

# **Waterfront and Commercial Real Estate Division**

## **Child Daycare Center Operator**

### **REQUEST FOR PROPOSALS**



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June 2, 2026

RAMP ID #230043

June 2, 2026

Prospective Operators:

SUBJECT: REQUEST FOR PROPOSALS FOR CHILD DAYCARE CENTER OPERATOR

The City of Los Angeles Harbor Department (Harbor Department) invites the submittal of proposals from qualified child care center operators to provide child care services in the Liberty Hill Plaza Building located at 100 West 5th Street San Pedro, CA 90731. 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	Tuesday, June 2, 2026
Reservation Deadline for Site Tour	Wednesday, June 17, 2026, by 3pm
Mandatory Pre-Proposal Meeting and Tour of Daycare Center	Thursday, June 18, 2026, at 10am
Questions Due	Tuesday, June 23, 2026, by 3pm
Responses Posted	Tuesday, June 30, 2026
Proposals Due	Thursday, July 16, 2026, 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 Tanisha Herr by email at [Therr@portla.org](mailto:Therr@portla.org). Questions must be submitted by 3pm, Tuesday, June 23, 2026. 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 Tuesday, June 30, 2026. It is the responsibility of all proposers to review both websites 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,

*Tanisha Herr for*  
TRICIA J. CAREY

Director, Contracts and Purchasing Division

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Attachment 1 – Aerial View and Floor Plan

Exhibit A - Affirmative Action Program Provisions

Exhibit B – Operator Description Form

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Exhibit E - RFP Selection Evaluation Form

# 1. INTRODUCTION

## 1.1 Brief Overview of the Project

The Waterfront and Commercial Real Estate Division is soliciting proposals from qualified childcare center operators (“Proposers”) serving infants to pre-Kindergarten children to operate a childcare center, located at 100 W. 5<sup>th</sup> Street, San Pedro, CA. 90731, from Monday through Friday, excluding City holidays, from 6:30 a.m. to 6:00 p.m.

All Proposers must be currently operating childcare centers, licensed pursuant to all requirements set forth under the California Department of Social Services (CDSS) Code of Regulations Title 22, Division 12, for Child Care Centers, and in good standing for the last four years. Proposers shall be able to demonstrate ability to conduct its operation in a first-class and professional manner, and present achievable plans for the Center’s management and operations.

The term of the contract resulting from this Request for Proposals (RFP) is five years, with one five-year renewal option, 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 2025, the Port handled a total of 10.2 million container units.

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.

## 1.3 The Childcare Center

The Child Care Center (Center) has operated at the Liberty Hill Plaza location since 1994 to provide access to quality childcare services for employees of the Harbor Department and the surrounding community. The 8,500 square foot childcare facility is located within the Liberty Hill Plaza Building at 100 West 5th Street in San Pedro. The Center meets all building codes and license requirements to serve as a childcare center and is fully air conditioned, heated, and equipped with a fire sprinkler system.

The Center includes a serving/warming kitchen and adjoining outdoor play area, a staff meeting room, office, age-appropriate toilets and lavatories for children, reception area, central supply/storage area, utility/laundry area, janitor closet, and outside storage.

There is barrier-free accessibility, and all exit doors are equipped with panic hardware. The curbside childcare drop-off and pick-up area for parents/guardians is located at the front entrance of the Liberty Plaza building. All furnishings, equipment, and materials provided are owned by the Harbor Department.

The Center is currently operated by the YWCA, a National Association for the Education of Young Children (NAEYC) accredited agency and is open from 6:30 a.m. to 6:00 p.m., Monday through Friday. A total of 48 children, consisting of 7 infants, 12 toddlers, 21 preschool-aged children, and 8 children in the pre-K program are currently enrolled. A total of 60 children can be accommodated at the Center.

## **2. OPPORTUNITY DESCRIPTION**

### **2.1 Goals and Objectives of the Opportunity**

The goal of this RFP is to award a five-year contract with one, five-year renewal option, exercisable upon the mutual consent of the Harbor Department and the Operator. The responsible Operator shall accomplish the following:

- A. Maintain a high-quality childcare, development, and educational center consistent with the standards and guidelines from a reputable and independent third-party organization such as the NAEYC, National Accreditation Commission (NAC), National Early Childhood Program Accreditation (NECPA), or other similar organization, hereinafter “accrediting organization”;
- B. Provide a safe, caring, nurturing and consistent environment for enrolled participants that offers age-appropriate activities and experiences that will aid in a child’s growth and development that will help them prepare for school;
- C. Develop an effective plan that demonstrates financial viability, ensures sustainable operations throughout the year and accountability for all aspects of operations;
- D. Display awareness and responsiveness to the demographics and special needs of the enrolled Center’s participants; and
- E. Establish and promote strong working relationships among Center personnel, the consumer-parents, and City personnel, while protecting personal rights and applicable confidentiality policies.

### **2.2 Operator Minimum Requirements**

#### **A. Firm Qualifications**

In order for a submitted proposal to be considered responsive to this RFP, all proposing entities must clearly demonstrate the following minimum acceptable qualifications in their written proposal.

- 1. Proposer must have a valid childcare license with at least four (4) years of experience as an operator of a childcare center program, demonstrating adherence to all licensing requirements set forth under the California Department of Social Services Code of Regulations Title 22, Division 12, for Child Care Centers, including other mandatory regulations, statutes and court decisions affecting CDSS programs. Operator shall maintain a State of California Child Care license and be in good standing during the term of the agreement.

2. Principal on-site manager for the Center must have at least a minimum of three years of recent experience managing or operating a licensed childcare center that includes infants, toddler, and preschool age children.
3. Proposer must not have unresolved fines or penalties, investigations and/or pending disciplinary actions for offenses or failure to correct deficiencies by the CDSS – Community Care Licensing Division or any other regulatory agency overseeing/affecting CDSS programs.
4. Proposer must not have had any contracts or licenses revoked due to bankruptcy, poor performance, or breach of contract terms within the last four (4) years from the release date of this RFP.

## B. Accreditation Requirements

In order to ensure that Operator maintains a high quality child care program meeting or exceeding State requirements, standards employed and levels of services equal to or better than an accrediting organization are required. Operator shall conduct its operations at least equal to or better than similar infant and child care facilities providing similar services.

Proposer, if not currently accredited with a reputable and recognized independent third-party accrediting organization, must articulate and demonstrate ability to document compliance for future accreditation in its proposal. Additionally, if such a Proposer becomes the Operator, it shall implement the accrediting organization's standards while pursuing accreditation and these standards shall be maintained throughout the duration of the contract.

## 2.3 Scope of Work

Operator shall perform and be responsible for ALL functions necessary to successfully operate a child daycare center which include, but are not limited to, the following:

### General Requirements

1. Obtain and maintain all necessary licenses and permits;
2. Operate the Center at Operator's sole cost and expense;
3. Assign a principal on-site manager for the Center who has at least a minimum of four (4) years of recent experience managing or operating a childcare center;
4. Identify and maintain necessary staff-to-child ratios and substitute caregivers trained for each specific age group with provisions to ensure continuity of childcare during shift changes and absences of regular staff;
5. Provide child daycare services from 6:30 a.m. to 6:00 p.m., Monday through Friday, except during holidays;
6. Operator shall provide a system for receiving and releasing the children, which protects their safety and security;
7. Provide nutritional food in the morning, afternoon, and late afternoon with consideration of

specific needs, or age-appropriate diets;

8. Operator shall establish and maintain a childcare program with effective procedures to ensure the health, safety, and security for all persons involved in the program;
9. Operator shall develop programs/curricula that offer age-appropriate activities and experiences that will aid in a child's growth and development that will help them prepare for school;
10. Operator shall provide the Executive Director, or designee, access to review all schedules of rates and prices for services and facilities offered on the premises. If, after being notified and given a reasonable opportunity to discuss and justify any rate or price increase, the Executive Director determines that the increase is unreasonable or inappropriate, the Operator shall modify the rates or prices as directed by the Executive Director;
11. Provide transportation to and from the Center during approved field trips or activities outside the Center;
12. Establish a plan to be used during emergencies and disseminate and post at the Center, as necessary;
13. Operator shall maintain a contact list of names, phone numbers, and emails of parents/guardians of each child. This list shall also contain multiple contacts with the family or extended family and all available medical or other emergency contact information;
14. Perform daily custodial duties to be conducted after the childcare facility is closed, including emptying trash bins and diaper bins, as the needs arise;
15. Maintain a clean and safe environment by following daily cleaning protocols to ensure classrooms, play areas, and restrooms are cleaned and disinfected throughout the day;
16. Provide a variety of age-appropriate toys and learning materials that support children's growth and development. Replace and maintain said toys and learning materials to meet children's interests and developmental stages, as necessary. Processes to replace the toys must meet applicable local, state, or federal regulatory requirements; and
17. Provide services at reasonable rates that take into consideration the City-provided privileges including free rent, certain services, equipment, furniture and fixtures, as well as utilities including water, electricity, gas, telephone, and Wi-Fi.

### Inspection of Premises

1. Operator shall inspect all areas of the premises—including paving, structures, buildings, and improvements—and maintain them in a safe condition at all times. The Executive Director, or designee, may enter the premises at reasonable times to assess compliance;
2. If City deems it necessary to maintain or repair the premises, Operator shall cooperate fully with City to assure that the work can be performed in a timely manner; and
3. Property Inspections will be conducted at a minimum of two (2) times per year by City Staff.

## Operations, Budget and Fundraising

1. Develop goals for the Center's operations and formulate a budget that demonstrates the Operator's ability to provide for all expenditures for the current year and subsequent years;
2. If necessary, manage and coordinate with the current Operator, in an effective and orderly manner, the transition of management and operation of the Center, including transferring of daycare records and files, at Operator's expense;
3. Maintain records of operations such as enrollment register, waiting list, income and expense records, financial statements, bank statements, payroll records, injury reports, and other related information for the daycare facility;
4. Operator shall reserve 25% of the Center's spaces to be occupied by children of low and middle-income families, as defined by the City of Los Angeles Human Services and Family Development Division;
5. Operator shall provide a 10% discount to City of Los Angeles Harbor Department employees. The Harbor Department Employee Discount shall be 10% of the regular tuition offered for day care services. In consideration for providing the services required by this Agreement, City shall:
  - a. Provide Operator with an operating space that is approximately 3,500 square feet of indoor interior space and 3,500 square feet of outdoor interior space; and
  - b. Provide Operator with an initial equipment fee of up to Fifty Thousand Dollars (\$50,000). Each subsequent year City shall provide Operator with equipment fee of up to \$10,000 each year;
6. In order for Operator to receive equipment fee, Operator must provide quotes to City for needed equipment. After approval by the Director of Waterfront & Commercial Real Estate, funds will be released to Operator for the purchase of needed equipment by Operator. Operator shall provide invoices to the City, to confirm actuals spent on equipment. Operator will maintain accounting of equipment fees received from City and actuals spent on equipment. Funds unused from previous year will not carry over to subsequent year;
7. Equipment purchase and approval will only occur once per year. The initial equipment fee and yearly equipment fees may be used for the purchase of equipment reasonably needed for the operation of the day care. Equipment may further include decorations, rugs, wall murals, decorative designs, tables, chairs, teaching instruments, toys, cribs, pillows, blankets, and other items as reasonably needed for the operation of a day care and in the best interests of the children;
8. Children of the City of Los Angeles Harbor Department employees are defined as any child or grandchild of a current City of Los Angeles Harbor Department employee or any child granted legal or physical custody to a current City of Los Angeles Harbor Department employee; and
9. Additionally, Operator shall:
  - a. Pay for all training, salaries, and benefits of its employees in compliance with the City of Los Angeles Living Wage ordinance, or higher, as the Operator deems competitive and reasonable;

- b. Promote the Center to maintain full enrollment and recruit additional participants as needed;
- c. Pursue grants and fundraising opportunities to support operations;
- d. Create and maintain a website for the Center to provide current and public information, as well as to promote the Center, distribute materials, surveys, and other information as the City and Operator deem appropriate;
- e. Assess and collect tuition and other fees as appropriate at rates preapproved by the City, use fees collected for the operation of the Center, and accept all risks, full liability, and complete responsibility for any operating losses in managing the Center. Operator shall receive tuition fee subsidy from the Harbor Department for the children of its employees who are enrolled in the Center; and
- f. Pay all taxes, liens, penalties and assessments of any kind levied upon the Operator, or activities associated in the operation of the Center.

## Reporting Requirements

### Licenses and Certificates

- 1. Copy of the Child Care License, issued by the California Department of Social Services and renewal certificates;
- 2. Copy of accreditation certificate:
  - a. If currently accredited, Operator to provide copy of accreditation document(s) as well as a copy of subsequent application/submittals for the renewal of its accreditation (and supporting documentation) within 30 days after submission. Operator to submit renewal certification upon receipt; or
  - b. If not currently accredited, Operator to provide a comprehensive timeline for accreditation. This plan shall include the rationale for selection of its chosen agency as an accrediting organization;
- 3. Copies of the following as applicable:
  - a. Application for accreditation submitted to accrediting organization within 30 days after submission, including supporting documentation;
  - b. Any report on status of application for certification or accreditation on a quarterly basis within 30 days after submission or receipt from accrediting agency; and
  - c. Accreditation certificate upon receipt of approval;
- 4. Provide the Executive Director with a 30-day written notice for any proposed increases in tuition and other fees and allow the Director of Waterfront & Commercial Real Estate two weeks to provide comments; and
- 5. Operator shall request written approval from the Executive Director or designee for any increase in tuition fees at or above 10% within any 12-month period;

## Semiannual Reporting Requirements

1. By August 15<sup>th</sup> following the initial year of the term of this contract, and every year thereafter, Operator to submit the following reports:
  - a. Enrollment statistics for children including number of children; age of each child; and number of children that are children of City of Los Angeles Harbor Department employees;
  - b. Goals for the year including, but not limited to, fundraisers and or grant applications replacement of equipment, appliances, furniture, etc. (as necessary); and Curricula/Program description for each age group; and
  - c. Financial statements including proposed operating budget; fee schedule; balance sheet; profit and loss statements; and cash flow statement.
2. By February 15<sup>th</sup> following the initial year of the term of this contract, and every year thereafter, Operator to submit the following reports:
  - a. Enrollment statistics for children including number of children; age of each child; and number of children that are children of City of Los Angeles Harbor Department employees;
  - b. Status on goals for the year; Fundraisers and or grant applications; and Replacement of equipment, appliances, furniture, etc;
  - c. Financial statements, including: Actual Operating Budget; Balance Sheet; Profit and Loss Statement; Cash Flow Statement; Itemized Budget Report for the past reporting period; and Receivable and payable aging report; and
  - d. Significant events/accomplishments in the past year

## **3. PROPOSAL REQUIREMENTS**

### **3.1 Mandatory Pre-Proposal Meeting and Site Tour**

A pre- proposal meeting and a site tour of the Center will be conducted at Liberty Hill Plaza Building located at 100 W. 5th Street, San Pedro, CA 90731. The site visit will be held on Thursday, June 18, 2026 at 10 am. Proposers must register for the site visit using the link available [here](#), no later than 3pm, Wednesday, June 17, 2026.

### **3.2 Proposal Questions**

All questions regarding this RFP must be submitted, in writing, exclusively to Tanisha Herr, the Contract Administrator, at [THerr@portla.org](mailto:THerr@portla.org) by no later than 3:00 p.m. on Tuesday, June 23, 2026.

Attempts to contact any other Harbor Department employee or members of the Board of Harbor Commissioners, either directly or through third parties acting for or on the proposer's behalf, may be presumed to constitute efforts to bias or influence the competitive process with information not detailed in the RFP and not available on an equal basis to all proposers. Accordingly, such

attempts shall constitute grounds to disqualify the proposer undertaking them. Any information provided by the Contract Administrator to one proposer in response to questions shall be provided to all proposers.

### 3.3 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. PT on July 16, 2026 to Tanisha Herr at Therr@portla.org.**

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.

Proposers solely are responsible for the timeliness of their submittals. Proposers are cautioned to budget adequate time to ensure that their proposals are electronically delivered (not just sent) 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.

### 3.4 Evaluation Process and Selection Criteria

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria: 1) firm qualifications, experience, and references; 2) accreditation requirements; 3) personnel and staffing; 4) financial information, budget, and proposed tuition and fees; 5) proposed services, policies, and procedures; and 6) annual child care operational program and events. See Exhibit E .

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the Operator. All recommendations are subject to the approval of the Director of Waterfront and Commercial Real Estate Division, the Executive Director of the Harbor Department, 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.

### 3.5 Proposal Content

The following items shall be included in your proposal:

1. Cover Transmittal Letter

Provide a narrative which introduces the firm and staff highlighting the ability to perform the scope of work, and in consideration of the goals of this RFP. The letter should be signed by an authorized principal of the proposing consulting firm.

## 2. Firm Qualifications, Experience and References

Provide relevant qualifications and experience. Qualifications and experience for proposed subcontractors/partners should also be included. Cite at least three references, with contact names and information. Letters of recommendations from government agencies, organizations, and/or contractors/subcontractors, vendors are acceptable, but not from parents of enrollees.

## 3. Personnel and Staffing

Provide a brief description of all key personnel (including director, staff, volunteers, child care providers, and teachers) to be involved and their relationship to the services to be provided.

- Include names, titles, licenses, certificates, fields of expertise, and relevant experience for all proposed personnel and staff.
- Provide work hours and shift schedules for all part-time and full-time positions.
- Complete resumes should be provided as part of an appendix to the proposal.

## 4. Accreditation Information

Provide information as indicated in Section 3.2 Accreditation Requirements. Please note that notwithstanding any provision in the contract, if the accreditation is not received within the time period specified in the proposal, Harbor Department reserves the right to seek another operator while the contract is in force.

## 5. Proposed Services, Policies, and Procedures

Describe the proposed services, policies and procedures that meet or exceed the following requirements:

- a. Complying with all contract provisions;
- b. Complying with all CDSS Code of Regulations Title 22, Division 12 requirements including, but not limited to:
  - i. Creating a plan for emergencies and catastrophes, including emergency contact information for enrollees;
  - ii. Protecting personal rights, health, well-being, and safety and security of staff and children; and
  - iii. Selecting and effectively training qualified staff, aids, teachers, and volunteers;
- c. Transition process from current Operator, if applicable;
- d. Maintaining overall quality control of childcare services;
- e. Maintaining effective communication between staff and parents;
- f. Identifying policies and procedures regarding the drop-off and pick-up of children;
- g. Identifying policies and procedures pertaining to enrollment, admission, and discharge;
- h. Reporting injuries;
- i. Repairing and maintaining equipment that is under the Operator's responsibility; and

j. Any other services, policies, and procedures not addressed above

6. Annual Child Care Operational Programs and Events

Describe and provide examples of age-appropriate programs and events including, but not limited, to the following:

- a. Curriculum [include sample curriculum for one year];
- b. Field Trips;
- c. Activities;
- d. Programs; and
- e. Monthly Menus [include sample menus].

7. Proposed Operating Budget, Tuition, and Other Fees

Submit an operating budget and a complete fee schedule. If applicable, include any additional fees and charges for items such as field trips, caps and gowns (Pre-K graduation), and any other activities. Also, include information on revenue that may be generated from proposed extracurricular activities that will be provided by the Operator at the Operator's expense.

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) OPERATOR DESCRIPTION FORM

Provide with your proposal the Operator Description Form (Exhibit B), fully filled out for your business and any proposed operating partners. All entities must be registered on RAMP at the time proposals are due.

B) INSURANCE VERIFICATION LETTER

Provide a letter from your firm indicating that the insurance requirements for this project as described in this RFP are presently part of your insurance coverage, or that your firm will be able to obtain such coverage should you be selected for award. The proposer 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. 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, linked [here](#) and [here](#). 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.gov](http://ethics.lacity.gov).

#### 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.

### 3.6 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 firm
- Table of Contents, if included (not required)
- Proposal with the following sections, in order:
  - Firm Qualifications, Experience and References
  - Personnel and Staffing
  - Accreditation Information
  - Proposed Services, Policies, and Procedures
  - Annual Child Care Operational Programs and Events
  - Proposed Operating Budget, Tuition and Other Fees
- Resumes for all proposed staff personnel provided in an appendix
- Operator Description Form
- Letter indicating ability to meet insurance requirements for this project, including general liability, auto liability and workers' compensation. **Do not submit an ACORD® Certificate of Liability Insurance sheet 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

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.

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>. Consultant shall comply with all RAMP reporting requirements set forth in Executive Directive No. 35 (August 25, 2022), Equitable Access to Contracting Opportunities, during the term of this Agreement.

### 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 C.

### 4.4 Indemnity and Insurance Requirements

**REQUIRED AT PROPOSAL STAGE:** A letter from each proposer must be provided with their proposal. The letter should indicate that the requirements below are presently part of the proposer's insurance coverage or that the proposer will be able to obtain such coverage should they be selected for award. The proposer 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 submitted in lieu of an insurance verification letter 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. Consultant shall also indemnify the City as set for in this Agreement where any subconsultant fails to obtain and maintain in effect insurance coverage pursuant to the insurance requirements herein. 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 Coverage by Subconsultants

Where Consultant retains subconsultants, subcontractors, independent contractors or other vendors (collectively "subconsultants" and individually "subconsultant") to provide services set forth in this Agreement, and Consultant is not performing any of the services at issue, Consultant may submit in lieu of its own insurance policy, insurance policies held by the subconsultant covering the services provided by such subconsultant and in compliance with the relevant insurance requirements set forth in this Agreement, including naming the City and Consultant as additional insured by specific endorsements CG2010 and CG2037, where applicable. Where the Risk Manager finds the submitted documentation is not in compliance with this Agreement, Consultant shall be required to comply with the insurance requirements as set forth herein. Where any subconsultant provides insurance coverage, Consultant shall require and verify that such subconsultant obtain and maintain in effect insurance coverage in compliance with this Agreement

#### 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 Two Million Dollars (\$2,000,000) 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. 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 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.

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

Where applicable, Consultant shall comply with 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.

#### 6. Professional Liability

Consultant is required to provide Professional Liability insurance with respect to negligent or wrongful acts, errors or omissions, or failure to render services in connection with the professional services to be provided under this "Agreement". This insurance shall protect against claims arising from professional services of the insured, or by its employees, agents, or contractors, and includes coverage (or no exclusion) for contractual liability.

Consultant certifies that it now has Professional Liability in the amount of One Million Dollars (\$1,000,000) per claim/aggregate including Notification Costs, which shall cover the work to be performed pursuant to this Agreement and that it will keep such insurance or its equivalent in effect at all times during performance of said Agreement and until two (2) years following acceptance of the completed project by Board.

Notice of occurrences of claims under the policy shall be made to the City Attorney's office with copies to Risk Management.

#### 7. Damage to Rented Premises

In addition to and concurrently with the aforesaid insurance coverage, Consultant shall also procure and maintain, damage to rented premises insurance with a minimum limit of Dollars (\$ ), covering legal liability of Consultant for damage or destruction by fire or explosion to the works, structures and improvements owned by City provided that said minimum limits of liability shall be subject to adjustments by Executive Director to conform with the deductible amount of the fire insurance policy maintained by Board.

## 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.

## 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 Director of Waterfront and Commercial Real Estate, 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 D.

## 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.

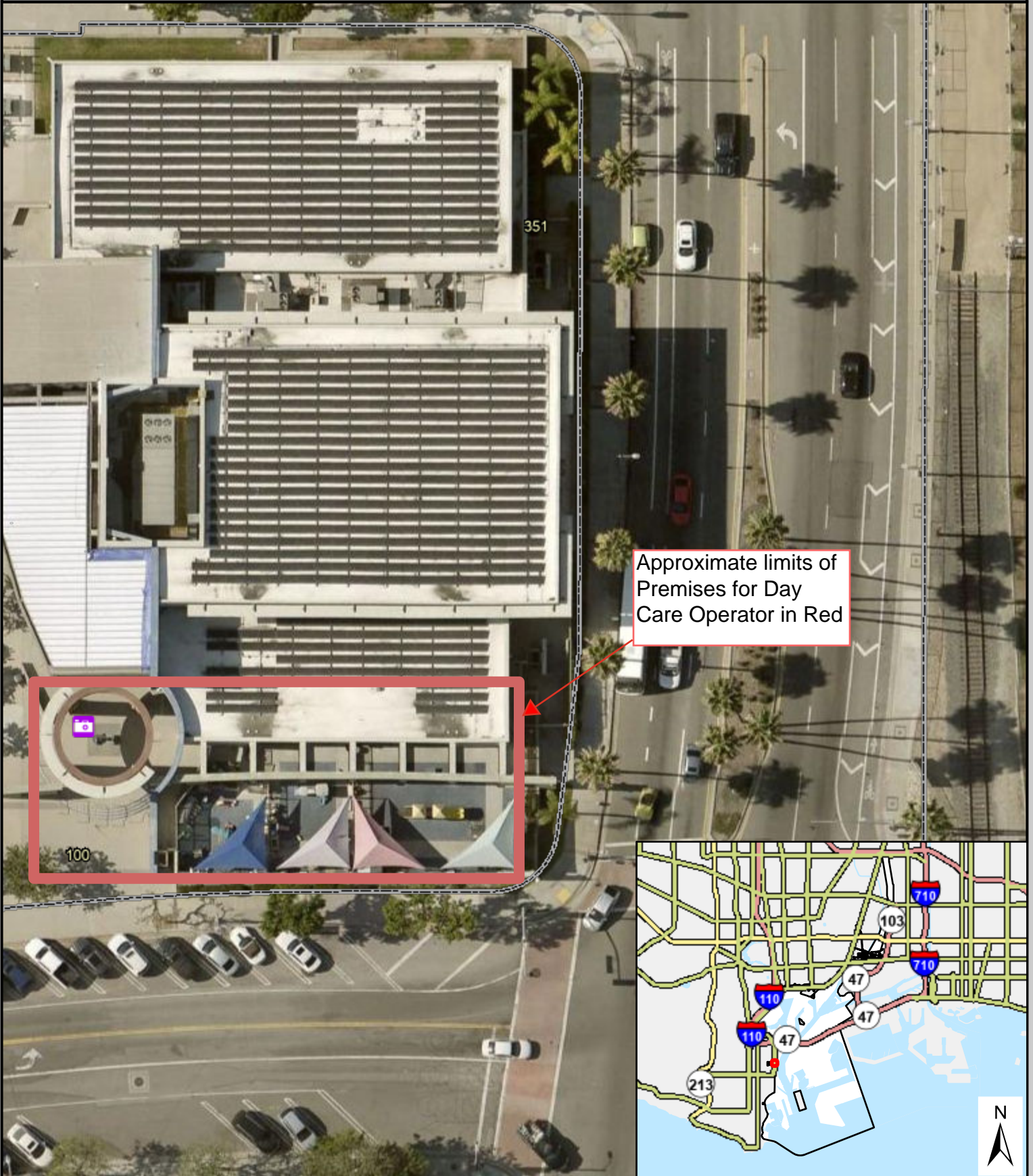
Proposers must submit CEC form 50 and 55 to the awarding authority at the same time the response is submitted linked [here](#) and [here](#). The forms require proposers to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those 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.gov](https://ethics.lacity.gov).

## 4.20 Recordkeeping And Audit Rights

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

B. During the term of this Agreement, City may audit, review and copy any and all writings (as that term is defined in Section 250 of the California Evidence Code) of Consultant and Subconsultants arising from or related to this Agreement or performance of the Scope of Work, whether such writings are (a) in final form or not, (b) prepared by Consultant, Subconsultants or any individual or entity acting for or on behalf of Consultant or a Subconsultant, and (c) without regard to whether such writings have previously been provided to City. Consultant shall be responsible for obtaining access to and providing writings of Subconsultants. Consultant shall provide City at Consultant's sole cost and expense a copy of all such writings within fourteen (14) calendar days of a written request by City. City's right shall also include inspection at reasonable times of the Consultant's office or facilities which are engaged in the performance of the Scope of Work. Consultant shall, at no cost to City, furnish reasonable facilities and assistance for such review and audit. Consultant's failure to comply with this Article 6 shall constitute a material breach of this Agreement and shall entitle City to withhold any payment due under this Agreement until such breach is cured.

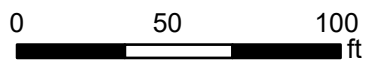
# Attachment 1

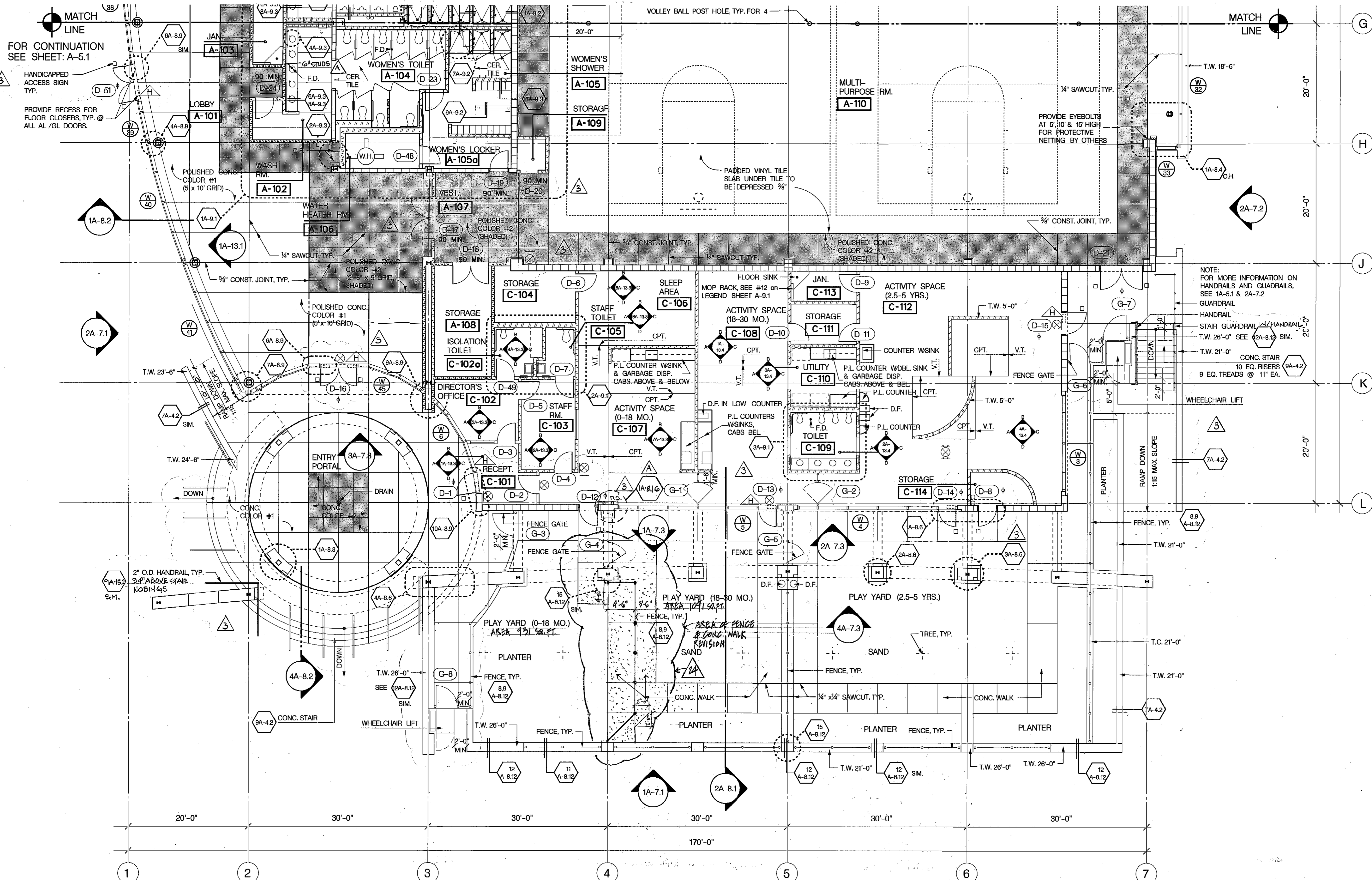


351

Approximate limits of  
Premises for Day  
Care Operator in Red

100

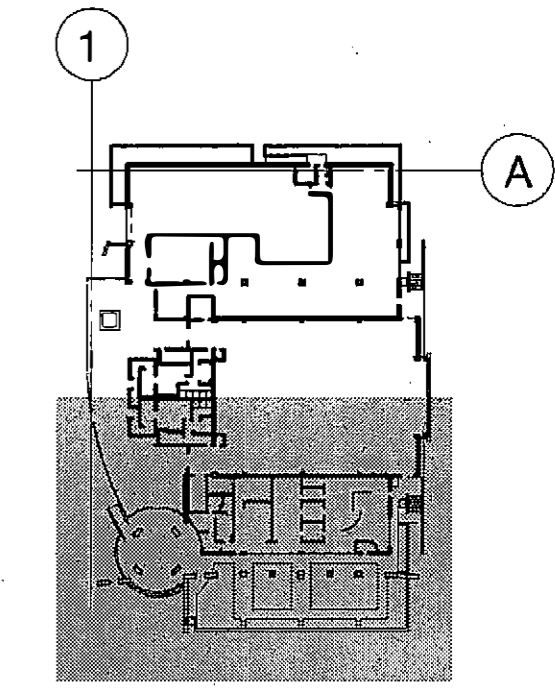




**WALL SYMBOL LEGEND**

- INTERIOR WALL: 4" STL. STUDS (J.N.O.) EXTEND TO STRUCTURE ABOVE. 5/8" GYP. BD. ON BOTH SIDES EXTENDS 6" ABOVE CEILING.
- EXTERIOR WALL: 4" STL. STUDS (J.N.O.) WITH 1" PLASTER OVER 1/2" BACKER BD. ON EXT. SIDE. 5/8" GYP. BD. ON INT. SIDE.
- 4" STL. STUDS (J.N.O.) WITH 5/8" GYP. BD. BOTH SIDES. 1 HR. RATED WALL EXTENDS TO STRUCTURE ABOVE. WHERE REVEALS OCCUR APPLY AN EXTRA LAYER OF 1/2" GYP. BD. AND 1/8" PLASTER SKIM COAT.
- 8" CONCRETE MASONRY UNIT 1 HR. RATED
- 12" CONCRETE MASONRY UNIT 1 HR. RATED
- WINDOW WALL
- 12" WIDE (J.N.O.) P.I.P. CONCRETE PLANTER WALL, SANDBLAST FINISH

NOTE:  
FOR MORE INFORMATION ON HANDRAILS AND GUARDRAILS, SEE 1A-5.1 & 2A-7.2

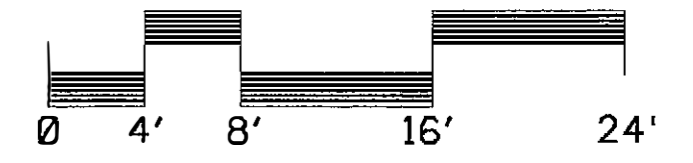
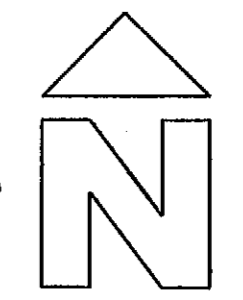


**KEY PLAN**  
SHADED AREA INDICATES AREA OF WORK SHOWN ON THIS SHEET

**GROUND FLOOR PLAN, SOUTH HALF**

FINISH FLOOR ELEVATION: 21'-0" =  
REF. FINISH FLOOR ELEVATION: 0'-0"

SCALE: 1/8" = 1'-0"



NO.	DATE	REVISIONS-	APP'D	POLA	NO.	DATE	REVISIONS-	APP'D	POLA	SCALE	DATE
1	10-13-92	CLIENT'S REVISIONS									9-18-92
2	10-16-92	CLIENT'S REVISIONS									
3	1-5-93	PLANCHK CORRECTIONS									
4	1-10-94	FENCE & CONC. WALK REVISION - CHILD CARE									
5	1-20-95	AS BUILT									

**ALBERT C. MARTIN & ASSOCIATES**  
PLANNING | ARCHITECTURE | ENGINEERING | INTERIORS  
811 West Seventh Street Los Angeles, CA 90017-3419  
18500 Von Karman Avenue Irvine, CA 92715-0509

PROFESSIONAL ARCHITECT  
No. 11187  
Exp. 6/92

PARCELS J1 & J2 - BEACON STREET REDEVELOPMENT PROJECT JOB NO. 1622

**GROUND FLOOR PLAN, SOUTH HALF**

ENGINEERING DIVISION P.O. BOX 151 SAN PEDRO, CALIF.

DRAWING NUMBER  
1-1942 **A-5.2**

## **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**

**Operator Description Form**

**PRIME OPERATOR:**

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

**PARTNER:**

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

**PARTNER:**

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

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

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

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

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

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

Telephone: (     ) \_\_\_\_\_

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

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

## **Exhibit C - 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

### **Contract Administrator's Note:**

Only the **selected Consultant** will be required to obtain a BTRC.  
Proof of BTRC compliance will be requested during contract award processing.  
Exhibit C is provided for informational purposes.

## **Exhibit D- 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 E

### RFP SELECTION EVALUATION FORM

**PROJECT:** CHILD CARE CENTER 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.

Scores must be **whole numbers only** (for example, "3.5" is not acceptable).

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	Number of years company has been in business. Ability to do same or similar work. Level of expertise.		<b>3</b>	
B. Accreditation Requirements	Standards/Programs/Curricula If not accredited, accreditation plans/timeline.		<b>3</b>	
C. Personnel and Staffing	Qualification and experience of proposed personnel.		<b>5</b>	
D. Financial Information – Budget & Proposed Tuition and Fees	Competitive tuition, rates, and fees proposed.		<b>4</b>	
E. Proposed Services, Policies, and Procedures	Quality of proposed policies and procedures.		<b>3</b>	
F. Annual Child Care operational Program and Events	Quality of proposed curriculum, program and events.		<b>2</b>	
	<b>Maximum points possible=100</b>		<b>A+B+C+D+E=20</b>	<b>Total Points=</b>