

# **Waterfront and Commercial Real Estate Division**

## **Port Pantry Operator**

### **REQUEST FOR PROPOSALS**



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August 30, 2023

RAMP ID #209943

August 30, 2023

Prospective Consultants:

SUBJECT: REQUEST FOR PROPOSALS FOR PORT PANTRY OPERATOR

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals from qualified food service companies to operate its café for the benefit of Harbor Department employees and visitors. These services shall commence after a contract is approved by the Board of Harbor Commissioners.

Instructions and forms to be used in preparing the proposal are found in the information included in the Request for Proposals (RFP).

The schedule for this RFP will be as follows:

Request for Proposals Published	Wednesday, August 30, 2023
Reservation Deadline Site Visit	Thursday, September 7, 2023 by 3pm
Site Visit at 425 S. Palos Verdes St., San Pedro, CA 90731	Thursday, September 14, 2023 at 2pm
Questions Due	Thursday, September 21, 2023 by 3pm
Response Posted	Thursday, September 28, 2023
Proposals Due	Thursday, October 5, 2023 by 3pm

If your firm cannot agree to the requirements exactly as set forth in this RFP, please do not submit a proposal.

For questions regarding this RFP, please contact Susana Eldridge by email at [Seldridge@portla.org](mailto:Seldridge@portla.org). Questions must be submitted by Thursday, September 21, 2023 by 3pm. Responses will be posted on the [Harbor Department's website](#) and the Regional Alliance Marketplace for Procurement (RAMP), at [www.rampla.org](http://www.rampla.org), on Thursday, September 28, 2023. It is the responsibility of all proposers to review the Port's website for any RFP revisions or answers to questions prior to submitting a proposal in order to ensure their proposal is complete and responsive.

In addition to providing information requested in this RFP, it should be noted that there are administrative documents that must be submitted with the proposal. Please refer to the Business Enterprise Programs and Contract Administrative Requirements section of this RFP. **In order for your proposal to be deemed responsive, these documents MUST be included with your proposal.**

All consultants and subconsultants must be registered on RAMP at the time proposals are due. If selected for award, for-profit companies and corporations must comply with RAMP's demographic reporting requirements, per the Mayor's Executive Directive 35.

Sincerely,

*Susana Eldridge for*

TRICIA J. CAREY

Director, Contracts and Purchasing Division

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Attachment 2 – Kitchen Equipment

Attachment 3 – Historical Sales Summary

Attachment 4 – Coffee Equipment and Service Locations

Attachment 5 – Sample Menus

Exhibit A - Affirmative Action Program Provisions

Exhibit B – Small/Very Small Business Enterprise Program

Exhibit C – Proprietary Small Business Enterprise Application

Exhibit D - Business Tax Registration Certificate (BTRC) Number

Exhibit E - Equal Benefits Ordinance

Exhibit F - RFP Selection Evaluation Form

Exhibit G – City Ethics Commission (CEC) Forms 50 and 55

# **1. INTRODUCTION**

## **1.1 Brief Overview of the Project**

The Waterfront and Commercial Real Estate Division is soliciting proposals from qualified consultants to provide professional food service and management of the Port Pantry Café (Café) at the Harbor Administration Building (HAB). Food service functions include operation of the Café, catering, vending machine, and coffee services.

The duration of the agreement awarded as a result of this RFP is expected to be three years from the date of execution of the agreement.

## **1.2 The Port of Los Angeles**

The Port of Los Angeles is America's Port®, the nation's premier gateway for international commerce and the busiest seaport in the Western Hemisphere. Located in San Pedro Bay, 25 miles south of downtown Los Angeles, the Port encompasses 7,500 acres of land and water along 43 miles of waterfront.

The Port features both passenger and cargo terminals, including cruise, container, automobile, breakbulk, dry and liquid bulk, and warehouse facilities that manage billions of dollars' worth of cargo each year. One of the world's busiest seaports and leading gateway for international trade in North America, the Port of Los Angeles has ranked as the number one container port in the United States each year since 2000. In 2022, the Port handled a total of 9.9 million TEUs, its second busiest calendar year on record.

The Port of Los Angeles is a department of the City of Los Angeles (also known as the Los Angeles Harbor Department) and is governed by the Los Angeles Board of Harbor Commissioners, a panel appointed by the Mayor of Los Angeles. Although the Port is a City department, it is not supported by City taxes. Operating as a landlord port with more than 200 leaseholders, the Port instead generates its revenues from leasing and shipping service fees. The Port's jurisdiction is limited to the Harbor District, which includes property in San Pedro, Wilmington, and Terminal Island.

The Los Angeles Harbor Department (Harbor Department) is charged with the operation, maintenance and protection of the Port of Los Angeles. The Harbor Department is a landlord port that leases properties to private sector terminal, tug, and marine cargo and cruise industry transportation entities.

The Harbor Administration Building (HAB) is located at 425 S. Palos Verdes Street in San Pedro, California. HAB is the workplace of approximately 424 of the 900 full-time City employees (not including Consultants and City Attorneys) who work for the Harbor Department. In addition, visitors regularly convene at HAB for board meetings, special events, and consultations. Visitors to HAB are required to be screened by Harbor Department Security, which includes presenting a form of identification, signing in, and passing through a metal detector.

The Harbor Department environment is dynamic and the employee count at HAB fluctuates. The Harbor Department makes no guarantee that the number of employees located at HAB will remain at current levels. Therefore, the Operator should be able to adjust operations as needed to service various population levels and be able to market the Café to other governmental employees in the surrounding area.

The Café contains approximately 3,300 square feet of space capable of accommodating a maximum of 85 people. The Café includes appliances, tables, and chairs which are suitable for operating a first class café (See Attachment 1). Other features include an outdoor grill, a salad bar, soda fountain, and a coffee station (See Attachment 2).

### 1.3 Historical Sales Summary

Historical annual sales are provided by the current Operator (See Attachment 3). The Harbor Department has not verified these reported annual sales and makes no guarantee as to the accuracy or reliability of the historical sales data. Availability of this data shall in no way relieve a proposer from the responsibility of determining for itself the business potential of the opportunities outlined in this RFP.

## 2. PROJECT DESCRIPTION

### 2.1 Project 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 below. Services shall include, but are not limited to, (1) operating a full-service Cafe at the Harbor Administration Building; (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 Cafe 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 Cafe so that the potential for increased capacity and sales is realized.
3. Operator shall offer quality food and snacks at reasonable prices to maximize the patronage of the Cafe 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.

### **Program Development**

Operator shall provide food and beverages in the Cafe, 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 comparable; and,
- Make the Cafe a must visit destination.

### **Operator's Responsibilities**

Operator shall operate the Cafe as follows:

1. Cafe Personnel - All personnel hired to provide any and all services of the Cafe 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 Cafe 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 Cafe 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 Attachment 5) 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 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 the cleaning and upkeep of all kitchen and food service equipment.
6. Permits/Licenses - Operator shall procure all required licenses and permits necessary to operate the Cafe 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 Cafe 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 Cafe 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. Good Food Purchasing Program – Operator must comply with the City's Good Food Purchasing Program which will require quarterly reporting on the five key elements of the policy – supporting local food economies, environmentally sustainable products, safe working conditions, animal welfare, and nutritious foods. For information on the Good Food Purchasing Program, please refer to <http://goodfoodla.org>.



13. 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.
14. Sales Equipment - Operator shall provide all point of sales equipment for efficient cash and debit/credit transactions.
15. 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 Cafe. Operator shall purchase high quality and environmentally responsible products for the intended use per applicable Harbor Department policy, local ordinances and state regulations. City also reserves the right, at its expense, to audit this information.
16. Laundry and Uniforms - Operator shall provide uniforms for Cafe staff including costs of laundry and uniform service.
17. 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 term of the Agreement.
18. End-of-Fiscal Year Statement - Operator shall certify its end-of-fiscal year profit/loss statements for submission to the Harbor Department.
19. Operational Plan - Operator shall designate a key manager who will meet with the Harbor Department on a quarterly 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. Eco-Friendly Products – Operator shall purchase high quality and environmentally responsible disposable products used for food and beverage services per applicable Harbor Department policy, local ordinances and state regulations.

### **City's Responsibilities**

City shall be responsible for the following:

1. City shall provide the Cafe as shown in Attachment 1 - Drawing of Cafe.

2. City shall provide the kitchen equipment as described in Attachment 2. The City shall replace equipment provided as City deems necessary. City shall also be responsible, at its expense for maintaining the kitchen equipment under a preventative maintenance contract and program. However, selected Operator shall be responsible for adequate upkeep and cleaning of equipment.
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 Cafe 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, e-mail access, and photocopier 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.
10. 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.
11. City shall provide nightly cleaning of the dining and patio dining areas.
12. City shall provide nightly vacuuming of the service and dining carpeted areas, if any.
13. City shall provide pest control service.

14. City shall negotiate with the operator on an agreed upon subsidy amount. City shall subsidize the operation of the Café by paying Operator up to twenty percent (20%) of the regular sale price, not including applicable sales tax, for food items, snacks, and beverages sold at the Café. However, The Executive Director shall have the right to terminate and cancel agreed upon subsidy, upon giving Operator ten (10) days of advance, written notice.

### **City's Use**

City shall have the right to use the Cafe, 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 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, at the Port Police Headquarters Building, Construction & Maintenance, and other various Harbor Department facilities 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 nine (9) 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 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 Attachment 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 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 Cafe. 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. **Purchasing of Cafe Operations Supplies** - Operator shall purchase and pay for all operational supplies and services utilized in operating the Cafe 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.
4. **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.
5. **Licenses and Permits** - The operation of the Cafe shall include the procurement of all required licenses and permits necessary to operate the Cafe, and Operator must ensure the continued validity of these licenses and permits throughout the term of the Agreement.

### **Modifications**

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

1. Agree to modifications of operational requirements and procedures set forth in this Agreement and otherwise, including without limitation, price increases of goods and services, operational hours, Cafe 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 Designee and a duly authorized representative of Operator.

### **3. PROPOSAL REQUIREMENTS**

#### **3.1 Site Visit**

Firms planning to submit proposals are encouraged to attend a site visit at the Harbor Department Administration Building located at 425 S. Palos Verdes St., San Pedro, CA 90731. The site visit will be held on Thursday, September 14, 2023 at 2pm. Proposers must confirm attendance by emailing Susana Eldridge at [Seldridge@portla.org](mailto:Seldridge@portla.org), no later than Thursday, September 7, 2023 by 3pm.

#### **3.2 Proposal Submission**

**One (1) digital copy of your proposal, as one complete file in .pdf format, must be submitted on or before 3:00 p.m. PST on Thursday, October 5, 2023 to:**

Susana Eldridge at [Seldridge@portla.org](mailto:Seldridge@portla.org)  
Subject: Port Pantry Operator

The proposal shall be in searchable PDF (Portable Document Format). Files shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents. The electronic copy will not be returned.

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered before the deadline set forth above.

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a written request that they submit additional written materials. Absent such written request, proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

#### **3.3 Evaluation Process and Selection Criteria**

##### **Phase One- Evaluation of Proposals by Panel**

All proposals meeting the requirements of this RFP shall be reviewed and rated by a Department evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) marketing plan; 3) financial capability; 4) menu and pricing; and 5) management and operations plan of the proposal. See Exhibit F.

Proposers with the highest scores will be invited to participate in Phase Two of the evaluation.

##### **Phase Two- Finalist Interview and Menu Sampling**

An interview and menu sampling event will be part of the evaluation process for

those finalists chosen to participate in Phase Two of the selection process. Those proposers will be contacted to arrange in-person interviews with the evaluation committee and to participate in a menu sampling event (at proposer's expense) to illustrate the variety and quality of the proposer's food service.

The purpose of Phase Two is to allow proposers the opportunity to clarify and expand upon aspects of their proposal. It also presents an opportunity to evaluate key personnel and discuss issues of experience, performance, schedules, qualifications and quality. Proposers may bring presentation boards or use on-screen PowerPoint presentations. See Exhibit F.

Scores from both Phases will be combined to determine the winning proposer. The evaluation committee will make the final recommendation for selecting the operator. All recommendations are subject to the approval of the Director of the Waterfront and Commercial Real Estate Division, the Executive Director, and the Board of Harbor Commissioners.

Proposers are advised that all documentation submitted in response to this RFP will be considered property of the Harbor Department and may become available to the public as a public record and be released without further notification. Any information that the proposer considers confidential should not be submitted with the proposal.

The right to reject any and all proposals shall, in every case, be reserved, as shall the right to waive any informality in the proposal when to do so would be to the advantage of the City.

### 3.4 Proposal Content

The following items shall be included in your proposal:

1. Table of Contents

List elements included in the proposal.

2. Cover Transmittal Letter

Provide a narrative which introduces the Operator and team highlighting the special strengths of the Operator to perform the work requested in this RFP. The letter should be signed by an authorized principal.

3. Firm Qualifications, Experience and References

Provide an understanding of the experience and qualification of similar or related services performed by your firm in the past five (5) years and how the firm has successfully managed and operated food & beverage businesses.

- ☐ Provide names and addresses of food and beverage businesses developed and operated in the past five (5) years.
- ☐ Identify current operating locations including business name, location, square

footage, type of operation, and annual gross sales for 2018, 2019, 2020, 2021 and/or 2022. (List a maximum of five (5) locations.

Provide sufficient information to demonstrate the following:

- ☐ Record of sales accomplishments in food & beverage operations.
- ☐ Number of years and extent of industry experience with special emphasis on experience managing and operating food and beverage facilities.
- ☐ Track record for implementing transition plans.
- ☐ Record of performance in meeting sales targets, and in increasing sales performance over time.

In addition, list four (4) references where the firm has operated food and beverage services during the past five (5) years. References must include company name, contact person, title, address, telephone number, email address, and a brief statement of the business association.

#### 4. Marketing Plan

Provide an understanding of the firm's capabilities, plans for marketing the Café, strategies it intends to employ, menu items it intends to offer, and the applicability of its menu mix to the Harbor Department's mix of patrons.

- ☐ Provide a detailed marketing plan.
- ☐ Identify and provide qualifications of key in-house staff positions and individuals that will be responsible for overseeing the marketing and promoting of the Café.
- ☐ Provide a general description of what marketing techniques the firm has used at other locations to boost sales.
- ☐ Explain its marketing plan. Identify how awareness about the Café will be improved and describe the firm's plan to attract patrons and increase sales.
- ☐ Explain the impact the implementation of the firm's marketing plan is likely to have on the number of patrons who visit the Café.
- ☐ Explain how the firm would use its marketing and promotions to inform potential customers of the specific offerings and advantages of the Café to boost sales and enhance the image and reputation of the Café.
- ☐ The Operator will designate a Manager who will meet with the Contract Administrator on a regular basis to present the Marketing Plan.

#### 5. Proposed Compensation, Menu, and Pricing

Describe the compensation package to the Harbor Department your firm proposes based on the general information provided herein, as well as requested services and operation described within this RFP. Provide an understanding of the firm's proposed menu offering.

- ☐ Describe your proposed financial arrangement to meet the needs and criteria described in this RFP, which could include requested subsidy from the City (See City's Responsibilities, #14).
- ☐ Provide menus with a detailed price list for each menu item which reflects affordable levels and optimum value for patrons.



- ☐ Include portions of menu items.
- ☐ Describe quality of ingredients that will be used.
- ☐ Describe rotation of menu items and how often new items are introduced.
- ☐ Detail of catering program and price list.
- ☐ Describe vending machines, contents, service schedule, price list, and subcontractor name (if applicable).
- ☐ Describe coffee service, equipment, price list, and subcontractor name (if applicable).

## 6. Management and Operations Plan

Provide information regarding the firm's staffing plan and management commitment. The Harbor Department does not expect firms to be in a position to identify all individuals to be assigned to operate the Café. However, firms should provide an understanding of key positions and the extent to which staff can be identified.

- ☐ Identify key staff positions and individuals that will be dedicated to the Café for (1) the transition period; and (2) during normal operations once the transition is complete. Indicate for each position/individual whether he/she will be on-site or off-site. Indicate for each individual whether he/she will be dedicated to the Café on a full-time or part-time basis.
- ☐ Describe your plan to maintain a first-class appearance of the Café at all times.
- ☐ Describe your plan to ensure the Café is adequately stocked at all times to meet customer needs.
- ☐ Describe how catering or call-ahead services will be carried out.
- ☐ Describe vending machine services to be provided.
- ☐ Describe how coffee services will be carried out to all Harbor Department locations.
- ☐ Detail any other physical or operational changes proposed and how they would impact the customer experience.
- ☐ Delineate your customer service plan, including proposed program for measuring customer/staff satisfaction and how customer complaints will be addressed.
- ☐ Identify any secret shopper programs, employee and customer incentive awards, and other methods that would be implemented to monitor and maintain high standards of customer service.
- ☐ Describe your plan to adequately staff Café, including when employees call in sick or unexpectedly do not show up to work.
- ☐ Submit your proposed operating standards, policies and practices in the areas of:
  - Service;
  - Training;
  - Quality Assurance;
  - Customer Satisfaction;
  - Sanitation;
  - Sales Control Systems; and
  - Safety.

Provide sufficient information to demonstrate the following:

- ☐ The capabilities of the management team to meet the challenges of the Café operations.
- ☐ The firm's experience and capacity to fill positions once the Agreement is executed.
- ☐ The depth of the firm's resources and team as an indication of backup or redundant capability.
- ☐ The firm's commitment to providing outstanding customer service.
- ☐ How the firm will use knowledge gained by operations at other locations to support the operation of the Café and its patrons.
- ☐ The relationship between management and staff in terms of delegated authority, resource control and decision-making, and support services (e.g., human resources, accounting, etc.).
- ☐ Identify any members of your proposed team, including proposer's firm and any subcontractors, who are former Commissioners, officers or employees of the Harbor Department. Provide their name, proposed team position, and their past position and years of employment/appointment with the Department. If your proposed team does not have any such members, please include a statement in your proposal so stating.
- ☐ Proposers are advised that it is a proposer's obligation to determine whether any conflicts of interest exist for their team members and the extent to which those conflicts need to be resolved or disclosed prior to engaging in business with the Department.

## 7. Financial Capability

Provide an understanding of your overall financial capacity to ensure sufficient working capital is available for operations of the Café and to maintain the on-going obligations throughout the term of the Agreement.

Beyond the cash flow generated from operating the Café, indicate what resources and means will be available to the firm should the customer base decrease in number. All financial documents will be reviewed by the Harbor Department's Financial Manager to verify the experience, qualifications and financial capability of the Operator. Review of these documents may occur at the Harbor Department Administration Building (HAB), or at a mutually agreeable location within 20 miles of the HAB. Review documents provided to the selection committee as part of the evaluation process will be subject to the California Public Records Act.

## 8. Business Enterprise Programs and Contract Administrative Requirements

**In order for your proposal to be deemed responsive, the following documents MUST be included with your proposal:**

A) SMALL/VERY SMALL BUSINESS ENTERPRISE AND LOCAL BUSINESS PREFERENCE PROGRAMS (EXHIBIT B)

Provide with your proposal the Small/Very Small Business Enterprise and Local Business Preference Programs Affidavit and Consultant Description forms (Exhibit B), fully

filled out for your firm and any proposed subconsultants. Please refer to Exhibit B for detailed information relative to these programs and instructions on completing the forms.

Although there is no Small Business Enterprise participation required for this contract opportunity, Exhibit B must be submitted with your proposals.

Firms must be certified as SBEs or Very Small Business Enterprises (VSBE) through RAMP at the time proposals are due. **Firms will only receive credit for SBE/VSBE certifications reflected on their RAMP profile.** Firms may certify as SBE (Proprietary) and VSBE (Harbor) by completing the SBE (Proprietary) application (Exhibit C). Please refer to the Road Map in Exhibit C for a listing of agency certifications that may be accepted in lieu of completing the application. For VSBE certification, you must complete the application or be certified as a Micro-business through the State of California Department of General Services (DGS). If your firm is certified by one of the listed agencies, you must complete the instructions in the application in regards to obtaining certification on RAMP. Applications should be mailed to the following address referencing the RFP:

CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
Bureau of Contract Administration  
Office of Contract Compliance – Centralized Certification Administration  
1149 S. Broadway, Ste. 300  
Los Angeles, CA 90015

Proposers who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any services valued in excess of \$150,000.

#### B) INSURANCE VERIFICATION LETTER

Provide a letter from your insurance carrier or broker indicating that the insurance requirements for this project as described in this RFP are presently part of the proposer's coverage, or that the insurance company is able to provide such coverage should the proposer be selected. The insurance carrier/broker must be aware of the indemnification requirements also set forth in this RFP. Proposers are not required to purchase the required insurance in order to respond; however, all required insurance will need to be submitted at the time of contract award. **ACORD® Certificate of Liability Insurance sheets will not be accepted in lieu of an insurance verification letter. Proposals submitted without an insurance verification letter, as described above, will be deemed non-responsive.**

#### C) CITY ETHICS COMMISSION (CEC) FORMS 50 and 55

Proposers who submit a response to this solicitation (proposers) are subject to Charter section 470 (c) (12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the

contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC forms 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). The forms require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Forms 50 and 55 may be deemed non-responsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

#### D) ACCEPTANCE OF STANDARD CONTRACT PROVISIONS AND EXECUTIVE DIRECTIVE 35

Proposers are advised that pursuant to Executive Directive (ED) 35, if your firm is a for-profit company or corporation and is selected for award, you shall, within 30 days of the effective date of the contract and on an annual basis thereafter (i.e., within 30 days of the anniversary of the effective date of the contract), report the following information to the City via the Regional Alliance Marketplace for Procurement (RAMP) or via another method specified by the City:

- Annual revenue
- Number of employees
- Location
- Industry
- Race/ethnicity and gender of majority owner

On an annual basis, the consultant shall further request that any subconsultant input or update its business profile, with the above information, on RAMP or via another method prescribed by City.

Proposers must submit a signed letter confirming their intention to comply with the RAMP demographic reporting requirements of ED 35, and their firm's acceptance of all of the Standard Contract Provisions exactly as set forth in Section 4. Do not submit your demographic information in the letter; only the selected consultant needs to enter that information into RAMP, after contract award.

### 3.5 Checklist for RFP Submittal Requirements

A checklist is provided to assist in verification that all elements of the RFP have been addressed. However, firms are encouraged to review the entirety of the RFP, including the Standard Contract Provisions section, to ensure full compliance and not rely solely on this checklist.

- ☐ Cover transmittal letter, signed by an authorized principal of the proposing consulting firm
- ☐ Table of Contents, if included (not required)
- ☐ Proposal with the following sections, in order:
  - Firm Qualifications, Experience and References
  - Marketing Plan
  - Proposed Compensation, Menu, and Pricing
  - Management and Operations Plan
  - Financial Capability
- ☐ Resumes for all proposed staff personnel provided in an appendix
- ☐ Small/Very Small Business Enterprise and Local Business Preference Program forms:
  - Affidavit of Company Status (**Prime**)
  - Consultant Description Form (**Prime and any subconsultants**)
- ☐ Letter from insurance carrier or broker indicating ability to meet insurance requirements for this project, including general liability, auto liability, fire legal liability, property insurance, and workers' compensation. **Do not submit an ACORD® Certificate of Liability Insurance sheet. It will not be accepted in lieu of an insurance verification letter.**
- ☐ CEC Form 50 (Bidder Certification)
- ☐ CEC Form 55 (Prohibited Contributors (Bidders))
- ☐ Letter of acceptance of Standard Contract Provisions and Executive Directive 35

## 4. STANDARD CONTRACT PROVISIONS

The following sections are standard contract provisions for the Harbor Department. In submitting a proposal, proposer agrees to accept these terms without change. **If your firm cannot agree to the following requirements, exactly as set forth below, please do not submit a proposal.**

### 4.1 Affirmative Action

Consultant, during the performance of the Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of the 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 the agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit A.

### 4.2 Small/Very Small Business Enterprise Program and Local Business Preference Programs

It is the policy of the Department to provide Small Business Enterprises (SBE), Very Small Business Enterprises (VSBE), Minority-Owned, Women-Owned, Disabled Veteran-Owned 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. Consultant 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 B.

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. Consultant 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. See Exhibit B.

NOTE: Prior to being awarded a contract with the Harbor Department, all consultants and subconsultants must be registered on the City's Contracts Management and Opportunities Database, Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>.

### 4.3 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 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 Los Angeles Harbor Department. See Exhibit D.

#### 4.4 Indemnity and Insurance Requirements

**REQUIRED AT PROPOSAL STAGE:** A letter from each proposer's carrier or broker must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's coverage, or that the carrier/broker is able to provide such coverage should the proposer be selected. The carrier/broker must be aware of the indemnification requirements below. Proposers are not required to purchase the required insurance in order to respond, however all required insurance will need to be submitted at the time of contract award. **ACORD® certificates will not be accepted.**

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

##### 2. Acceptable Evidence and Approval of Insurance

Electronic submission is the required method of submitting Consultant's insurance documents. Consultant's insurance broker or agent shall register with the City's online insurance compliance system **KwikComply** at <https://kwikcomply.org/> and submit the appropriate proof of insurance on Consultant's behalf.

##### Carrier Requirements

All insurance which Consultant 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.

## Primary Coverage

The coverages submitted must be primary with respect to any insurance or self insurance of the City of Los Angeles Harbor Department. The City of Los Angeles Harbor Department's program shall be excess of this insurance and non-contributing.

## Notice Of Cancellation

For each insurance policy described below, the Consultant shall give the Board of Harbor Commissioners a 10-days prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attention Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731.

## Modification of Coverage

Executive Director, at his or her discretion, based upon recommendation of independent insurance consultants 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' written notice to Consultant.

## Renewal of Policies

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

## Policy Copies

Upon request by City, Consultant shall furnish a copy of the binder of insurance and/or full certified policy for any insurance policy required herein. This requirement shall survive the termination or expiration of this Agreement.

## Limits of Coverage

If Consultant maintains higher limits than the minimums required by this Agreement, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.



## Right to Self-Insure

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

- a. Consultant has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, Consultant must have a formal resolution of its board of directors authorizing self-insurance.
- b. Consultant 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.
- c. Consultant agrees to defend the City, its boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
- d. Consultant agrees that any insurance carried by Department is excess of Consultant's self-insurance and will not contribute to it.
- e. Consultant provides the name and address of its claims administrator.
- f. Consultant 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 the Executive Director's consideration of approval of self-insurance and annually thereafter.
- g. Consultant 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.
- h. Consultant has complied with all laws pertaining to self-insurance.

## Insurance

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by [Indemnification Section Above], Consultant shall procure and maintain at its sole cost and expense and keep in force during the term of this Agreement the following insurance:

### 3. General Liability Insurance

Consultant 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 Consultant's normal limits of liability but not less than Five Million Dollars (\$5,000,000) combined single limit for injury or claim. Where Consultant provides or dispenses alcoholic beverages, Host Liquor Liability coverage shall be provided as above. Where Consultant

provides pyrotechnics, Pyrotechnics Liability shall be provided as above. 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 Consultant. The retention or self-insurance provided shall provide that any other insurance maintained by Department shall be excess of Consultant'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.

Where Consultant's operations involve work within 50 feet of railroad track, Consultant's Commercial General Liability coverage shall also have the railroad exclusion deleted.

#### 4. Fire Legal Liability

In addition to and concurrently with the aforesaid insurance coverage, Operator shall also secure and maintain, either by an endorsement thereto or by a separate policy, fire legal liability insurance with a minimum limit of Five Hundred Thousand Dollars (\$500,000), covering legal liability of Operator for damage or destruction to the works, buildings 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 Board, with waiver of subrogation in favor of Operator so long as permitted by Board's fire insurance policy, upon thirty (30) days' prior written notice thereof to Operator at any time during the term of this Agreement. Neither City nor Board should be named as additional insureds on this policy.

#### 5. Business and Personal Property

Operator shall secure, and shall maintain at all times during the term of this Agreement, Business and Personal Property Insurance covering ninety percent (100%) 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 Five Hundred Thousand Dollars (\$500,000) to be payable to Board 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 Board to Operator as payments are required for said purpose. Upon the completion of such replacement to the satisfaction of 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

#### 6. Automobile Liability Insurance

Consultant 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 Consultant'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. 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.

## 7. Workers' Compensation and Employer's Liability

Consultant 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 the Consultant 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. Consultant 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 Consultant, and for all employees of any subcontractor or other vendor retained by Consultant.

## 4.5 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 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.

During the term of this Agreement, Consultant shall inform the Department when Consultant, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Department. Notice shall be provided by Consultant to the Department within thirty (30) days of the employment or hiring of the individual.

## 4.6 Compliance with Applicable Laws

Consultant 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 the Executive Director.

Applicable environmental laws, statutes, ordinances, rules and regulations include but not limited to the following:

- Assembly 341 (AB 341) – Mandatory Commercial Recycling
- Assembly Bill 939 (AB 939) – California Integrated Waste Management Act
  - Operator to track and cooperate with the City's Recycling Coordinator in reporting annual tonnage of food waste prevention, edible food donations (if applicable), food scrap donation/composting (if applicable), and organic recycling.
- Senate Bill 1383 (SB 1383) – California's Short-Lived Climate Pollutants Reduction Act
- Assembly Bill 1826 (AB 1826) – Mandatory Commercial Organics Recycling
- Ordinance 187716 – Expanded Single-Use Carryout Bag Ban
- Ordinance 187717 – Expanded Polystyrene (EPS) (Styrofoam) Ban
- Ordinance 187718 – Zero Waste at City Facilities & Events
- Ordinance 187711 – Organic Waste Disposal Reduction

## 4.7 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.

## 4.8 Termination Provision

The Board of Harbor Commissioners, in its sole discretion, shall be able to terminate and cancel all or any part of the Agreement it enters into with the selected Consultant for any reason upon giving the Consultant ten (10) days' notice in writing of its election to cancel and terminate the Agreement. It is agreed that any Agreement entered into shall not limit the right of the City to hire additional Consultants to perform the services described in the Agreement either during or after the term of the Agreement.

## 4.9 Proprietary Information

1. 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. Consultant 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. Consultant 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 Consultant or one of its employees, or its Subconsultant or the Subconsultant's employees, in which case such right shall be obtained without additional compensation. Whether or not Consultant'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 Consultant, its Subconsultants 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.

2. 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 Consultant, its officers, agents, employees, or Subconsultants, 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, Consultant, 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 Consultant, 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.

#### 4.10 Trademarks, Copyrights, and Patents

Consultant 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 Consultant in the performance of this Agreement.

#### 4.11 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 Consultant relative thereto shall be considered confidential and shall not be reproduced, altered, used or disseminated by Consultant 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, Consultant is required to safeguard such information from access by unauthorized personnel.

#### 4.12 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 paid. 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 \_\_\_\_\_, Los Angeles Harbor Department, P.O. Box 151, San Pedro, California, 90733-0151, and notice to Consultant 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.

#### 4.13 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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.

#### 4.14 Taxpayer Identification Number

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. Consultant declares that it has an authorized TIN which shall be provided to the Department prior to payment under

the Agreement. No payments will be made under the Agreement without a valid TIN.

#### 4.15 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 3, 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 Harbor 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. Consultant shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City to terminate the Agreement and otherwise pursue legal remedies that may be available.

#### 4.16 Wage and Earnings Assignment Orders/Notices of Assignments

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution Nos. 19-8419 and 19-8420 on January 24, 2019, adopting the provisions of Los Angeles City Ordinance No. 185356, 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. Consultant 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.

#### 4.17 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 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 Harbor Department. Consultant shall comply with the policy wherever applicable. Violation of the policy shall entitle the City to terminate any Agreement with Consultant and pursue any and all other legal remedies that may be available. See Exhibit E.

#### 4.18 State Tidelands Grants

The Agreement will be entered into in furtherance of and as a benefit to the State Tidelands Grant and the trust created thereby. Therefore, the Agreement will at all times be 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. Consultant agrees that any interpretation of the Agreement and the terms contained therein must be consistent with such limitations, conditions, restrictions and reservations.

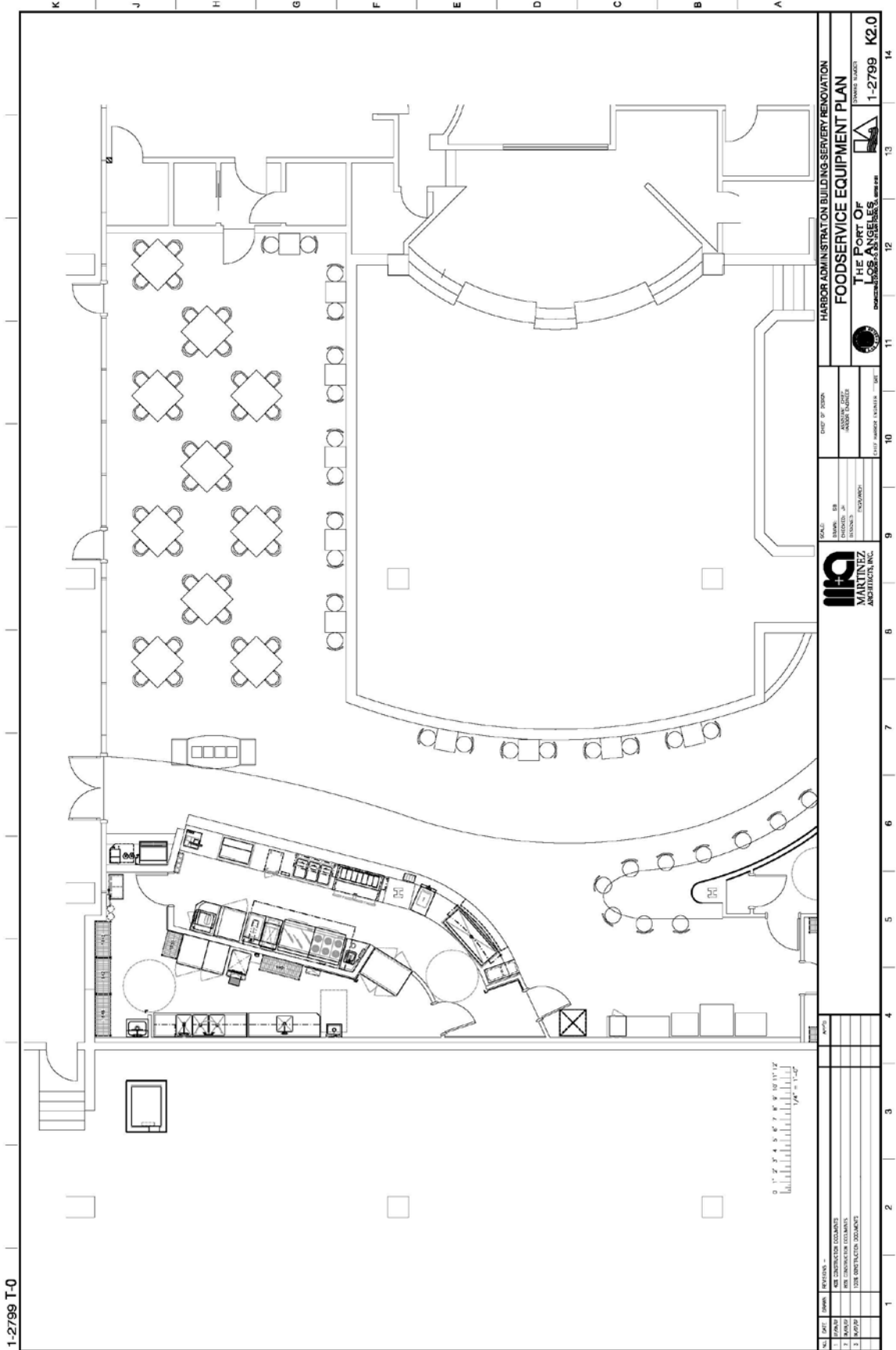
#### 4.19 Contract Solicitations Charter Section 470 (c) (12)

Persons who submit a response to this solicitation (proposers) are subject to Charter section 470 (c) (12) and related ordinances. As a result, proposers may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Proposers must submit CEC form 50 and 55 to the awarding authority at the same time the response is submitted (See Exhibit G). The forms require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Proposers must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without completed CEC Form 50 and 55 may be deemed nonresponsive. Proposers who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).



**1-2799 T-0**



## ATTACHMENT 2 - PORT PANTRY KITCHEN EQUIPMENT PROVIDED BY THE CITY

QUANTITY	DESCRIPTION	MANUFACTURER	COMMENTS
1	BIB RACK/PUMPS/PYTHON	LANCER	
1	BREATH GUARD W/LIGHTS	BRASS SMITH	
1	BREATH GUARD W/LIGHTS/HEAT LAMP	BRASS SMITH	
1	BUMPER RAIL	CUSTOM FABRICATION	
1	CABINET, HOT, 1-SECTION W/CASTERS	FWE	
1	COMMERCIAL JUICER	CEADO	ES-700
1	CORNER GUARD	ADVANCE TABCO	
1	COUNTER	CUSTOM FABRICATION	
1	COUNTER W/SIDE SPLASH	CUSTOM FABRICATION	
1	COUNTER, SERVING	MILLWORK	REFER TO ARCH/ID DRAWINGS
1	DOMED BBQ COVER, VINYL	CROWN VERITY	BC-48V MODEL
1	FAUCET, PRE-RINSE	FISHER	
1	FIRE SUPPRESSION SYSTEM	ANSUL	
1	FLOOR TROUGH & GRATE	KEVRY	
1	FOOD PROCESSOR WITH 3 QT GRAY POLYCARBONATE BOWN - 1 HP	ROBOT COUPE	R2B MODEL
1	FOOD WELL, COLD	BARKER	REMOTE REFRIGERATION
1	FOOD WELL, HOT, 3-SECTION	HATCO	
1	FREEZER, REACH-IN, 1-SECTION	UTILITY	SELF-CONTAINED REFRIGERATION
1	FRYER/FILTER ASSEMBLY	DEAN	FRYER FILTER PUMP HEAT LAMP
1	HAND SINK W/SOAP & TOWEL DISPENSER	ADVANCE TABCO	
1	HIGH POWER BLENDER WITH ADJUSTABLE SPEED 64 OZ	WARING	MX 1200XTX X-PREP MODEL
1	ICE MACHINE & BIN	SCOTSMAN	
1	MANUAL GRAVITY FEED MEAT SLICER 12" - 1/2 HP	AVANTCO	SL512 MODEL
1	MERCHANDISER, REFRIGERATED, DROP-IN	STRUCTURAL CONCEPTS	REMOTE REFRIGERATION
1	MOP SINK W/FAUCET/MOP RACK/CHEMICAL SHELF	ADVANCE TABCO	
1	OUTDOOR GRILL	CROWN VERITY	MCB-48LP MODEL
1	OVEN - 36" RANGE, 6 FRENCH TOPS WITH OVEN 208V	VULCAN	EV36-S-6FP-208 MODEL
1	RANGE- ELECTRIC 36" GRIDDLE W/STD. OVEN/SINGLE DECK HIGH SHELF	VULCAN	EV36S-36G208
1	REFRIGERATOR, PASS-THRU, 2-SECTION	UTILITY	SELF-CONTAINED REFRIGERATION
1	REFRIGERATOR, PLATE SHELF, COLD RAIL, 2-SECTION	OMNITEMP	REMOTE REFRIGERATION
1	REFRIGERATOR, REACH-IN, 1-SECTION	UTILITY	SELF-CONTAINED REFRIGERATION
1	REFRIGERATOR, REACH-IN, DUAL TEMP, 1-SECTION	UTILITY	SELF-CONTAINED REFRIGERATION
1	REFRIGERATOR, U.C., 1-SECTION	BEVERAGE-AIR	SELF-CONTAINED REFRIGERATION
1	REMOTE REFRIGERATION RACK	OMNITEMP	AIR-COOLED
1	ROLL DOME 48"	CROWN VERITY	RD MODEL
4	SHELF, WALL MOUNT W/EXPOSED BRACKET	CUSTOM FABRICATION	

ATTACHMENT 2 - PORT PANTRY KITCHEN EQUIPMENT PROVIDED BY THE CITY			
2	SHELF, WALL MOUNT W/EXPOSED BRACKET	CUSTOM FABRICATION	
4	SHELVING, DRY, 5-TIER	INTERMETRO	
1	SINK, DROP-IN W/FAUCET/SOAP & TOWEL DISPENSER	ADVANCE TABCO	
1	UNDERCOUNTER REFRIGERATOR	BEVERAGE AIR	UCR20Y MODEL
1	UTENSIL SINK, 3-COMPARTMENT W/SIDE SPLASH	CUSTOM FABRICATION	
1	VENTILATOR, EXHAUST	GEMINI	
1	WALL FLASHING, STAINLESS STEEL	CUSTOM FABRICATION	
1	WALL FLASHING, STAINLESS STEEL	CUSTOM FABRICATION	
2	WATER FILTER	CUNO	
1	WORK TABLE W/SINK/FAUCET	CUSTOM FABRICATION	
1	PANINI SANDWICH GRILL	HATCO	MCG14G
The Executive Director of the Harbor Department, or his or her designee, may make modifications to the Equipment Schedule.			

### ATTACHMENT 3

#### PORT PANTRY - HISTORICAL SALES SUMMARY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>2018</b>	\$ 15,569	\$ 14,351	\$ 15,791	\$ 15,461	\$ 17,715	\$ 16,956	\$ 16,971	\$ 19,543	\$ 15,550	\$ 19,156	\$ 17,929	\$ 14,799	<b>\$ 199,791</b>
<b>2019</b>	\$ 19,256	\$ 17,780	\$ 17,439	\$ 20,166	\$ 25,428	\$ 18,517	\$ 19,717	\$ 21,470	\$ 19,624	\$ 23,207	\$ 18,005	\$ 18,441	<b>\$ 239,050</b>
<b>2020</b>	\$ 19,919	\$ 17,931	\$ 14,830	\$ 4,389	\$ 4,410	\$ 5,224	\$ 4,992	\$ 5,877	\$ 6,652	\$ 7,450	\$ 5,381	\$ 3,652	<b>\$ 100,705</b>
<b>2021</b>	\$ 4,136	\$ 5,633	\$ 7,539	\$ 7,603	\$ 6,790	\$ 8,740	\$ 7,318	\$ 7,446	\$ 9,014	\$ 8,109	\$ 7,322	\$ 8,065	<b>\$ 87,717</b>
<b>2022</b>	\$ 5,536	\$ 6,618	\$ 9,512	\$ 7,967	\$ 9,227	\$ 9,397	\$ 8,091	\$ 10,566	\$ 10,668	\$ 11,846	\$ 15,081	\$ 14,594	<b>\$ 119,103</b>

**NOTE:** Historical sales from 2020-2022 occurred during the pandemic.

ATTACHMENT 4  
PORT COFFEE EQUIPMENT AND SERVICE LOCATIONS

Building/ Address	Floor	Division	Water Filter (Y/N)
HAB	1	Port Police Security / C&M	Y
HAB	2	Information Technology	Y
HAB	3	Engineering	Y
HAB	3	Engineering	Y
HAB	3	Engineering	Y
HAB	4	Accounting/HR	Y
HAB	4	Graphics	Y
HAB	4	Wharfingers	Y
HAB	5	City Attorney	Y
HAB	5	Executive Director	Y
HAB	5	Mktg /Wharfinger /Real Estate	Y
Port Police HQ	1	Port Police - Main Kitchen	Y
Port Police HQ	2	Port Police - FOD	Y
Port Police HQ	2	Port Police -206	Y
Port Police HQ	2	Port Police - 208 Criminal Investigations	Y
Port Police HQ	2	Port Police -253	Y
Port Police HQ	2	Port Police - 259	Y
300 Water St.	1	Port Police Training Group/ MLETC	Y
300 Water St.	2	Port Police Training Group/ MLETC	Y
300 Water St.	Bungalow	Port Police Training Group/ MLETC	Y
Berth 68 - Main Bldg	2	Port Pilots (Dispatch)	Y
Berth 68	Bungalow	Port Pilots (Pilot Trailer)	Y
Berth 68	Bungalow	Port Pilots (Boat Crew)	Y
C/M Building	1	Purchasing	Y
C/M Building	2	C&M Administration - break room	Y
C/M Building	2	C &M - Conference Room	Y
C/M Yard	Shop #1	CPD Warehouse	Y
C/M Yard	Shop #4	C&M Security Booth	N
C/M Yard	Shop #5	Garage (Fleet Maintenance)	Y
C/M Yard	Shop #6	C&M Break Room/Kitchen	Y
C/M Yard	Shop #6	Labor Crew Office	Y
C/M Yard	Shop #6	Pile Drivers Office	Y
C/M Yard	Shop #6	Heavy Equipment Division Office	N
C/M Yard	Shop #7	HVAC	Y
C/M Yard	Shop #8	Machine Shop (1st floor)	Y
C/M Yard	Shop #8	Machine Shop (2nd floor)	Y
C/M Yard	Shop #9	Plumbing Shop Breakroom (2nd floor)	Y
C/M Yard	Shop #9	Electrician office (2nd floor)	Y
C/M Yard	Shop #10	Boat Shop	Y
C/M Yard	Shop #11	Weld Shop	Y
C/M Yard	Shop #12	Port Electrical Mechanic	Y
C/M Yard	Shop #13	Carpenter Shop	N
C/M Yard	Shop #13	Carpenter Shop Breakroom	Y
C/M Yard	Shop #15	Paint Shop	Y

ATTACHMENT 4  
PORT COFFEE EQUIPMENT AND SERVICE LOCATIONS

Building/ Address	Floor	Division	Water Filter (Y/N)
C/M Yard	Shop #14	Urban Forestry	Y
C/M Yard	Shop #16	Gardening Crew	Y
238 N Avalon Blvd., Wilmington	1	Port Police	N
239 N Avalon Blvd., Wilmington	2	Port Police	Y
Berth 93		Port Police - Cruise Ship Terminal	N

### Attachment 5 - Sample Menu

Item	Item
PLATTERS	HOT SANDWICHES
All American Breakfast Platter	Turkey Melt on Rye with Grilled Cheese
Country Style Breakfast Platter	Grilled Black Forest Ham and Swiss
French Toast Special Platter	Tuna Melt on Rye
Buttermilk Pancakes Platter	BLT
BREAKFAST SANDWICH	Grilled Cheese
English Muffin Sandwich	Grilled Chicken Club
Toast Breakfast Sandwich	Grilled Chicken Sandwich
Bagel Sandwich	Bean & Cheese Burrito
Breakfast Croissant Sandwich	ADD-ONS
Bagel With Cream Cheese	Beef Patty
BLTE	Turkey Patty
Mediterranean Flatbread Breakfast	Veggy Patty
Hawaiian Style Breakfast Sandwich	Chicken breast
Grilled Ham Egg & Cheese Breakfast Sandwich	Mate It A Wrap
Breakfast Club Wrap	Make It A Combo
OMELETTES	LUNCH SIDES & EXTRAS
Omelette Veggie	French Fries
Omelette Cheese	Waffle Fries
Omelette Greek	Sweet Potato Fries
Omelette Denver	Side of Chicken Breast
Omelette Meat & Cheese	Avocado
BREAKFAST BURRITOS	Bacon (2 slices)
Mini Breakfast Burrito (Classic, Chorizo, Veggie)	Cheese
Mini Bean, Egg & Cheese Burrito	PREPARED SNACKS
Regular Breakfast Burrito (Classic, Chorizo, Veggie)	Gourmet Cookie
Regular Bean, Egg & Cheese Burrito	Fruit Cup (Seasonal 1)
BREAKFAST SIDES & EXTRAS	Fruit Cup (Seasonal 2)
Oatmeal	Juice Bar
Pancakes (al carte)	FOUNTAIN SODAS
French Toast (al carte)	16 oz cup
Side of Bacon (2) or sausage (1)	32 oz cup
Side of Toast (1)	FOUNTAIN SODA (REFILLS)
Eggs Any Style (ea)	16 oz
Hash Brown	32 oz
Home Style Potatoes	COFFEE PRICES
Avocado	Coffee 16oz
QUESADILLAS	Latte 16 oz
Breakfast Quesadilla	Latte (with syrup)
Bacon or Sausage Quesadilla	Americano
Veggie & Egg Quesadilla	Espresso
Cheese Quesadilla	Espresso Double
Egg and Cheese Quesadilla	Hot Tea
Veggie Quesadilla	COLD BEVERAGES (taxed)
Quesadilla Chicken	Milk (Rock View)
SALADS	Monster Energy Drink (16 oz)
Chicken/ Tuna Caesar Salad	Can Soda
Classic Caesar Salad	Bottle Coke Products (20 oz)
Salad Bar By The Ounce	Vitamin Water (16 oz)
	Orange Juice (Rockview)

### Attachment 5 - Sample Menu

<b>SOUPS</b>	<b>SNACKS (no tax)</b>
Soup Du Jour (12 oz)	Chips (small bag) \$1
1/2 Sandwich & Soup Combo	Chips (Kettle)
1/2 Salad of the Day & Soup	Snacks \$1.50
	Snacks \$1.75
	Snacks \$2.00
<b>BURGERS</b>	
1/4 lb Hamburger	Snacks \$2.50
Cheeseburger	Snacks \$3.00
Double Beef Cheeseburger	Yogurt Greek
1/3 lb Turkey Burger	Naked Juice
BBQ Bacon Cheeseburger	Power Crunch
Veggie Burger	Quest
Patty Melt	
	<b>DAILY SPECIALS*</b>
<b>COLD SANDWICHES</b>	Breakfast Special
Turkey Club	Lunch Special
Roasted Turkey Sandwich	Daily Salad Special
Black Forest Ham and Swiss	Daily Deli Special
Cesar Chicken Wrap	
Veggie Sandwich	

\*Specials are posted on the iPOLA intranet daily



## **EXHIBIT A - AFFIRMATIVE ACTION PROGRAM PROVISIONS**

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

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 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 a 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section 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 shall, 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, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, 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, color, religion, national origin, ancestry, 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 DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon 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 a City Contract. The 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 DAA. No 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, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the 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 for each person for each calendar day on which the 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 DAA 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. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration 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 Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
  - (i) Advertising employment opportunities in minority and other community news media or other publications.
  - (ii) Notifying minority, women and other community organizations of employment opportunities.
  - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
  - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.

(v) Promoting after school and vacation employment opportunities for minority, women and other youth.

(vi) Validating all job specifications, selection requirements, tests, etc.

(vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

(i) What steps were taken, how and on what date.

(ii) To whom those efforts were directed.

(iii) The responses received, from whom and when.

(iv) What other steps were taken or will be taken to comply and when.

(v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by 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.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. 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 engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar 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 B**

### **(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM**

### **(2) LOCAL BUSINESS PREFERENCE PROGRAM**

#### **(1) SMALL/VERY SMALL BUSINESS ENTERPRISE PROGRAM:**

The 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 Regional Alliance Marketplace for Procurement (RAMP), at <http://www.RAMPLA.org>, to outreach to potential subconsultants.**

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 \$5,000,000 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. 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 \$47 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.

Consultant shall complete, sign, and submit as part of the executed agreement the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form, when signed, will signify the Consultant's intent to comply with the SBE requirement. All SBE/VSBE firms must be certified by the time proposals are due to receive credit. In addition all consultants and subconsultants must be registered on the RAMP by the time proposals are due.

## **(2) LOCAL BUSINESS PREFERENCE PROGRAM:**

The Harbor Department is committed to maximizing opportunities for local and regional businesses, as well as encouraging local and regional businesses to locate and operate within the Southern California region. It is the policy of the Harbor Department to support an increase in local and regional jobs. The Harbor Department's Local Business Preference Program (LBPP) aims to benefit the Southern California region by increasing jobs and expenditures within the local and regional private sector.

Consultants who qualify as a Local Business Enterprise (LBE) will receive an 8% preference on any proposal for services valued in excess of \$150,000. The preference will be applied by adding 8% of the total possible evaluation points to the Consultant's score. The Harbor Department defines a LBE as:

- (a) A business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. Headquartered shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties; or
- (b) A business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties.

In order for Harbor Department staff to determine the appropriate LBE preference, Consultant shall complete, sign, notarize (where applicable) and submit the attached Affidavit and Consultant Description Form. The Affidavit and Consultant Description Form will signify the LBE status of the Consultant and subconsultants.

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.

## 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 Consultant Description Form** is true and correct and includes all material information necessary to identify and explain the operations of

---

Name of Firm

as well as the ownership and location thereof. Further, the undersigned agrees to provide complete and accurate information regarding ownership in the named firm, and all of its domestic and foreign affiliates, any proposed changes of the ownership and to permit the audit and examination of firm ownership documents, and the ownership documents of all of its domestic and foreign affiliates, in association with this agreement."

(1) **Small/Very Small Business Enterprise Program:** Please indicate the ownership of your company. Please check all that apply. At least one box must be checked:

☐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 \$5,000,000 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.

(2) **Local Business Preference Program:** Please indicate the Local Business Enterprise status of your company.

Only one box must be checked:

☐ LBE      ☐ Non-LBE

- A Local Business Enterprise (LBE) is: (a) a business headquartered within Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties; or (b) a business that has at least 50 full-time employees, or 25 full-time employees for specialty marine contracting firms, working in Los Angeles, Orange, Riverside, San Bernardino, or Ventura Counties. "Headquartered" shall mean that the business physically conducts and manages all of its operations from a location in the above-named counties.
- A Non-LBE is any business that does not meet the definition of a LBE.

Signature: \_\_\_\_\_

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

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

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



## Consultant Description Form

### PRIME CONSULTANT:

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

Business Name: \_\_\_\_\_ RAMP ID#: \_\_\_\_\_

Award Total: \$ \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

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### SUBCONSULTANT:

Business Name: \_\_\_\_\_ RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_

## Consultant Description Form

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

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

### SUBCONSULTANT:

Business Name: \_\_\_\_\_ RAMP ID#: \_\_\_\_\_

Award Total: (% or \$): \_\_\_\_\_

Services to be provided: \_\_\_\_\_

Owner's Ethnicity: \_\_\_\_\_ Gender \_\_\_\_\_ Group: SBE VSBE MBE WBE DVBE OBE (Circle all that apply)

Local Business Enterprise: YES \_\_\_\_\_ NO \_\_\_\_\_ (Check only one)

Primary NAICS Code: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

County: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ FAX: (     ) \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Email address: \_\_\_\_\_



## EXHIBIT C

# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

### ROADMAP FOR APPLICANTS

#### **Should I apply?**

**If your firm is currently certified with any of the following agencies, you do NOT need to submit the SBE (Proprietary) Application:**

- Federal Small Business Administration (SBA) - 8(a) Business Development Program
- State of California Department of General Services (DGS) – Small Business (SB), Micro Business (MB) and Public Works (PW)
- California Department of Transportation (CALTRANS) - Small Minority/Women Business Enterprise (SMBE/SWBE)
- L.A. County Metropolitan Transportation Authority (METRO) – Small Business Enterprise (SBE)
- US Women's Chamber of Commerce (USWCC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- National Women Business Owners Corporation (NWBOC) - Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB)
- Women's Business Enterprise Council WEST (WBEC - West) - Women-Owned Small Business (WOSB)
- City of Los Angeles – Local Small Business (LSB)
- Los Angeles County – Local Small Business Enterprise (LSBE)
- California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE)  
*CUCP Agencies include:*
  - California Department of Transportation (CALTRANS)
  - Central Contra Costa Transit Authority (CCCTA)
  - L.A. County Metropolitan Transportation Authority (METRO)
  - San Francisco Bay Area Rapid Transit District (BART)
  - San Francisco Municipal Transportation Agency (SFMTA)
  - Santa Clara Valley Transportation Authority (VTA)
  - City of Fresno
  - City of Los Angeles
  - San Diego County Regional Airport Authority (SAN)
  - San Francisco International Airport (SFO)
  - San Mateo County Transit District (SAMTRANS)

**If you are certified by one of the agencies listed above you may add SBE (Proprietary) to your RAMP profile for verification or check the Bid/Proposal documents for the Department's instruction regarding verification of certification.**

**If your firm is not currently certified with one of the above agencies, answer these questions:**

- Is your firm an independently-owned and operated business?
- Is your firm a small business that meets the size criteria set forth by the Small Business Administration 8(a) Business Development Program or the State of California DGS Small Business Program?
- Is your firm organized as a for-profit business?

**If you answered "Yes" to all of the questions above, you may be eligible to be certified as an SBE (Proprietary)**

Complete the attached application and include all of the required documents listed on the checklist of SUPPORTING DOCUMENTATION at the end of this form.

#### **Send completed application to:**

CITY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS  
Bureau of Contract Administration  
Office of Contract Compliance – Centralized Certification Administration  
1149 S. Broadway, Ste. 300  
Los Angeles, CA 90015

#### **For Assistance:**

Email [bca.certifications@lacity.org](mailto:bca.certifications@lacity.org) or Call (213) 847-2684

#### **Where can I find more information?**

- State of California SBE program - <http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx>
- Small Business Administration 8(a) Business Development, WOSB, and EDWOSB Programs: <http://www.sba.gov>
- SBA Size Standards [www.sba.gov/sites/default/files/Size\\_Standards\\_Table.pdf](http://www.sba.gov/sites/default/files/Size_Standards_Table.pdf)
- NAICS Search <https://www.census.gov/naics/?999967>
- LAWA SBE Program Rules and Regulations – [http://www.lawa.org/welcome\\_LAWA.aspx?id=6413](http://www.lawa.org/welcome_LAWA.aspx?id=6413)
- Port of Los Angeles Small Business Enterprise (SBE) and VSBE Program information- <https://www.portoflosangeles.org/business/sbp.asp>
- DWP SBE Program Information – [https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?\\_afdf.ctrl-state=bfw1rfro4\\_4&\\_afLoop=78220979903629](https://www.ladwp.com/ladwp/faces/ladwp/partners/p-vendorsandbidders/p-vb-sbedvbe?_afdf.ctrl-state=bfw1rfro4_4&_afLoop=78220979903629)

KEEP THIS PAGE FOR YOUR REFERENCE

Rev 02/17/22



## EXHIBIT C

# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

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Please answer the following:

Which Department referred you to the Office of Contract Compliance for Proprietary SBE Certification?  
(You must check only one box)

- ☐ Department of Water and Power
- ☐ Harbor Department
- ☐ Los Angeles World Airports

Are you currently bidding or participating on a City Project?

☐ NO      ☐ YES

If yes, please provide the following information:

Project Name: \_\_\_\_\_

BAVN ID#: \_\_\_\_\_

Bid/RFP Number: \_\_\_\_\_

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



# EXHIBIT C

## PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

<b>I. GENERAL INFORMATION</b>			
HAS YOUR FIRM BEEN CERTIFIED BY ANOTHER CERTIFYING AGENCY? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YES, WHICH AGENCY & CERTIFICATION (e.g. SBE, MBE, WBE, DBE, etc.):		HAS FIRM EVER BEEN DENIED CERTIFICATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, WHICH AGENCY & DATE:	
LEGAL BUSINESS NAME		FICTITIOUS OR DOING BUSINESS AS (DBA) NAME(S):	
STREET ADDRESS OF PRINCIPAL OFFICE LOCATION (DO NOT USE PO BOX)		CITY	STATE ZIP
MAILING ADDRESS (IF DIFFERENT)		CITY	STATE ZIP
FEDERAL EMPLOYER ID NUMBER (FEIN)	DATE FIRM ESTABLISHED:		WEBPAGE ADDRESS:
PRIMARY POINT OF CONTACT: (NAME & TITLE)	PHONE NUMBER:		FAX NUMBER:
	OTHER PHONE NUMBER:		EMAIL ADDRESS:
<b>ADDRESSES OF OTHER LOCATIONS, FACILITIES, STORAGE SPACES, ETC. (ATTACH ADDITIONAL PAGES IF NECESSARY)</b>			
DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
DESCRIPTION (e.g. STORAGE, FIELD OFFICE, FACTORY)	CITY	STATE	ZIP
METHOD OF ACQUISITION: <input type="checkbox"/> STARTED NEW BUSINESS <input type="checkbox"/> PURCHASED EXISTING BUSINESS <input type="checkbox"/> INHERITED BUSINESS OTHER (EXPLAIN): _____			
BUSINESS STRUCTURE: <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC <input type="checkbox"/> JOINT VENTURE TYPE OF BUSINESS: <input type="checkbox"/> CONSTRUCTION <input type="checkbox"/> MANUFACTURING <input type="checkbox"/> SERVICE/CONSULTING <input type="checkbox"/> WHOLESALE/RETAILER <input type="checkbox"/> DISTRIBUTOR/BROKER <input type="checkbox"/> CONCESSION <input type="checkbox"/> TRUCKER <input type="checkbox"/> OTHER _____			
<b>IF TYPE OF BUSINESS IS CONSTRUCTION, PROVIDE:</b>			
CONTRACTOR'S LICENSE NUMBER:		LICENSE CLASSIFICATION CODE(S) :	
ENTER FIRM'S AVERAGE NUMBER OF EMPLOYEES FOR THE LAST FOUR QUARTERS INCLUDING ALL EMPLOYEES THAT ARE IN CALIFORNIA, OUT OF STATE, AND/OR OUT OF THE COUNTRY. (IF IN BUSINESS LESS THAN A YEAR, AVERAGE THE NUMBER OF EMPLOYEES OVER THE NUMBER OF QUARTERS THAT YOU HAVE BEEN IN BUSINESS)			NUMBER OF EMPLOYEES:
NUMBER OF: OWNERS _____ OFFICERS _____ DIRECTORS _____			
HAS FIRM EVER EXISTED UNDER DIFFERENT OWNERSHIP? <input type="checkbox"/> YES <input type="checkbox"/> NO			
IF YES, PROVIDE PREVIOUS OWNERSHIP, BUSINESS STRUCTURE, DATE THE CHANGE OCCURRED, AND BRIEF EXPLANATION OF CHANGE:			



# EXHIBIT C

## PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

### II. OWNERSHIP (ATTACH ADDITIONAL PAGES IF NECESSARY)

NAME OF INDIVIDUAL OWNER(S) SHAREHOLDER(S) AND/OR CORPORATE OFFICERS	TITLE	% OWNERSHIP	HOME ADDRESS (STREET, CITY, STATE, ZIP)

### III. AFFILIATE BUSINESS RELATIONSHIP(S) - DO NOT LEAVE BLANK OR ENTER N/A

DURING THE PREVIOUS THREE (3) TAX YEARS DID ANY OWNER/OFFICER:

	YES	NO
1. HAVE OWNERSHIP INTEREST IN ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
2. SHARE OR HAVE COMMON MANAGEMENT WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
3. SHARE OR HAVE COMMON OWNERS WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
4. HAVE A FAMILY MEMBER(S) ENGAGED IN A SIMILAR BUSINESS ACTIVITY?	<input type="checkbox"/>	<input type="checkbox"/>
5. HAVE A FINANCIAL RELATIONSHIP WITH ANOTHER BUSINESS CONSISTING OF A LOAN AND/OR ASSISTANCE BOND, SECURITY, OR CREDIT REQUIREMENTS?	<input type="checkbox"/>	<input type="checkbox"/>
6. HAVE A LONG-TERM OR PERMANENT CONTRACTUAL RELATIONSHIP WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
7. SHARE FACILITIES, EQUIPMENT, OR SYSTEMS WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>
8. SHARE EMPLOYEES WITH ANOTHER BUSINESS?	<input type="checkbox"/>	<input type="checkbox"/>

IF YOU ANSWERED YES TO ANY OF THE ABOVE, PROVIDE THE FOLLOWING INFORMATION FOR EACH BUSINESS THAT APPLIES TO EACH  
"YES" RESPONSE (ATTACH ADDITIONAL PAGES IF NECESSARY)

1) OWNER/OFFICER NAME	2) OWNER/OFFICER NAME	3) OWNER/OFFICER NAME
BUSINESS NAME	BUSINESS NAME	BUSINESS NAME
BUSINESS ADDRESS	BUSINESS ADDRESS	BUSINESS ADDRESS
NATURE OF BUSINESS	NATURE OF BUSINESS	NATURE OF BUSINESS
NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM	NATURE OF RELATIONSHIP W/ APPLICANT FIRM

### IV. BUSINESS CLASSIFICATION

PROVIDE A DESCRIPTION OF YOUR BUSINESS AND/OR INDIVIDUAL KEYWORDS WHICH BEST DESCRIBE YOUR BUSINESS SERVICES:

USE THE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) TO IDENTIFY THE FIRM'S AREA(S) OF SPECIALTY.

THE PRIMARY NAICS REPRESENTS THE FIRM'S LARGEST SOURCE OF REVENUE FOR THE MOST RECENTLY COMPLETED FISCAL YEAR. ENTER UP TO 5 CODES.

FOR A FULL LIST OF NAICS CODES AND ASSISTANCE IN LOCATING APPROPRIATE CODES PLEASE VISIT: [HTTP://WWW.NAICS.COM/SEARCH.HTM](http://www.naics.com/search.htm)

6 DIGIT NAICS CODE & DESCRIPTION:	% OF THE FIRM'S REVENUES EARNED IN THIS NAICS DURING PAST 12 MONTHS:
1)	
2)	
3)	
4)	
5)	



## EXHIBIT C

# PROPRIETARY SMALL BUSINESS ENTERPRISE (SBE)

### PENALTY OF PERJURY DECLARATION

The undersigned states:

I certify under penalty of perjury under the laws of the City of Los Angeles and the State of California that all information submitted in the Small Business Enterprise application, and any additional information to determine eligibility is true and correct.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

### SUPPORTING DOCUMENTATION CHECKLIST

#### SUBMIT REQUIRED DOCUMENTATION FOR ALL CATEGORIES BELOW THAT APPLY TO YOUR BUSINESS.

#### **PLEASE DO NOT BIND YOUR SUBMITTAL**

#### ALL APPLICANTS

- ☐ Most recently entire filed Federal Individual Income Tax Return (Form 1040) for **each owner** including all schedules and statements.
- ☐ Entire filed Federal Income Tax Return (Form 1040, 1220, 1120S or 1065) for the applicant business **and** each affiliate business for the most recent three (3) years or for the years the firm or its affiliate(s) were in business.
- ☐ If the firm's business classification identified by the selected NAICS codes requires a professional license or permit in order to operate, include a copy of the current license or permit (e.g. Architect, Engineer, Contractor, Broker/Agent, Lawyer, Security, etc.)
- ☐ If the size standard for the selected NAICS codes is number of employees- provide the Quarterly Contribution returns and report of wages (Form DE 9C) for the applicant business and each affiliate business for the four (4) most recent completed quarters. Submit a copy of out of state and/or out of country equivalent to form DE 9C, if applicable.

#### SOLE PROPRIETORSHIP

- ☐ Fictitious Business Name Statement

#### PARTNERSHIP

- ☐ Partnership Agreement and Amendments

#### CORPORATION

- ☐ Articles of Incorporation (*signed by the state official with approval date*)
- ☐ Corporate Meeting minutes for the past two (2) years listing current elected corporate officers and directors; or statement of information as filed with CA Secretary of State

#### LLC

- ☐ Articles of Organization, as filed with State
- ☐ LLC Statement of Information
- ☐ Operating Agreement and Amendments

#### JOINT VENTURE

- ☐ Joint Venture Agreement and Amendments

#### TRUCKING COMPANY

- ☐ Title(s) and registration certificate(s) for each truck owned and/or operated by your business
- ☐ Current Motor Carrier Permit



## **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 <http://finance.lacity.org/>, to download the business tax registration application.

### **MAIN OFFICE**

LA City Hall

201 N. Main Street, Rm. 101

(844) 663-4411



## **Exhibit E- Equal Benefits Ordinance**

### **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.

## EXHIBIT F

### RFP SELECTION EVALUATION FORM

**PROJECT:** PORT PANTRY OPERATOR

**SCORING GUIDELINES:**

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1= Serious Deficiencies; 2=Marginal Abilities; 3=Adequate, 4=Well Qualified; 5=Exceptionally Qualified.

Weighing Factor: A range of 1 through 6, with 1 being of relative lower importance and 6 being relative highest importance. Each number (1 through 6) may be used more than once; however, in establishing weights, the total of all the weighing factors (A –E) must equal 20. Example: 3+2+6+4+5=20 or 3+3+3+6+5=20

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

Firm Name	Evaluated by	Date

CRITERIA TO BE RATED		RATER'S SCORE	WEIGHING FACTOR	WEIGHTED SCORE
A. Firm Qualifications, Experience and References	Firms experience involving the size and level of proposed services? Qualification and experience of proposed personnel for requested services?		4	
B. Marketing Plan	Quality of proposed marketing plan to meet project requirements? Is the implementation plan clear and concise?		4	
C. Compensation, Menu, and Pricing	Is proposed compensation schedule clearly defined? Are menu items and pricing clearly detailed?		4	
D. Management and Operation Plan	Is staffing and management plan clearly defined? Does the plan prove the firm's capabilities to meet the challenges of the Café operation?		4	
E. Financial Capability	Does firm have the financial capability to support and maintain the operations of the Café?		4	
	<b>Maximum points possible=100</b>		<b>A+B+C+D+E=20</b>	<b>Total Points=</b>

## **EXHIBIT F**

### **RFP FINALIST SELECTION EVALUATION FORM**

**PROJECT:** PORT PANTRY OPERATOR

#### **SCORING GUIDELINES:**

Rater's Score: (Range 0-5) - 0=not included/non responsive; 1=Marginal Abilities, Serious Deficiencies; 2=Adequate with Minor Deficiencies; 3=Adequate, Standard-Acceptable; 4=Well Qualified; 5=Exceptionally Well Qualified.

Weighing Factor: Input using a range of 1 through 5, with 1 being of relative lower importance and 5 being relative highest importance. You may use each number (1 through 5) more than once; however, in establishing weights, the total of all the weighing factors (A –B) must equal 10. Example: 5+5=10

Weighted Score= Rater's Score multiplied by (x) Weighing Factor. Totals should be calculated for each criterion.

Total score = Sum of all weighted scores.

<b>Firm Name</b>	<b>Evaluated by</b>	<b>Date</b>

#### **PHASE TWO**

<b>CRITERIA TO BE RATED</b>		<b>RATER'S SCORE</b>	<b>WEIGHING FACTOR</b>	<b>WEIGHTED SCORE</b>
A. In-person Interview	Was proposer prepared? Was presentation professional? Were questions answered clearly?		<b>5</b>	
B. Menu Sample Event	Were the menu items fresh/healthy? How was the taste of the food? How was the presentation?		<b>5</b>	
	<b>Maximum points possible=50</b>		<b>A+B=10</b>	<b>Total Points=</b>

# EXHIBIT G

FORM  
50

## Bidder Certification

Los Angeles City  
ETHICS COMMISSION

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

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

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

### Certification

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

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

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

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

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Los Angeles Administrative Code § 10.40.1**

- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

**Los Angeles Administrative Code § 10.37.1**

(l) **"Public lease or license".**

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

Prohibited Contributors  
(Bidders)

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

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

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

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

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

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

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

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

## Schedule Summary

Please complete all three of the following:

## 1. SCHEDULE A – Bidder's Principals (check one)

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

Yes

☐

No

☐

## 2. SCHEDULE B – Subcontractors and Their Principals (check one)

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

Yes

☐

No

☐

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

## Certification

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

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



Name

Signature

Title

Date

## Schedule A - Bidder's Principals

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

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

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

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

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

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

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

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

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

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

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



## Schedule B - Subcontractors and Their Principals

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

Subcontractor's Name
Subcontractor's Address

Please check one of the following options:

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

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

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

Name: _____	Title: _____
Address: _____	

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