
(Check all that apply)  
Primary NAICS Code: \_\_\_\_\_ Average Three Year Gross Revenue: \$ \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_  
Contact Person/Title: \_\_\_\_\_  
Email address: \_\_\_\_\_

## EXHIBIT G

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or

b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.