

APPROVED

JAN 9 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-024

DATE: January 19, 2023

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BAR AND BEVERAGE SERVICE CONCESSION – APPROVAL OF AWARD AND AGREEMENTS FOR THE BAR AND BEVERAGE SERVICE CONCESSION TO MEG, METTLE & MOXIE, INC; PRODROMOS MIKE BEGAKIS DBA MONTEREY CONCESSIONS; AND EDWARD WALTER SUNSERI, JR. DBA SUNSERI’S

B. Aguirre BA M. Rudnick
H. Fujita C. Santo Domingo
B. Jackson N. Williams

[Signature]
General Manager

Approved X With Corrections Disapproved Withdrawn

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

- 1. Approve the award of three proposed Agreements (Agreements) for the operation and maintenance of bar and beverage service concession at the Department of Recreation and Parks' (RAP) special event venues (Concession) to Meg, Mettle & Moxie, Inc; Prodromos Mike Begakis doing business as Monterey Concessions; and Edward Walter Sunseri, Jr. doing business as Sunseri's, each for a term of five years with two (2) five-year extension options exercisable at RAP's sole discretion, in substantially the form attached to this report as Attachments A.1, A.2, and A.3., respectively, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreements to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), the City Council for approval, and the City Attorney for approval as to form;
3. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;
4. Find, pursuant to Charter Section 371(e)(2) and 375, that it is in RAP's best interest to have pre-qualified contractors and that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on qualified contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from

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among as needed pre-qualified contractors each individual engagement may be assigned on the basis of availability and the preference of renters of RAP's special event venues;

4. Find, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the operation and maintenance of the Concession;
5. Authorize the General Manager or Designee to execute the proposed Agreements substantially in the form attached to this Report (Attachments A.1, A.2, A.3) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed Agreements; and,
6. ~~[CEQA EXEMPTION]~~ Remove

SUMMARY

RAP owns and operates ten Special Event Venues (SEV) (Attachment B) that are available to rent by the public and permitted for serving alcoholic beverages. Most of the SEVs have a maximum capacity between 100-250 persons. Friendship Auditorium can accommodate 400 persons, seated. Prior to the COVID-19 Pandemic, for years 2015 through 2019, the average number of events at RAP SEVs was 544 per year, of which an average of 367 utilized bar service. Most of the SEV locations are managed by the Park Services Division. Additional SEVs may be added to service, or removed from service by RAP while the venue is closed for repair or renovation.

Renters of an SEV who wish to serve alcoholic beverages must use a RAP pre-approved bar and beverage service company. No other sources of alcohol are permitted for consumption at the SEVs. RAP-approved bar and beverage service companies must have an ABC license, provide proof of insurance, employ properly trained staff, and have protocols in place to ensure gross sales are reported and shared revenues are received.

RAP's current pre-approved Bar and Beverage Service Companies list contains two vendors: Prodromos Mike Begakis, an individual doing business as Monterey Concessions (Monterey) and Edward Walter Sunseri, Jr., an individual doing business as Sunseri's (Sunseri's). Prior to the COVID-19 pandemic, for years 2015 through 2019, their combined average yearly gross sales of bar and beverage service at RAP SEVs was \$435,209 and their combined average yearly revenue share to RAP was \$87,042. Revenue Share from both Monterey and Sunseri's is 20% of gross receipts. Both companies are currently operating month to month on expired concession agreements, although Sunseri's had one remaining five-year option to renew in February 2021. RAP staff allowed the Sunseri's agreement to expire in anticipation of RAP issuing a Request For Proposal (RFP) for pre-qualified vendors providing bar and beverage service concession at the SEVs (Concession) for a five year term with two (2) five-year extension options. A goal of the RFP was to increase the number of pre-qualified companies for additional bar service offerings,

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pricing structures, and availability.

RFP AND MARKETING

RAP staff released an RFP (CON-F22-003) for Bar and Beverage Service on July 26, 2022. Objectives and terms included:

- Provide as needed bar and beverage service at RAP SEVs, year-round.
- Possess ABC license and follow ABC guidelines.
- Offer branded and generic alcoholic beverages at competitive prices.
- Recognize many patrons renting a RAP SEV have limited budgets.
- Provide high-quality, friendly, and professional service with trained staff.
- Provide all necessary furnishings and equipment.
- Display awareness of the demographics and special needs of the community.
- Community outreach to increase use of RAP SEVs via marketing & advertising.
- Respond to all inquiries for service quickly and professionally.
- Maintain cleanliness and appearance of portable bars and surrounding areas.
- Through trained staff, check identifications for minors.
- Limit/restrict alcohol service when a person is suspected to be over-intoxicated.
- Remove all trash generated by the bar and beverage service and recycle materials.
- Collect fees from the client.
- Remit monthly to RAP revenue share payment, utilities fee and monthly revenue report.

The RFP did not specify a limit on the number of companies who could be awarded a contract. Three companies submitted proposals and all met the requirements of the RFP and through an evaluation process, it was determined that all were qualified to provide bar and beverage service.

The RFP required a minimum revenue share of 15% but encouraged a higher proposed amount for additional consideration for award. Two of the three companies recommended for award proposed a twenty percent (20%) revenue share and one proposed fifteen percent (15%).

Marketing of the business opportunity was performed through outreach via: *Daily Journal* advertisement, RAMPLA.org, Facebook, direct email to RAP Concession operators with ABC licenses, and a wedding coordination website *theknot.com*. Through these avenues RAP staff reached out to 66 bar service companies in Southern California, including minority-owned businesses. From the outreach, direct inquiry regarding the RFP was received from 17 companies and both incumbent operators also expressed interest.

A mandatory pre-proposal conference was conducted via Zoom, with participation by ten separate companies. RAP received three proposals by the proposal due date. In an effort to increase the number of proposals and in the best interest of the City, RAP staff reopened the RFP, extended the due date by six weeks, and notified the pre-proposal conference attendees. However, the extended due date did not yield additional proposals.

RESULTS OF THE RFP PROCESS

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The three proposals were evaluated with a two-level review, first to determine if each proposer was responsive with compliance and submittal documents; then, reviews by an evaluation panel comprised of RAP staff from the Park Services and Concessions Divisions. The categories for review were defined in the RFP:

Evaluation Criteria and Points Available	
Background and Experience	(30)
Business Plan	(30)
Management and Operations Plan	(30)
Compensation Plan (Min 15% accepted)	(10)

After evaluation, respective average scores of each proposer are as follows:

Bar Service Company	Evaluation Score Average
Meg, Mettle, & Moxie, Inc. dba Made By Meg	93
Monterey Concessions	89
Sunseri's	93

The evaluation panel determined that each company is well-qualified to be awarded an agreement. Monterey and Sunseri's are current operators with RAP and in good standing. Meg, Mettle & Moxie, Inc. (MMM) is an experienced caterer with exclusive pouring rights at South Bay Lakers games at UCLA Health Training Center in El Segundo, California. MMM also described a strong business plan and provided documentation to verify sound financial standing.

Pertinent terms of the proposed Concession Agreements include:

- Term of five years with two five-year extension options exercisable at the sole discretion of RAP's General Manager.
- Revenue Share is 15% for Sunseri's. MMM and Monterey each proposed 20%.
- Service locations are at RAP SEVs (10 locations throughout the City and subject to change).
- Year round service to be provided on an as-hired basis by renters of the SEV.
- Menus have various package and pricing options.

CONCLUSION

A primary objective for releasing the Bar and Beverage Service RFP was to increase the number of pre-approved companies to more than two. Having a larger number of companies on the pre-approved list will encourage price competition, expand package offerings, and enhance customer service. RAP staff reached out to over 66 Southern California bar service companies, and received three proposals. Each company was responsive, evaluated on their own merit, and all were found to be well qualified. RAP staff recommends award of three Concession Agreements for a term of five years with two (2) five-year extension options to MMM, Monterey, and Sunseri's.

FISCAL IMPACT STATEMENT

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The bar and beverage service concessions generated \$49,741 in revenue to RAP for the period of November 2021 through Oct 2022. Therefore, the new contracts are estimated to generate revenue to RAP of a minimum of \$50,000 annually with possibly higher returns as SEV rentals increase post-pandemic.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No. 6: Build Financial Strength and Innovative Partnerships

Outcome No. 2: Improved management of facilities and concessions.

Result: The approval of this report will allow for the continued operation of a concession that enhances the experience for event hosts and guests of our Special Event Venues by providing high quality trained and licensed professionals to serve alcoholic and non-alcoholic beverages for convenience and enjoyment, while generating revenue for the City.

This Report was prepared by Stanley Woo, Management Analyst II, Special Operations Branch, Concessions Unit.

LIST OF ATTACHMENTS

- A.1) Proposed Agreement and Exhibits for the Operation and Maintenance of the Bar and Beverage Service Concession between the City of Los Angeles and Meg, Mettle & Moxie, Inc. dba Made by Meg
- A.2) Proposed Agreement and Exhibits for the Operation and Maintenance of the Bar and Beverage Service Concession between the City of Los Angeles and Monterey Concessions, dba LA Bar Services
- A.3) Proposed Agreement and Exhibits for the Operation and Maintenance of the Bar and Beverage Service Concession between the City of Los Angeles and Sunseri's
- B) Special Event Venues List

CONCESSION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF
BAR AND BEVERAGE SERVICES

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

MEG, METTLE & MOXIE, INC. DBA MADE BY MEG

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**CONCESSION AGREEMENT FOR
OPERATION AND MAINTENANCE OF
BAR AND BEVERAGE SERVICES**

THIS Agreement (hereinafter “AGREEMENT” or “CONTRACT”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as “CITY”), acting by and through its Department of Recreation and Parks (hereinafter referred to as “RAP”), and MEG, METTLE & MOXIE, INC. doing business as *MADE BY MEG*. (hereinafter referred to as “CONCESSIONAIRE”).

WHEREAS, RAP seeks to serve the public by providing bar and beverage services, including the sale of alcoholic beverages, at RAP special event venues (hereinafter “CONCESSION”); and

WHEREAS, RAP requires renters of its special event venues who wish to include alcohol service to inquire, select, and contract directly for bar and beverage service from a list of vendors provided by RAP, such vendors have been pre-approved and qualified by RAP for the provision of bar and beverage services on a non-exclusive basis at RAP’s special event venues; and

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

WHEREAS, the CITY finds, pursuant to Charter Section 371(e)(2) and 375, that it is in its best interest to have pre-qualified contractors and that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on qualified contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed pre-qualified contractors each individual engagement may be assigned on the basis of availability and the preference of renters of RAP’s special event venues;

WHEREAS, the City finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP under this AGREEMENT; and

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

WHEREAS, RAP advertised for proposals for the provision of bar and beverage services at RAP’s special event venues (“CONCESSION”); and

WHEREAS, RAP received and evaluated three proposals which were received on September 20, 2022; and

WHEREAS, CONCESSIONAIRE was one of the vendors selected to provide the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, CONCESSIONAIRE desires to enter into this AGREEMENT to provide the CONCESSION in accordance with the terms and provisions of this AGREEMENT.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-four (24) pages and ten (10) exhibits (A-J) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Bar and Beverage Services at rented special event venues
CONCESSIONAIRE:	Meg, Mettle & Moxie, Inc. doing business as Made by Meg
FACILITY or FACILITIES:	The RAP VENUE at which the Concession is provided by CONCESSIONAIRE.
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The area(s), within a RAP special event venue in which the Concession may be operated.
RAP:	Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9.22) [v.1], attached hereto as "Exhibit A" and incorporated herein. The term "Contractor" in the Standard Provisions shall refer to CONCESSIONAIRE
VENUE(S):	RAP special event venues which allow alcoholic beverage service, located at various RAP Facilities as set forth in Exhibit B attached hereto

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the non-exclusive right and obligation within the VENUE operating the CONCESSION to provide bar and beverage services and offer related services as approved by the

GENERAL MANAGER and as may be requested by renters of the VENUE. Designated VENUES authorized for use by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

The CONCESSION rights herein granted shall be performed at the VENUE solely within the limits and confines of said areas designated as the PREMISES for each VENUE (SECTION 3). CONCESSIONAIRE shall have the right to provide the CONCESSION only in the event that a renter of a VENUE ("Renter" or "Renters") selects CONCESSIONAIRE to provide the CONCESSION for the Renter at the VENUE. CONCESSIONAIRE shall be solely responsible for entering into any agreement(s) with the Renter for the provision of the CONCESSION and shall ensure that the provisions of any such agreement does not conflict with the provisions of this AGREEMENT. CONCESSIONAIRE shall indemnify and hold harmless the CITY from any liability, claims or damages arising from any such agreement with Renter. CONCESSIONAIRE agrees for itself, and its successors and assigns, that it will not make use of any VENUE in any manner which might interfere with the recreational uses of the FACILITY.

Upon the selection by a Renter of CONCESSIONAIRE to provide the CONCESSION at a Venue, the CONCESSIONAIRE is granted a non-exclusive right to sell alcoholic and non-alcohol beverages to Renter and Renter's guests at such VENUE. Renters of the VENUES and their guests are not allowed to provide or serve their own alcoholic beverages, but may prepare and bring their own food, or hire catering service for food at the VENUE. RAP is not prohibited from hiring outside bar and beverage services for RAP-hosted events at any Venue.

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

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

SECTION 3. PREMISES

The PREMISES subject to this AGREEMENT is the area within each respective VENUE which the Facility Director designates for the purpose of bar and beverage services for the scheduled event. As of the date of this AGREEMENT, the VENUES subject to this Agreement are listed in Exhibit B, Venues List - Revision 9/7/2022. RAP reserves the right to revise the list to include or remove VENUES to be serviced by the CONCESSIONAIRE depending on the needs of the public and the needs of the RAP. The count on the list may vary. City shall deliver PREMISES to Concessionaire in "as is" condition.

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

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be five years with two five-year extension options exercisable at the sole discretion of RAP's General Manager, effective on _____, 2023.

Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT. RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. Service Response and Responsibilities

Prior to any event in which CONCESSIONAIRE may be selected to provide the CONCESSION, the CONCESSIONAIRE shall:

1. Provide and maintain a reservation phone service during normal business hours for answering inquiries and taking reservations from prospective Renters. In cases where voicemail service is in use, Renter's telephone call must be returned within twenty-four (24) hours from the time the messages from a prospective Renter were received;
2. Collect reservation deposit fees from Renters after confirmation of scheduled bar service;
3. Coordinate, schedule and confirm each reserved event, and the type of bar service requested, with Renters and with RAP no less than fourteen (14) days prior to day of event;
4. Have printed brochures and/or company website detailing service plans and cost options, available at all times;
5. Include information about deposit, cancellation and/or refund policy in brochures and provide the brochures to prospective Renters, and complete any necessary service agreements with the Renters;
6. Provide for all bar service staffing, including all hiring, training, and supervision;
7. Set-up or prepare the PREMISES of the VENUE within one (1) hour before the start of the event;

During the event in which CONCESSIONAIRE is providing the CONCESSION, the CONCESSIONAIRE shall:

8. Provide an Events Manager and/or Events Coordinator onsite during hours of the event to respond to patrons' needs;
9. Provide alcoholic and non-alcoholic beverage service to patrons renting the Venue and their guests;

10. Provide all necessary supplies and equipment, including portable bar;
11. Keep the service area of the PREMISES clean and uncluttered during the event;
12. Provide for all bar service staffing, including all hiring, training, and supervision;
13. Discontinue the dispensing of alcoholic beverages to persons deemed disorderly or intoxicated;
14. Inform patrons at the beginning of the event, at two hours before the end of the event, and at ninety minutes before the end of the event that alcohol will not be served during the last hour of the event;
15. Take reasonable steps to exercise due diligence in assisting patrons deemed intoxicated by providing the necessary assistance in order to prevent injury to themselves and to others and report all incidences promptly to RAP's Facility Manager or Supervisor;
16. Be responsible for the conduct of activities during the event, and ensure compliance with the local, state and federal policies and regulations;
17. Be present during any activity at PREMISES where liquor is sold or dispensed, including champagne toast only events;
18. Ensure the PREMISES is kept clean and uncluttered;

After the event in which CONCESSIONAIRE is providing the CONCESSION, the CONCESSIONAIRE shall:

19. Remove all CONCESSIONAIRE'S products and equipment from PREMISES and VENUE within an hour after each event and ensure the event area is left in the same or better condition as it was prior to the event;
20. Dispose of all trash;

Other Responsibilities, the CONCESSIONAIRE shall:

21. Implement a Customer Satisfaction and Improvement Program to incorporate suggested improvements from patrons using a customer service survey / questionnaire; and
22. Collect the full balance of fees from Renters and patrons and promptly remit revenue payment to the RAP.

B. Cleanliness

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area clean and sanitary at all times during times service is provided. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as

often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. RAP will incur the cost of all garbage pick-up from the main dumpster during the term of this AGREEMENT.

All recyclable bottles, cans, and cardboard shall be removed from the VENUES by the CONCESSIONAIRE daily.

C. Conduct

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

D. Disorderly Persons

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

E. Non-Discrimination/Equal Employment Opportunity Practices/Affirmative Action

1. CONCESSIONAIRE, in its operations at the VENUE, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the VENUE authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.
2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Exhibit A Section PSC-9 of the STANDARD PROVISIONS, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said PREMISES and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

F. Personnel

1. Freedom from Tuberculosis

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP,

CONCESSIONAIRE shall provide RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

2. **Qualified Personnel**

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

3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP, a Concession Manager of CONCESSIONAIRE'S operations at the VENUE.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The authority of the Concession Manager is to include, but is not limited to, the ability to: hire, fire, and schedule personnel, order merchandise and materials, oversee inventory control, and tracking, implement a marketing plan; maintain accounting records, book parties and events; oversee operations; train employees (to include such areas as a customer service); and have ultimate on-site decision-making responsibility.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within three business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

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

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on

PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the VENUE at RAP's instruction.

G. Menu and Pricing

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.
2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.
3. CONCESSIONAIRE shall offer for sale to the public a range of alcoholic and non-alcoholic beverages as described in CONCESSIONAIRE's Proposal (Exhibit C).
4. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All menu items kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

5. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving

cartons, etc.) distributed with CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense using glass bottles, cans, or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic.

6. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

H. Diversion of Business

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

I. Equipment, Furnishings, and Expendables

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased by CONCESSIONAIRE at its sole expense, transported to and from the VENUE for each event, and shall remain its personal property. There is no on-site storage allowed for CONCESSIONAIRE. At select VENUES, portable bars owned by RAP, may be used by CONCESSIONAIRE during events. RAP is not responsible to repair or replace the portable bars. RAP reserves the right to remove or salvage any and all of its portable bars. CONCESSIONAIRE using RAP's portable bars are required to keep them clean during and after each event serviced.

Upon termination of the AGREEMENT and at the end of each event at which CONCESSIONAIRE is providing the CONCESSION, CONCESSIONAIRE shall remove its own personal property from the VENUES and shall be allowed one (1) day to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

J. Claims for Labor and Materials

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

K. Signs and Advertisements

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

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

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

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

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays on the PREMISES and in connection therewith, shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

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

L. Utilities

CONCESSIONAIRE shall be responsible for utility charges associated with the operation of the CONCESSION at the PREMISES, computed at 1.5% of gross sales (See Section 7.B). Such utility charges shall be on a monthly basis along with the Revenue Share payment as set forth in Section 7 of this AGREEMENT.

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

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

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

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

M. Vending Machines

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

N. Safety

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall

submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit D) - (see SECTION 17, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. Environmental Sensitivity

CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with RAP policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

P. Fund Raising Activities

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

Q. Community Outreach

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

R. Amplified Sound

No amplified sound is permitted by CONCESSIONAIRE, without prior approval from RAP.

S. Security

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

T. Quiet Enjoyment

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

U. Receipts

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

V. **Property Damage and Theft Reporting**

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

SECTION 6. HOURS / DAYS OF OPERATION

CONCESSIONAIRE shall offer bar and beverage services to the public only during the hours that the CONCESSION is requested and reserved by Renters through RAP for prearranged group events at a Venue.

CONCESSIONAIRE must provide a minimum of three (3) hours of service (not exceeding the contracted rental hours of the hall).

CONCESSIONAIRE must cease alcoholic service one (1) hour prior to the end of the event.

CONCESSIONAIRE shall be allowed to enter the PREMISES one (1) hour prior to event start time to set up and will be allowed to remain at the Venue one (1) hour after the event for clean up. Additional time to enter the PREMISES and set up for the event must be arranged through RAP's Park Services Office.

SECTION 7. MONTHLY RENTAL PAYMENT

Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by GENERAL MANAGER or not, may result in additional charges; however, any such use without the prior written approval of the GENERAL MANAGER shall also constitute a material breach of this AGREEMENT and is prohibited.

A. **Revenue Share**

As part of the consideration for the granting of the CONCESSION through this AGREEMENT, CONCESSIONAIRE shall pay to RAP monthly revenue sharing fees as follows:

Twenty (20%) of gross receipts produced from bar and beverage (alcoholic and non-alcoholic) sales.

B. **Payment Due**

Revenue Share and Utilities Fee (See Section 5.L) payments shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Revenue Report (Exhibit F) shall be addressed to:

City of Los Angeles
Department of Recreation and Parks
Attention: Concessions Division
P.O. Box 86328
Los Angeles, CA 90086

C. Gross Receipts Defined

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

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

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

13. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE'S employees or agents;

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

D. Monthly Revenue Reports

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. Late Payment Fee

Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary.

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

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

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

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

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

SECTION 8. ADDITIONAL FEES AND CHARGES

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements,

CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 7 hereof.

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

SECTION 9. INSURANCE

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit G); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit G).

SECTION 10. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the FACILITY or the public areas adjacent thereto, or in the streets or sidewalks adjoining the FACILITY, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the FACILITY other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the FACILITY;
6. Place any additional lock of any kind upon any window or interior or exterior door in the FACILITY, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the FACILITY, nor

refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the FACILITY, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;

7. Do or permit to be done any act or thing upon the FACILITY which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
9. Allow any sale by auction upon the PREMISES;
10. Permit undue loitering on or about the FACILITY;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 11. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars (\$5,000) ("Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

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

A. Agreement of Deposit and Indemnity

CONCESSIONAIRE unconditionally agrees that in the event of any default, RAP shall have full power and authority to use the Deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.

B. Maintenance of Deposit

Said Deposit shall be held by RAP during the entire term of the AGREEMENT.

C. Return of Deposit to CONCESSIONAIRE

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

SECTION 12. TAXES, PERMITS, AND LICENSES

A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.

B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 13. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering

of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 13, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 14. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three years thereafter.

A. Employee Fidelity Bonds

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

B. Cash and Record Handling Requirements

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

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

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

C. Method of Recording Gross Receipts

CONCESSIONAIRE must install a computerized point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be

capable of accepting credit and debit card payments; providing paper receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public. A receipt shall be offered to the patron for all transactions.

D. Annual Statement of Gross Receipts and Expenses

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

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

SECTION 15. REGULATIONS, INSPECTION, AND DIRECTIVES

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

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

B. Conformance with Laws

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES and FACILITY;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any

governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,

4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. Permissions

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

D. Right of Inspection and access to Concession

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

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

E. Control of Premises

RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the VENUE and grounds surrounding same, as may be determined by RAP.

F. Business Inclusion Program

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

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

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

G. First Source Hiring Ordinance

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

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

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

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

SECTION 16. SURRENDER OF POSSESSION

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

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

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option, and subject to agreement by RAP, surrender all or a portion of the works, structures, or other improvements to RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 17. NOTICES

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

Department of Recreation and Parks
Attention: Concession Unit
P.O. Box 86328
Los Angeles, CA 90086

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

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

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

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

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

Meg, Mettle & Moxie, Inc. dba Made by Meg
Attn: Megan Walker
234 S. Pacific Coast Highway, Suite 101
Redondo Beach, CA 90277

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

SECTION 18. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by this reference:

- A. Standard Provisions for City Contracts (Rev. 9.22) [v.1]
- B. Concession Special Event Venue List (Revision 9/7/2022)
- C. Proposal submitted by CONCESSIONAIRE
- D. Form General No. 87 "Non-Employee Accident or Illness Report"
- E. Special Occurrence and Loss Report
- F. Monthly Revenue Report
- G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- H. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- I. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- J. Schedule C, Final Subcontracting Report

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit G, 4) Exhibit B, 5) Exhibit C, 6) Exhibit D, 7) Exhibit F, and 8) Exhibit E.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: _____ DATE: _____
Jimmy Kim
General Manager

Meg, Mettle & Moxie, Inc. dba Made by Meg

BY: _____ DATE: _____
Megan Walker

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

**BAR AND BEVERAGE SERVICE CONCESSION
VENUE LIST
(Revision 9/7/2022)**

The City of Los Angeles Department of Recreation and Parks (RAP) owns and operates ten special event venues that are permitted for serving alcoholic beverages:

- Brand Park Community Center
15121 Brand Boulevard
Mission Hills, CA 91345

- Orcutt Ranch Horticultural Center
23600 Roscoe Boulevard
Wet Hills, CA 91304

- Grace E. Simons Lodge
1025 Elysian Park Drive
Los Angeles, CA 90012

- Friendship Auditorium
3201 Riverside Drive
Los Angeles, CA 90027

- Griffith Park Visitors Center Auditorium
4730 Crystal Springs Drive
Los Angeles, CA 90027

- Monticillo De Leo Politi (outdoor amphitheater area with picnic tables, "old lodge" area)
On Stadium between Scott Road & Academy Road, Los Angeles, CA 90012

- Pershing Square
532 S Olive Street
Los Angeles, CA 90013

- Cabrillo Beach Bath House
3800 Stephen M White Dr.
San Pedro, CA 90731

- EXPO Center - Exposition Park Rose Garden
3990 Bill Robertson Lane
Los Angeles, CA 90037

- EXPO Center - Ahmanson Senior Citizen Center (Ballroom)
3990 Bill Robertson Lane
Los Angeles, CA 90037

RAP reserves the right to close or add additional venue locations.

REQUEST FOR PROPOSAL



Bar and Beverage Service Concession (CON-F22-003)



A. Background and Experience

1. Cover Letter

- Proposing company's legal name: Meg, Mettle & Moxie, Inc. dba Made by Meg
- Type of business: S Corporation
- Key names, including title and position:
 - Megan Walker, President + Executive Chef, 310.999.8770, meg@mbmcatering.com
 - Kristina Gerbrandt, Director of Operations, 310.750.4007, kristy@mbmcatering.com
 - Angela Meade-Tatum, Senior Sales Manager, 310.750.3997, angela@mbmcatering.com
 - Heather Ramirez, Bar Program Manager, 949.784.9809, beverages@mbmcatering.com
 - Catherine Boll, Special Projects Coordinator, 310.862.2201, catherine@mbmcatering.com
- Name of main point of contact: Megan Walker
- Complete mailing address: 234 S Pacific Coast Highway, Suite 101, Redondo Beach, CA 90277
- Made by Meg confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.
- Financial information (bank statements, credit card history, etc.) contains sensitive and private information that needs to be protected from disclosure. This proposer will indemnify the City and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for it's or the City's refusal to disclose any information this proposer claims as copyrighted material, trade secrets or other proprietary information that is protected from disclosure to any person making a request therefore.

2. Minimum Qualifications

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

Proposals must contain ALL of the following:

2.1 Ownership Description

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

2.1.1 Address: 234 S Pacific Coast Highway, Suite 101, Redondo Beach, CA 90277

2.1.2 Length in business: 10 years and 3 months

2.1.3 Type: S Corporation

2.1.4 Size of company: 179 employees, \$5,994,251 annual gross revenue

2.1.5 Names of persons responsible for operations:

- Megan Walker, President + Executive Chef, 310.999.8770, meg@mbmcatering.com
- Kristina Gerbrandt, Director of Operations, 310.750.4007, kristy@mbmcatering.com
- Angela Meade-Tatum, Senior Sales Manager, 310.750.3997, angela@mbmcatering.com
- Heather Ramirez, Bar Program Manager, 949.784.9809, beverages@mbmcatering.com

2.1.6 Any pending mergers: none

2.1.7 Ownership information for all proposed subcontractors: none

2.2 Description of proposing entity's experience in and knowledge of bar and beverage service operations.

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

2.2.1 Description of similar current and past bar and beverage experience:

South Bay Lakers Facility - we are a subcontractor and exclusively cater the VIP Suites and hold the sole pouring rights.

2.2.2 Proposer's years of above experience: 3 years

2.2.3 Extent of any related experience: Official Super Bowl LVI Team Tailgate caterer

2.2.4 Additional information that demonstrates your qualifications: Made by Meg currently manages, operates and is the exclusive caterer at La Venta Inn and The Beach Housegt.

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

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

2.3.1 List of all contracts commenced and terminated, for whatever reasons, during most recent twelve (12) months, along with an explanation of the reasons for the termination: none

2.3.2 List of all contracts which terminated during 2019, 2020 and 2021, along with an explanation of the reasons for the termination: none

2.4 Current Operations

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

2.4.1 Employee hiring, training and promotion policies.

Made by Meg has a fulltime Staffing Coordinator who is conducting regular hiring interviews, utilizing our online platform, workstream.us. Employees can find our job postings through Indeed, Google, ZipRecruiter, Glassdoor, Jooble, Monster, Trovit, Recruit.net and many other job boards. Shifts are staffed through Nowsta, our online staff shift management database for scheduling.

Made by Meg offers online training courses that each employee is required to go through to complete the hiring process. Each course requires a passed test to advance. Onsite shadow training is also offered for up to three shifts in addition to watched trainings as a hands-on training component. Made by Meg requires RBS Certification compliance in accordance with the ABC for all Bartenders and Managers.

Promotion happens within the company as individuals are identified and given the opportunity to move up or step into a Captain, Bar Lead, Chef, or Management role based on their contribution to the company and expertise.

2.4.2 Methods and controls for accounting.

Made by Meg utilizes the catering software Total Party Planner (TPP) to manage individual events to the minute detail. For our financials we use the accounting software, QuickBooks. Additionally, we track sales revenue by using double-entry methods in two separate Excel spreadsheets, which help quickly identify any discrepancies. Every department is concerned with controlling their expenses in their respective areas, looking at historical spending, as well as peer review. For payroll, we use the national payroll provider, ADP. We follow GAAP methods, which allows us to create accurate reports for sales tax purposes, workers comp, and other compliance procedures.

2.5 References

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

2.5.1 Business References: Provide a minimum of three (3) references with whom you have conducted business to verify relevant past performance. Include names, addresses, email addresses, telephone numbers, and the scope of the business relationship.

- Official Super Bowl LVI Team Tailgate – Gia Bell, Party Planners West, Inc., giabell@ppwinc.com
310/305-1000 x113
- Great Plates – Silvia Hernandez, Workforce Development, Aging and Community Services,
shernandez@wdacs.lacounty.gov 213/738-2742
- South Bay Lakers Games - Megan Cooper, South Bay Lakers Game Entertainment, mcooper@la-lakers.com 310/343-3110

2.5.2 Financial References: Provide a minimum of three (3) references from banks or other financial institutions; include names, addresses, email addresses, telephone numbers, and the type of relationship (for example, checking/savings accounts, commercial loans, landlord, lessor, etc.)

- Landlord of 234 S PCH, Ste 101, RB 90278
John Katnik, Katnik Homes
116 S. Catalina Ave, #255
Redondo Beach, CA 90277
310-374-8148, john@katnikhomes.com
- Chase Bank, Chase for Business
Monica Buckingham - AVP, Business Relationship Manager
2121 Torrance Blvd., Torrance, CA 90501
310-350-6433, monica.buckingham@chase.com
- New HQ Mortgage Loan, Bank of the West
Mario A. Arteaga, Sr. Relationship Banker LA Beach Cities Region
19191 S. Vermont Ave., Suite 150 Torrance, CA 90502
310-800-9811, mario.arteaga@bankofthewest.com

2.6 Financial Capacity

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

2.6.1 Good Standing

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

Please refer to 2.7.1 below for bank statements and credit report

2.6.2 Amount of Investment Required

State the amount of investment you will require to provide services as proposed. This amount must include Start-Up Costs (Proposers must include a response to each proposal item listed below): \$11930

2.6.3 Amount of Investment to begin operations as proposed (to include): \$11930

Performance Deposit	\$3000
Inventory	\$1300
Equipment	\$5600
Operating Supplies	\$ 500
Improvements	\$ 500
Training	\$ 280
Others (list)	
<u>Van well check/tune up</u>	<u>\$ 750</u>
Total	\$11930

2.6.4 Source(s) of Funding

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

___ Indicate whether the proposed source of funding the above amount is cash reserves, financing from a commercial lender, other sources, or a combination thereof: cash reserves

___ Of the total amount required, indicate the amount that is to be funded through each source: 100% cash reserves

2.7 Financial Documentation

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

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

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

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



~~MMM 12 mos
bank statements...~~

Also find the Bank statements attached.

___ If proposing entity is a public corporation, include a letter signed by an officer of the company that represents that company's finance committee or other entity (executive committee, board of directors, etc.) that has the authority to approve the expenditures. Made by Meg is not a public corporation

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

___ Copies of current credit reports/ratings of the proposing entity. If private capital is to be used, provide copies of current credit reports/ratings of the person(s) whose funds are to be used ("Current" shall mean current as of June 2022 or later).



Also find the Bank statements attached.

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

___ A copy of an unconditional, formal letter of commitment from the lender(s); 2.7.3 Provide detailed documentation for any additional sources of funding. If no other sources of funding are to be used other than those already indicated, so state in your response to this section. None

3. Administrative Requirements – Please see RFP Exhibit B for Administrative Requirements.

Documents in Part I are to be submitted by ALL proposers. Please find all compliance documents attached.

1. Proposer's Signature Declaration and Affidavit (Section I.A of Exhibit C)

The document must be signed and notarized. Legal name(s) on all proposal documents and the resultant Contract must be consistent. Only the original notarized form is acceptable.

2. Disposition of Proposals (Section I.B of Exhibit C)

The document must be signed by an individual authorized to bind the proposer.

3. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Section I.C of Exhibit C). Please read instructions in Exhibit C.

4. Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)

Pages 1 through 6 of the document must be completed and submitted with the proposal.

Pages 1 and 6 must be signed by an individual authorized to bind the proposer.

5. Equal Benefits Ordinance Affidavit/First Source Hiring Ordinance (FSHO) (Section I.E of Exhibit C). Please read the instructions in Exhibit C.

6. Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) –

only if applying for an exemption (Section I.F of Exhibit C). Submittal of documents only required if the proposer is applying for an exemption to the ordinance requirements.

7. Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)

8. Municipal Lobbying Ordinance / Bidder Certification – City Ethics Commission (CEC) Form

50 (Section I.H of Exhibit C)

Please read the instructions in Exhibit C.

9. Prohibited Contributors – Compliance with Los Angeles City Charter Section 470(c)(12) - CEC

Form 55 - (Measure H) (Section I.I of Exhibit C)

Please read the instructions in Exhibit C.

10. Federal Tax ID Number and Form W-9 (Section I.J of Exhibit C)

Complete and submit an original Form W-9 with your proposal. The name on the W-9 must match the proposer’s legal business name, as listed on the Proposer’s Signature Declaration and Affidavit.

11. Iran Contracting Act of 2010 Compliance Affidavit (Section I.K of Exhibit C)

Please complete, sign, and submit the form with the proposal.

12. Pro-Forma Template (Exhibit D) attached

13. Financial Offer Form (Exhibit E) attached

14. Terms and Conditions Acceptance Form (Exhibit F) attached

4. Proposal and Performance Deposits

All proposals must include a Three Thousand Dollar (\$3,000.00) Proposal Deposit, per proposal, in the form of a cashier’s check only, payable to the City of Los Angeles. This amount shall be payable as a guarantee that the selected proposer will enter into an Agreement with RAP.

PROPOSAL DEPOSIT

As part of the required proposal submission items, proposal deposits must also be received no later than 1:00 P.M. on September 20, 2022. Proposers must make arrangements with the RAP Board Office to drop off proposal deposit Monday – Friday, 8:00 AM – 5:00 PM at 221 N. Figueroa St, Suite 300, Los Angeles 90012. Please send an email to: rap.commissioners@lacity.org. to arrange and confirm a day and time to drop off deposit.

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

We have sent our \$3000 proposal deposit for the Bar and Beverage Service Concession RFP (CON-F22-003) via Fed Ex. The tracking number is 777932868189. Estimated delivery: Friday, September 16, 2022 by 10:30 AM

B. Business Plan

Proposers must list all equipment that they will provide, including but not limited to bar and beverage equipment, point of sale systems, and credit/debit card machines. The Concessionaire will maintain all of their equipment and RAP's portable bars in good working condition throughout the term of the Agreement.

Equipment

Portable bars

Square terminals for payment (including cash drawer)

Bar tools – garnish jars, shakers, stir spoons, pour bottles, paper straws & napkins

Reusable plastic 'glassware'

Décor for bar

See attached MBM Bar Service Manual for more detail and pictures of uniforms, bars and other equipment

Proposals must include menus and pricing along with pre-set package options including a package for price-sensitive event hosts. Alcoholic beverages must not be diluted for the purpose of "stretching" it further.

Please see attached bar menus and packages

Made by Meg agrees to comply with all CITY and County of Los Angeles Department of Public Health directives, and California Department of Alcoholic Beverage Control regulations. We will maintain all permits and licenses for operating the concession throughout the term of the Agreement.

The Business Plan must describe how the Proposer will meet the Objectives stated in Section II of this RFP.

Section II

Made by Meg is excited to provide bar and beverage services on a year-round basis at RAP SEV, while following California Alcoholic Beverage Control (ABC) guidelines. We will offer a variety of branded and generic alcoholic beverages, along with a variety of nonalcoholic beverages, at competitive prices and with varied options.

Please see attached bar menus and packages

Our trained staff will provide high-quality, friendly, and professional service at reasonable market prices to meet the needs and expectations of the City, event hosts and guests. We will use Square POS to minimize wait times. When it's busy it's *all hands on deck!*

Made by Meg is purchasing smallwares, decor and portable bars in order to create an attractive and inviting bar offering.

We are aware of the beautiful diversity that makes up Los Angeles! We are excited to meet the special needs of the communities that the concession and venues serve.

The MBM team are experts in marketing! As one of the preeminent wedding and event caterers in LA, we have an extensive network of wedding planners and influencers — and we have an enormous social media presence that we are skilled at leveraging. We create constant social media content, sponsor and attend networking events, hold customized launch celebrations and conduct epicurean event tastings to increase business. One of our most effective selling tools is our exclusive Made by Meg Venue Book, which is used by all of our social media followers and wedding planner network groups. Exclusive venues have preferential placement in our venue book.

Link to 2022 Venue Book: [FINAL MBM 2022 PRINT Preferred Venue Book.pdf \(dropbox.com\)](#)

All inquiries will go through our highly trained sales team to guarantee a seamless experience for clients with a 24-hour response time. From that initial consultation forward, our team will guide clients seamlessly through every step of the process to make a memorable experience. Once booked our team will notify RAP staff of all events and work together in the preparation of events. We will work in partnership with RAP staff and event security during events as unforeseeable circumstances arise. MBM will collect all fees due from the client and remit monthly to RAP; revenue share payment, utilities fee and monthly revenue report.

As part of our Bar Management protocol (described in more detail in the attached [MBM Bar Service Manual](#)) the Made by Meg team will:

- Maintain the cleanliness and appearance of the venue's portable bars and surrounding service area to the satisfaction of RAP
- Provide trained staff to diligently check identifications to ensure alcohol is not served to minors
- limit/restrict alcohol service when a person is suspected to be intoxicated
- provide excellent customer service
- Ensure RAP's portable bars are used with care, emptied and cleaned after each event.
- Remove all trash generated by the bar and beverage service (bottles, cans, cups, stir sticks, fruit discards, used napkins, box trash, etc.). Recycle materials. City dumpsters at each facility may also be used.
- Collect all fees due from the client
- Remit monthly to RAP revenue share payment, utilities fee, and monthly revenue report

C. Management and Operations Plan

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

C.1 Staffing Plan

Below is an organization list identifying all key personnel and their functions.

Kristina Gerbrandt - Director of Operations - manages MBM business. When inquiries come in they go through **Angela Meade-Tatum's** sales team. She is the Senior Sales Manager. Once an event is booked an 'order' goes to **Heather Ramirez** - Bar Program Manager and **Donna Rickerd** – Staffing Manager. Before the event **Ivan Estrada** – Equipment Manager – packs equipment and loads the van according to the 'order'.

- Staff schedules illustrating proposed coverage during all operating hours, including part-time and full-time staff.

MBM Headquarters operates with 27 full-time employees Monday through Saturday 9:00am – 5:30pm. Different positions are scheduled throughout the hours of operations to ensure coverage. Calls are routed through our auto attendant and leads/inquiries are distributed and attended to during off hours as well.

Our headquarters is made up of equipment packers, chefs, cooks, a beverage manager, a receptionist admin, a full sales team, financial controller, finance administrator, marketing coordinator, an operations department of staff and additional support staff.

Our Café is open to the public Tuesday through Saturday during the lunch hours.

Event staff assign their availability through Nowsta, our online staffing portal, and are requested for shifts based on their availability. We have over 250 part-time employees to pull from for events and when extra support is needed on site at our headquarters or at our private venue.

- Description of staff uniforms and/or attire standards which will be subject to approval by RAP prior to commencement of operations.

Our staff uniforms are black collared button up shirt, black slacks & black shoes

C.2 Customer Service Plan

- Customer service goals and policies.

MBM ensures every client request is responded to promptly with a call and an email. Every client or guest is handled with professionalism and kindness. It is our policy to get a proposal of service out in response to an inquiry within 24 hours. We take hospitality seriously and utilize employee training and cultural instruction to ensure our clients are well taken care of.

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

Customer complaints are handled with care. If there is something the assigned Sales Team member cannot handle, the Director of Operations will take a call with the client to collect the information and offer a plan to rectify the situation. These rarely happen, but when they do, we are committed to dealing fairly with clients to ensure they are heard and will allow us to be of service again in the future. The company owner will approve any refunds or credits issued in response to a complaint or misstep in service.

We have a Sales Manager in place overseeing our sales team to check and offer expertise in creating a thorough service plan. Our staffing coordinator reports to our director of operations to report and oversee all event employees who are in contact with clients and guests on site at events. Checks and balances and training prevent issues and create a standard of service that employees adhere to.

- Speed of service guidelines.

Service staff are trained to adhere to the set timeline developed between the client and the sales team member. Service needs to be adjusted based on the guest count and Staff Captains are trained to be aware of crowds and have techniques they implement to move guests through lines and create new service avenues when needed.

- Quality assurance program.

MBM has a high level of quality that our employees are trained into. We are a high touch hospitality organization that goes a step above to ensure the highest quality of service and guest experience. We take great pride in the service and the commitment we give to our venues and clients.

- Customer guarantees, exchange or refund policies.

Our customers are guaranteed to receive the services they are contracted to receive. Cancellation policies, date change policies and clauses to ensure refunds when necessary are addressed in our contract of service that is given and entered into with every client.

- List credit/debit cards that will be accepted. RAP requires that concessionaires accept Visa, MasterCard, American Express, and Discover without minimum charge requirements for cash bar service. Acceptance of bank debit cards affiliated with the required credit cards is also required.

Made by Meg uses Square terminal readers that accept all US-issued, Canadian-issued, and most internationally issued cards that bear the logo for Visa, MasterCard, American Express, JCB or Discover. Visa or MasterCard co-branded debit cards are also accepted.

C.3 Employee Training

- Describe training or education programs that will be provided to employees.

Employees are required to go through online company training videos and tests before working a shift with MBM. These trainings address company culture, service plans and styles, company policies, specific duty training and specific software usage instructions for receiving event shifts. Tests follow each section and employees must pass the tests to become certified MBM service staff, bartenders, chefs, cooks or Staff Captains.

Bartenders and Managers are required to be RBS Certified and registered through the Alcoholic Beverage Control according to MBM standards and in accordance with Federal regulations to serve Alcohol safely.

- Describe any motivational programs and/or employee incentives.

Employees are rated through our online staffing portal, Nowsta, by their managing staff captains in order to increase the amount of shifts offered to them and reward them for their contributions to the company. Employees are also given promotional advances when they are recognized as management material or someone who shows a high level of responsibility.

Employees are recognized for significant circumstances through our company wide newsletter and celebrated well.

MBM provides tipping pools and company events to enhance comradery and foster the team dynamic that directly effects the client experience.

- Describe local recruitment plans and sources of non-management labor.

MBM is recruiting constantly through our online portal, workstream, which posts positions to job boards such as Indeed, ZipRecruiter, Jooble, Monster, Talent.com, Recruit.net, Trovit, etc. These submissions are vetted and responded to promptly and interview are scheduled.

Monthly interview dates are hosted and service staff are onboarded as employees based on experience and their ability to meet the requirements set forth for the position.

C.4 Onsite Operation Plan

- Provide a plan to handle deliveries, set up, trash removal and recycling.

MBM handles a high volume of deliveries from our distributors, regularly sets up for events in a standardized way to ensure ease of service and flow of the event. Trash removal can be handled by our drivers. If an excess of trash will be incurred, MBM utilizes a trash company to pick up trash from events for a fee.

MBM does recycle and separate bottles onsite with separate containers if requested by the client.

Onsite trash is utilized first at events. All bags are double bagged to ensure drippage is minimized and venues are cared for well. Trash that does not fit inside a receptacle will be removed by our drivers to keep animals from accessing the trash.

- Describe event clean up protocol including portable bar belonging to RAP.

MBM staff consolidate equipment and product and remove all items in our labeled crates and containers. No product is ever left unsupervised as we are dealing with a controlled substance. MBM staff understands that all product is the property of MBM and cannot be given out at the close of the event or served after the hours of service commence.

Portable bars are folded and loaded into our vans carefully and a back brace is used when there are not two people available to load. Portable bars belonging to RAP are cleaned and returned to their original location.

Ice is scored in a drain on the street or when there is a designated area approved to do so.

Scullery slosh buckets with excess liquids are strained to remove chunks and emptied if there is an appropriate place to do so onsite. If not, they are double wrapped to transport back to our headquarters.

C.5 Sustainability

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

Made by Meg is committed to sustainability! To that end we'd like to propose using:

- reusable plastic 'glassware'
- wood/bamboo toothpicks
- paper straws
- undyed natural napkins
- water dispensers

Our employees have been trained on recycling and composting. All non-contaminated paper, aluminum, glass and plastic will be recycled as part of our cleanup protocol. We will compost when compost collection bins are available.

In conclusion

Made by Meg would be thrilled to be a part of the City of Los Angeles Bar and Beverage Concession! As a local woman-owned business we offer delicious drinks & food and equitable business & hiring practices supported by excellent hospitality. We are an inventive company with a proven range of execution, vast experience, deep community roots, extensive resources and dynamic social media presence.

We are eager to collaborate with LA RAP to celebrate the culture of Los Angeles through events in the parks. We will provide beautiful bar set-ups and artisan bartenders that will take the Los Angeles Bar and Beverage Concession to another level as part of the LA community!



COMPLIANCE DOCUMENTS

- Proposer's Signature Declaration and Affidavit
- Disposition of Proposals
- Nondiscrimination, Equal Employment Practices and Affirmative Action
- Contractor's Responsibility Ordinance Statement
- Equal Benefits Ordinance Statement (EBO)/First Source Hiring Ordinance
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance
- Business Inclusion Program Requirements (BIP)
- Municipal Lobbying Ordinance/Bidder's Certification – CEC Form 50
- Prohibited Contributors – CEC Form 55
- Federal Tax ID Number and Form W-9
- Iran Contracting Act of 2010 Compliance Affidavit
- Financial Offer Form
- Terms and Conditions Acceptance Form

Bank Statements

Credit Report

Made by Meg Bar Service Packages

Made by Meg Bar Service Manual

COMPLIANCE DOCUMENTS

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, Megan Walker

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

President

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

is of Meg, Mettle & Moxie Inc.

(Name of firm / business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA
COUNTY OF Los Angeles

Subscribed and sworn to before me this 15th day of

September/2022
(Month / Year)

[Signature]
(Notary Public)

[Signature]
(Signature)

PRESIDENT
(Title)

September 15, 2022
(Date)

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

**SEE
ATTACHED**

CALIFORNIA JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }

COUNTY OF Los Angeles }

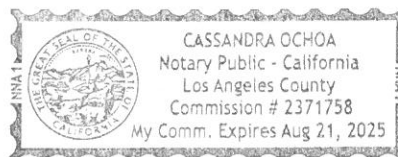
Subscribed and sworn to (or affirmed) before me on this 15 day of September, 2022
Date Month Year

by Megan Walker

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: *Co So*
Signature of Notary Public



Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit To Accompany Proposals

Document Date: September 15, 2022

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Disposition of Proposals

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

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

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

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

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



Signature of person authorized to bind proposer

09/01/2022

Date

SECTION C

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

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

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

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

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

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

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

INSTRUCTIONS:

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

We agree to adhere to these programs.

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Recreation & Parks	Stanley Woo	213.202.5670
City Department/Division Awarding Contract	City Contact Person	Phone
CON-F22-003	Bar and Beverage Concession	
City Bid or Contract Number (if applicable) and Project Title		

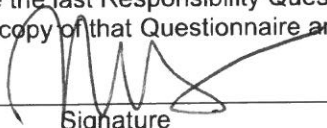
BIDDER/CONTRACTOR INFORMATION

Meg, Mettle & Moxie Inc. (Made by Meg)			
Bidder/Proposer Business Name			
234 S. Pacific Coast Hwy Suite 101	Redondo Beach	CA	90277
Street Address	City	State	Zip
Megan Walker, President	310.999.8770		310.356.3153
Contact Person, Title	Phone		Fax

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

Megan Walker, President		09/01/2022
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 98

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: 06 / 18 / 2012 State of incorporation: CA

List the corporation's current officers.

President: Megan Walker

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

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

Limited Liability Company: Date of formation: / / State of formation:

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: / / State of formation:

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: / /

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

Joint Venture: Date formed: / /

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

Yes No

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

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

Yes No

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

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 15 Years.

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

Yes No

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

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

Yes **No**

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

Yes **No**

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

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

Yes **No**

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

G. COMPLIANCE

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

Yes **No**

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

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

Yes **No**

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

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

Yes No

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

H. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

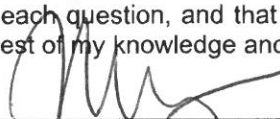
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

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

Megan Walker, President

Print Name, Title



Signature

09/06/2022

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page 1

C. Ownership and Name Changes

4. The name of the corporation or partnership that actually holds the license: Meg, Mettle & Moxie Inc.

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page 1

E. Performance History

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

We held the Great Plates Contract to provide meals for the elderly as an emergency relief project during the Covid-19 Pandemic, sponsored by the state of California in conjunction with Los Angeles County and the City of Los Angeles.

9. List all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years. . .

We held the Great Plates Contract to provide meals for the elderly as an emergency relief project during the Covid-19 Pandemic, sponsored by the state of California in conjunction with Los Angeles County and the City of Los Angeles.

City of Los Angeles

Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
 Phone: (213) 847-2625 E-mail: bca.eeoc@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

RAMP Id: 38342 EIN/TIN: 461751632
 Company Name: MEG, METTLE & MOXIE, INC.
 Company Address: 234 S Pacific Coast Highway Suite 101
 City: Redondo Beach State: CA Zip: 90277
 Contact Person: Megan Walker Phone: 3109998770 E-mail: meg@meghall.com
 Approximate Number of Employees in the United States: 179
 Approximate Number of Employees in the City of Los Angeles: 55

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

1. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
2. The Contractor's operations 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 the property is connected to a Contract with the City and
3. 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.

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."

SECTION 5. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date) __.
- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution. As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below. During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Megan Walker, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Megan

First name

Walker

Last name

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contract Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

INSTRUCTIONS:

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

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

No exemption is claimed.

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


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

Project Title	Bar and Beverage Concession	CON-F22-003
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Proposer Meg, Mettle + Moxie Inc dba Made by Meg	Address 234 S. Pacific Coast Hwy, Suite 101 Redondo Beach, CA
Contact Person Megan Walker	Phone/Fax 310 999 8770

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
N/A				

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	



 Signature of Person Completing this Form

Megan Walker.

 Printed Name of Person Completing this Form

President 9/15/22

 Title Date

MUST BE SUBMITTED WITH PROPOSAL

Bar and Beverage Service

View Summary Sheet with only responses | [Print](#)

BIP Outreach Summary

NAICS Work Areas		Minimum Requirements		Number of Certified and Other Firms Contacted Per Work Area										
Code	Description	Required	Made	MBE	WBE	SBE	EBE	DVBE	OBE	DBE	SLB	LBE	LGBT	LTE
424810	Beer and Ale Merchant Wholesalers	1	1	0	0	0	0	0	1	0	0	0	0	0
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers	1	2	1	1	0	0	0	1	1	0	0	0	0
541211	Offices of Certified Public Accountants	22	22	7	9	2	2	0	12	3	0	3	0	0
812331	Linen Supply	5	6	1	1	0	0	0	5	1	0	1	0	0
541214	Payroll Services	17	22	7	9	2	2	0	12	3	0	3	0	0

In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the RAMP's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

BIP Supporting Documents

Uploaded	File Name	Notes
No documents uploaded.		

Bids Submitted by Sub-Contractors

No Sub-Contractors bid has been submitted.

Prime Contractor Summary

Company Summary

Vendor ID:	38342	Tax ID:	461751632
Name:	MEG, METTLE & MOXIE, INC.	BTRC:	

Address: 234 S Pacific Coast Highway Suite 101
Redondo Beach, CA 90277
USA

Phone 310-999-8770

Fax 310-356-3153

Certs: SBE(Proprietary)
OBE

Company Staff

Name	E-mail	Phone	Fax	Title
Catherine Boll	catherine@mbmcatering.com			
Megan Walker	meg@meghall.com		310-356-3153	
Lauren Tatum	ltatum@meghall.com	310-999-8770		Event Manager

BIP Outreach Submission Checklist

- You must perform your BIP outreach by **9/6/2022, 12:00 AM**, at which point you will no longer be able to contact subs and have it count towards your BIP.
- This Summary Sheet must be completed by **9/21/2022, 04:30 PM**, at which point you will no longer be able to edit this form and it will be considered final.
- Where possible, outreach to DBEs, DVBEs, EBEs, LBEs, MBEs, SBEs(LA), SLBs, and WBEs in each of the required areas of work
- You may want to outreach and list LBEs to take advantage of the Local Bid Preference
- List ALL potential subcontractors/suppliers with whom the Bidder has had contact regarding this project and/or ALL those who have submitted sub-bids
- Make sure all subcontractors/suppliers listed on the Bidder's Summary Sheet have the following complete information:
 - ALL of the responses and/or bids received (to include the exact work to be performed/materials purchased for the included bid-listed amount), and that the subbid is unaltered by the Prime
 - That all "verbal" subbids are substantiated with hard quotes;
 - Summary Sheet: the exact name of the subcontractor/supplier who submitted the bid;
 - Summary Sheet: does the dollar amount of the subbid match the subbid amount and the bid-listed amount (if applicable);
 - That a brief reason is given for selection/non-selection of a subcontractor/supplier;
 - That the subcontractor (or Prime)/supplier is selected for every work area;
 - That the "incomplete" subbids were clearly defined as to why they were considered incomplete;
- This Summary Sheet was created on 8/30/2022, 03:21 PM by Megan Walker and last saved on 8/31/2022, 09:57 AM by Megan Walker

BIP Summary Sheet

Subcontractors	Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection
424810: Beer and Ale Merchant Wholesalers				
53. Power Tool and Supply, Inc. 3307921487 OBE [o]	8/30/2022		No Response	
424820: Wine and Distilled Alcoholic Beverage Merchant Wholesalers				
51. Heritage Link Brands, LLC 8883609463 MBE WBE DBE [o]	8/31/2022		No Response	

52.	Super Glou, LLC 9176931818 OBE [o]	8/31/2022	No Response
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541211: Offices of Certified Public Accountants

29.	NUNEZ & ASSOCIATES, INC. 714-525-8500 MBE WBE SBE(LA) EBE DBE VSBE(Harbor) SBE(Proprietary) LBE(Harbor) [o]	8/31/2022	No Response
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30.	SYNERGY ACCOUNTING SOLUTIONS 310-291-5201 OBE [o]	8/31/2022	No Response
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31.	Pollack & Andreassen, Inc. 310-770-2391 OBE [o]	8/31/2022	No Response
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32.	Simpson and Simpson, CPAs 2137366664 LBE(LA) OBE [o]	8/31/2022	No Response
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33.	CLIFFORD R. BENN, CPA (310) 631-8145 OBE [o]	8/31/2022	No Response
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34.	Kiyohara & Takahashi 323-278-1300 OBE [o]	8/31/2022	No Response
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35.	Macias Gini & O'Connell LLP 3102773373 LBE(LA) OBE [o]	8/31/2022	No Response
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36.	Paradigm Payroll Services LLC 3107928696 MBE WBE DBE LBE(Harbor) [o]	8/31/2022	No Response
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37.	DDC FINANCIAL INC 5623363190 OBE [o]	8/31/2022	No Response
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38.	Catherine S Romero 310-740-7529 OBE [o]	8/31/2022	No Response
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39.	Master Key Creative Group LLC 713-492-6313 OBE [o]	8/31/2022	No Response
40.	Southland HR Services, LLC 5626323294 MBE SBE(LA) EBE VSBE(Harbor) SBE(Proprietary) LBE(Harbor) [o]	8/31/2022	No Response
41.	GYM ASSOCIATES 3104880276 MBE WBE [o]	8/31/2022	No Response
42.	Empress Business Services L.L.C. 2139104580 MBE WBE [o]	8/31/2022	No Response
43.	Arroyo Advisors 2139497272 OBE [o]	8/31/2022	No Response
44.	Sheridan CPA 2133303350 OBE [o]	8/31/2022	No Response
45.	360 Total Concept 323-301-3260 OBE [o]	8/31/2022	No Response
46.	Ziba Soroudi, CPA 310-458-9850 WBE LBE(Harbor) [o]	8/31/2022	No Response
47.	Collins & Company CPA 8773239768 MBE WBE [o]	8/31/2022	No Response
48.	Zuehls, Legaspi & Company 213-972-4033 WBE [o]	8/31/2022	No Response
49.	Aviva Spectrum 4246250241 WBE LBE(Harbor) [o]	8/31/2022	No Response
50.	Joseph Management Inc 7142257705 MBE WBE DBE LBE(LA) [o]	8/31/2022	No Response

1.	LA Towel & Linen Service 3106735060 LBE(LA) OBE [o]	8/31/2022	No Response
2.	A UNIFORM COMPANY 6262053860 MBE WBE DBE [o]	8/31/2022	No Response
3.	A and M Uniforms, Inc. 310-394-6400 OBE [o]	8/31/2022	No Response
4.	Medico Professional Linen Service 800-464-6334 OBE [o]	8/31/2022	No Response
5.	Kleen Kraft Services 3237267676 OBE [o]	8/31/2022	No Response
6.	Juanita Diamond 7473448592 OBE [o]	8/31/2022	No Response

541214: Payroll Services

7.	NUNEZ & ASSOCIATES, INC. 714-525-8500 MBE WBE SBE(LA) EBE DBE VSBE(Harbor) SBE(Proprietary) LBE(Harbor) [o]	8/31/2022	No Response
8.	SYNERGY ACCOUNTING SOLUTIONS 310-291-5201 OBE [o]	8/31/2022	No Response
9.	Pollack & Andreassen, Inc. 310-770-2391 OBE [o]	8/31/2022	No Response
10.	Simpson and Simpson, CPAs 2137366664 LBE(LA) OBE [o]	8/31/2022	No Response
11.	CLIFFORD R. BENN, CPA (310) 631-8145 OBE [o]	8/31/2022	No Response

12.	Kiyohara & Takahashi 323-278-1300 OBE [o]	8/31/2022	No Response
13.	Macias Gini & O'Connell LLP 3102773373 LBE(LA) OBE [o]	8/31/2022	No Response
14.	Paradigm Payroll Services LLC 3107928696 MBE WBE DBE LBE(Harbor) [o]	8/31/2022	No Response
15.	DDC FINANCIAL INC 5623363190 OBE [o]	8/31/2022	No Response
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21.	Arroyo Advisors 2139497272 OBE [o]	8/31/2022	No Response
22.	Sheridan CPA 2133303350 OBE [o]	8/31/2022	No Response
23.	360 Total Concept 323-301-3260 OBE [o]	8/31/2022	No Response

24.	Ziba Soroudi, CPA 310-458-9850 WBE LBE(Harbor) [o]	8/31/2022	No Response
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27.	Aviva Spectrum 4246250241 WBE LBE(Harbor) [o]	8/31/2022	No Response
28.	Joseph Management Inc 7142257705 MBE WBE DBE LBE(LA) [o]	8/31/2022	No Response

Prime Contractors	Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection
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72251: Restaurants and Other Eating Places

722410: Drinking Places (Alcoholic Beverages)

722320: Caterers

722330: Mobile Food Services

Extended List	Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection
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Other Work Areas

LEGEND

- Listed sub has been selected by the prime to work on this opportunity.
- [o] Outreach was sent by the prime to the sub. Click the link for details. Contact will count towards your outreach goals.
- [s] Sub self-submitted their quote to the prime. Contact will count towards your outreach goals.
- [p] Prime manually added the sub to the sheet. Contact will not count towards your outreach goals.
- Company already listed under a previous work area.

CERTIFICATIONS

- DBE: Disadvantaged Business Enterprise
- DBE(LAWA): Disadvantaged Business Enterprise LAWA
- DVBE: Disabled Veteran Business Enterprise
- EBE: Emerging Business Enterprise
- LBE: Local Business Enterprise
- MBE: Minority-Owned Business Enterprise
- SBE: Small Business Enterprise (Los Angeles)
- LGBTBE: LGBT Business Enterprise
- SLB: Small Local Business
- WBE: Women-Owned Business Enterprise
- LTE: Local Transitional Employer



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mall Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number: CON-F22-003	Awarding Authority (Department): Department of Recreation & Parks
---	---

Name of Bidder: Meg, Mettle & Moxie Inc. (Made by Meg)	Phone: 310.999.8770
--	-------------------------------

Address:
234 S. Pacific Coast Hwy Suite 101 Redondo Beach, CA 90277

Email:
meg@mbmcatering.com; catherine@mbmcatering.com; kristy@mbmcatering.com

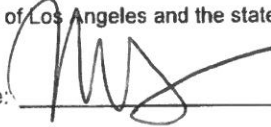
CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: 09/06/2022

Signature: 

Name: Megan Walker

Title: President

Los Angeles Administrative Code § 10.40.1


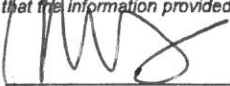
- (h) **"City Financial Assistance Recipient"** means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized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

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

Los Angeles Administrative Code § 10.37.1

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

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

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i>		
<input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Reference Number (bid or contract number, if applicable): CON-F22-003	Date Bid Submitted:	
Description of Contract (title of RFP and services to be provided): Bar and Beverage Concession		
City Department Awarding the Contract: Department of Recreation and Parks		
BIDDER INFORMATION Name: <u>Meg, Mettle & Moxie Inc. (Made by Meg)</u> Address: <u>234 S. Pacific Coast Hwy Suite 101 Redondo Beach, CA 90277</u> Email: <u>meg@mbmcatering.com</u> Phone: <u>310.999.8770</u>		
SCHEDULE SUMMARY Please complete all three of the following:		
1. SCHEDULE A — Bidder's Principals (check one) <input checked="" type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required). <input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.		
2. SCHEDULE B — Subcontractors and Their Principals (check one) <input checked="" type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required). <input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.		
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): <u>2</u>		
BIDDER'S CERTIFICATION I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.		
Date: <u>09/06/2022</u>	Signature: 	
Name: <u>Megan Walker</u>		
Title: <u>President</u>		



Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
(213) 978-1960
ethics.lacity.org

Prohibited Contributors (Bidders) Form 55

SCHEDULE A — BIDDER'S PRINCIPALS

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

Check this box if additional Schedule A pages are attached.

Name: Megan Walker Title: President

Address: 234 S. Pacific Coast Hwy Suite 101 Redondo Beach, CA 90277

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Name: _____ Title: _____

Address: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
MEG, METTLE & MOXIE, INC.

2 Business name/disregarded entity name, if different from above
Made by Meg

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Other (see instructions) ▶ _____

C Corporation

S Corporation

Partnership

Trust/estate

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
234 S. Pacific Coast Highway, Suite 101

6 City, state, and ZIP code
Redondo Beach, CA 90277

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

4	6	-	0	6	1	8	7	6	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

DocuSigned by:
Megan Walker

Signature of U.S. person ▶

Date ▶ 2/16/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT
 (California Public Contract Code Sections 2200-2208)

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

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

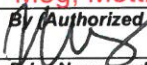
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

OPTION #1: CERTIFICATION

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

<i>Vendor Name/Financial Institution (printed)</i> Meg, Mettle & Moxie Inc. dba Made by Meg		<i>BTRC (or n/a)</i> n/a
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Megan Walker, CEO		
<i>Date Executed</i> 9/20/2022	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

FINANCIAL OFFER FORM

Monthly Concession Fee Commitment

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

YEAR ONE:

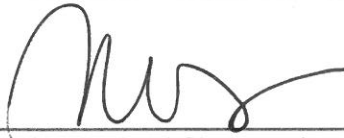
CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Non-alcoholic beverage sales	Fifteen percent (15%)	twenty percent (20%)
Alcoholic beverage sales	Fifteen percent (15%)	twenty percent (20%)
Other (define)	Fifteen percent (15%)	(%)

COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR

Indicate the year(s): _____ (Answer years 2-5 or year 2*)

*Copy this form if you wish to propose different percentages for years 3-5.

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Non-alcoholic beverage sales	Fifteen percent (15%)	(%)
Alcoholic beverage sales	Fifteen percent (15%)	(%)
Other (define)	Fifteen percent (15%)	(%)

Prepared By:  Megan Walker.
 (Authorized Signature) (Print Name)

Meg, Mettle + Moxie Inc. dba Made by Meg
 (Company Name) (Title)

Date: 9/15/22

DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
BAR AND BEVERAGE SERVICE CONCESSION

TERMS AND CONDITIONS ACCEPTANCE FORM

Proposing Entity: Meg Mettle + Moxie Inc. dba Made by Meg
(Complete legal name/include DBA if applicable)

Entity Address: 234 S. Pacific Coast Highway, Suite 101

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

Contact Name: Megan Walker

Contact Telephone: 310 999 8770

Contact Fax: 310 356 3153

Email Address: meg@madebymegcatering.com

Redondo
Beach, CA
90277


Authorized Signature

9/15/22
Date

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

Instructions:

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

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

MADE BY MEG BAR SERVICE PACKAGES

Made by Meg Bar Service Menus



MADE BY
MEG



California Poppy Package (beer & wine) \$16 per person

Noble Vines Pinot Noir and Sauvignon Blanc

Firestone 805, Bud Light, Modelo, White Claw

Coke, Diet Coke, Sprite, Club Soda

Orange, Grapefruit, Pineapple & Cranberry Juices, Ice Water

Four hours hosted bar for up to 50 guests; this includes 1 bartender. 50 person minimum.

Extra fee is \$3.50 per person per hour after 4 hours. Extra bartender fee is \$50 per hour for each increment of 50 people (over the initial 50 people)

Sandy Beach Package (well) \$19 per person

Noble Vines Pinot Noir and Sauvignon Blanc

Firestone 805, Bud Light, Modelo, White Claw

Smirnoff Vodka, Smirnoff Vodka Zero Sugar Infusion, Sauza Silver Tequila, Cruzan Rum, Seagrams 7 Whiskey, Gordons Gin, Christian Brothers Brandy, Triple Sec, Peach Schnapps, Apple Pucker

Coke, Diet Coke, Sprite, Club Soda and Orange, Grapefruit, Pineapple & Cranberry Juices

Mixers & Ice Water

Four hours hosted bar for up to 50 guests; this includes 1 bartender. 50 person minimum.

Extra fee is \$4.00 per person per hour after 4 hours. Extra bartender fee is \$50 per hour for each increment of 50 people (over the initial 50 people)

Ocean Breeze Package (premium) \$25 per person

Noble Vines Pinot Noir, Merlot, Chardonnay and Sauvignon Blanc

Firestone 805, Bud Light, Modelo, Stella Artois, White Claw

Titos Vodka, Smirnoff Vodka Zero Sugar Infusion, Hornitos Silver Tequila, Bacardi Rum, Malibu Rum, Jack Daniels Whiskey, Beefeater Gin, Glenlivet 12yr Scotch, Presidente Brandy, Triple Sec, Peach Schnapps, Apple Pucker

Coke, Diet Coke, Sprite, Club Soda and Orange, Grapefruit, Pineapple & Cranberry Juices

Mixers & Ice Water

Four hours hosted bar for up to 50 guests; this includes 1 bartender. 50 person minimum.

Extra fee is \$4.50 per person per hour after 4 hours. Extra bartender fee is \$50 per hour for each increment of 50 people (over the initial 50 people)

Palisades Package (cash bar)

Noble Vines Pinot Noir, Merlot, Chardonnay and Sauvignon Blanc Wines \$8

Firestone 805, Bud Light, Modelo, Stella Artois, Heineken, White Claw \$6 -\$7.50

Well Mixed Drinks \$7

Premium Mixed Drinks \$9

Assorted sodas \$3

Juices \$5

Complimentary Ice Water

Bar set up fee is \$695 for up to 50 guests for 4 hours; this includes 1 bartender. 50 person minimum.

Extra fee is \$150 an hour after 4 hours. Extra bartender fee is \$50 per hour for each increment of 50 people (over the initial 50 people)

M A D E B Y

MEG

MADE BY MEG BAR SERVICE MANUAL

MADE BY

MEG

BAR SERVICE MANUAL

Inventory & Process Controller

Beverage Controller

Master Inventory Stock List

MBM Standard Bar Packout Procedures

MBM Standard Bar Check In Procedures

Bar Lead Job Description

Bar Captain Responsibilities

Bar Service Protocol

MBM Bar Setup

INVENTORY & PROCESS CONTROLLER

Roles & Responsibilities

- Be aware of all product ordering time frames
- Receive weekly inventory stock list from Controller and adjust the Master Inventory Stock List
- Anticipate and order product needed through our supplier to keep shelf stock at a determined standard level. All orders must be submitted for preapproval.
- As an event is confirmed, fill out an ABC 218 Form and complete this process to secure a permit within the appropriate time frame.
- As events are confirmed, enter quantity product notes into the internal notes of each bar package quoted with the headcount these quantities are based on noted (use the standard quantity calculator to determine what to send)
- Generate a Bar Package Worksheet and indicate quantities to pull under each category for the Beverage Controller

MBM BEVERAGE CONTROLLER

Roles & Responsibilities

- Use the Master Inventory Stock List to take weekly inventory of all product. This should be submitted to the Inventory & Process Controller every Tuesday by end of day.
- Access the Bar Package Worksheet generated for each event and schedule to pull product 1-2 days prior to each event
- Sign off on Product as it is sent and returned on the Bar Package Worksheet.
- Prep Simple Syrups, Garnishes, Specialty Garnishes & Items in advance
- Use the MBM Standard Bar Packout Procedures to ready equipment and product for each event.
- Use the MBM Standard Bar Check In Procedures to check equipment and product back in from each event.
- Fill out and submit an Alcohol Control Event Report to Meg/Kristy at for each event checked in.
- Clean all ice chests and stock product back on the shelves
- Ensure the van is cleaned out and readied for the next usage

MASTER INVENTORY STOCK LIST

- SPIRITS
- BEER
- WINE
- CHAMPAGNE
- N/A BEVERAGES AND MIXERS

Coke, Diet Coke, Sprite, Tonic & Soda Water, Orange Juice, Cranberry Juice, Pineapple Juice, Grapefruit Juice

GARNISHES

- Lemons, Limes, Cherries, Green Olives, Rimming Salt

MBM Bar Pack List Guide	25	50	100
Alcohol (Vodka, Gin, Rum, Tequila, Scotch, Triple Sec)	75mil	(2) 75 mil	(1) Full Handle
Mixers (Soda/Water, Coke, Diet Coke, Sprite, Tonic, Soda Water)	(1) 2 liter (1) 6 pack cans	(2) 2 liter (2) 6 pack cans	(4) 2 liter (4) 6 pack cans
Juices (Orange, Grapefruit, Cranberry, Pineapple Juice)	(1) 2 quarts	(2) 2 quarts Or 1 gallon	(3) 2 quarts Or 1.5 gallons
Garnish Fruit (limes, lemons)	6	12	20
Garnish Jars (olives, cherries)	1 lrg jar	1 lrg jar	1 lrg jar
Others (sweet & sour, Grenadine, lime juice, lemon juice)	12 fluid oz.	(2) 12 fluid oz.	2 pints
Water PERRIER (specialty water)	(2) 6 packs	(4) 6 packs	(8) 6 packs
Water BOTTLED Fiji	40 bottles	75 bottles	125 bottles
Beer	2 case (24)	(2) case 24	(2) case 24
Red Wine	8 bottles	12 bottles 1 case	2 case
White Wine	8 bottles	12 bottles 1 case	2 case
Champagne (.25 to .5 flute pours per 1 glass)	8 bottles	12 bottles	20 bottles
Ice (20lb bags)	5 bags	8 bags or	1 lrg White Ice chest +2 bags

MBM BAR PACKAGE STANDARD PACK OUT PROCEDURES

Each Event should be packed out 1-2 days prior to the event and be loaded into the van with posted event indication signage placed on every ice chest as well as inside the back doors of the van. These steps will help to ensure the correct product is going to the corresponding event.

Use the Bar Package Worksheet along with the prepared Packlist to pull product and indicate the exact quantities sent on the worksheet.

This Worksheet then is sent in the back of the van (hung inside) as a living document for the bar captain to then indicate product used.

Standards for Packing:

The average bar package will utilize 4 Ice Chests. Here is the standard way to pack this product.

Ice Chest #1 – Pack all Ready to serve product to be iced down before leaving MBM. (White Wine, Champagne, Beer, Cut Garnishes) (70 Qt.)

*Quantities should be pulled to get service started through cocktail hour at least. Full product should not be on ice as the bar captain will need to gauge what is popular on site and move product to the ice containers as needed.

Ice Chest #2 – Ready to serve product (70 Qt.)

Ice Chest #3 – Dry Product (not to be iced down)

All Additional product should be sent ready to refill the cold ice chests as needed.

Ice Chest #4 – Clean Ice (70 Qt.)

1 large 120 Qt Ice Chest of Clean Ice per 50 guests at 4 hours of service.

50+ guests requires an additional 40lb bag of ice per 20 people at 4 hours of service.



70 Qt. Cooler

Stackable Crates should be sent to hold all Liquor, Red Wine, Mixers (cans preferred), Juices, MBM Simple Syrups and extra garnishes and garnish tubs with lids. These provide sturdy surrounds to keep product safe and stack easily on a dolly (hand truck) for transport.



12" Crates



18" Crates

Additional Standard Bar Package Equipment: (per single bar)

2 Black Tubs

Trash Can & Liners

Silver Bar Top Tub

1 Bar Kit

Plastic Tumblers

Natural Cocktail Napkins (3x's the guest count)

2 Black Linens

Risers (Modern/Wood)

Bar Signage

Bar Towels

A Salt Rimmer

Small Tongs with Teeth

Garnish jars with hinges

Black Gloves

Hand Sanitizer with Dispenser per bar

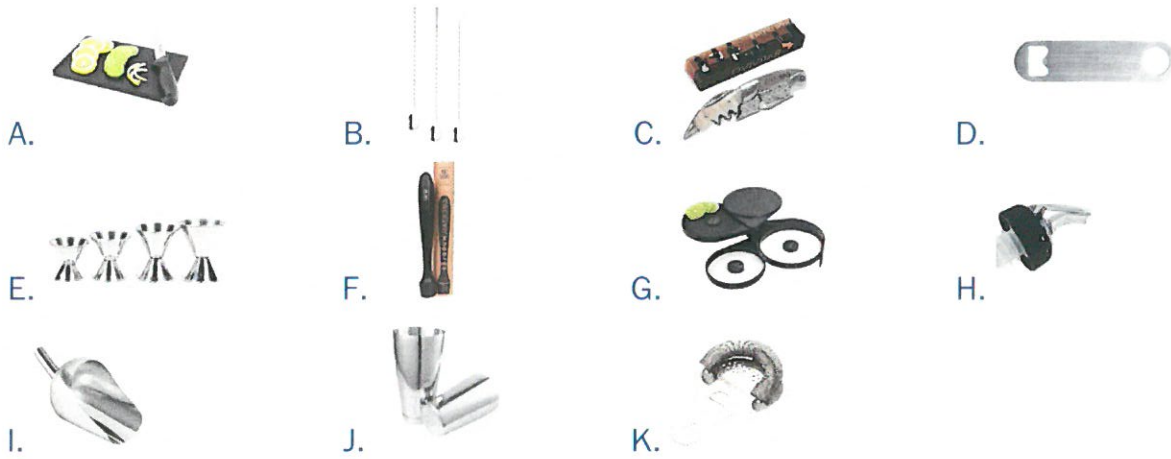
Store n' pour bottles for juices

Funnel

Counter Container (for Tops, Caps & Corks)

Bar Kit:

- A. Small Cutting Board & Knife
- B. Long Bar Spoon
- C. Corkscrew
- D. Bottle Opener
- E. Jiggers
- F. Muddler
- G. Salt Rimmer
- H. 14 Pour Spouts (8 count/size 1.5 & 6 count/size 0.5)
- I. Ice Scoop
- J. Small & Large Cocktail Shakers
- K. Cocktail Strainer



A Hand Truck or Dolly should be sent with every bar set up to ensure the safety of our employees and allow them to move loaded Ice Chests and Crates with ease.

Hand Truck Assembly:



MBM BAR STANDARD CHECK IN PROCEDURES

When a Bar service package returns to MBM, it is to be unloaded, checked in and product restocked by the Beverage Controller with a signature confirmation of product returned by Management.

Use the Bar Package Worksheet (living document) that comes back hanging in the back of the van to confirm the quantities recorded at the end of the event are what arrived back at MBM. Indicate in the Check In column the quantities of each item returned.

Count all Tops, Caps and Corks with a member of Management (Meg, Kristy or Angela) and record the quantities used on the Beverage Controller Report form. Indicate any discrepancies between what is said to be coming back, the tops, caps and corks received, and the product counted back in on the Beverage Control Event Worksheet.

A copy of the Bar Package Worksheet must be submitted to the Bar Inventory Controller in order to update the Master Inventory List.

1. Check all product bottles to ensure they were wiped clean before they are restocked on the shelves.
2. Clean out all Ice Chests & Tubs to ensure readiness for next use.
3. Refrigerate and Document all open or perishable product & garnishes that can be re-used on the Beverage Control Event Worksheet. Open bottles of wine should be corked and chilled (if applicable) to be used for tastings first.
4. Wipe out the back of the van with disinfectant after each use.

BAR LEAD JOB DESCRIPTION

A Bar Lead serves under the Staff Captain who oversees then entire MBM Event Service and should report directly to them on site at each event.

Roles

A Bar Lead plays many roles at an event. They are to ensure a high standard of service is being given by all bartenders. They are to manage the team and all bar operations to ensure best practices in service, health and safety are being met. It is their role to oversee these standards and protect MBM according to all ABC Guidelines of alcoholic beverage service. The Bar Captain also manages all alcoholic product on-site and is responsible for product use and loss.

MBM Bar Captain

Responsibilities

Before Events . . .

- Connect with the MBM Event Specialist who has sold this event 24 hours prior to the event to receive specific instructions as to what has been sold to the client and the service that has been agreed upon.
- Arrive 30 minutes early to receive the Alcohol & Bar equipment first that will arrive in the MBM van. Pull the MBM Bar Worksheet from the inside of the back of the van and visually check that all product has arrived. Bar Captains will be paid a maximum of 30 minutes for each shift to compensate for arriving early, but must indicate arrival times on the sign in sheet and sign out at the event end time.
- Make sure that every bartender has what they need to provide the best possible service to our guests.

During Events . . .

- Report anything missing to the Staff Captain right away with your knowledgeable recommendations as to what is needed so a decision can be made as to how to rectify the situation without the client(s) being aware and not disrupt service.
- The Staff Captain is your supervisor and they are responsible for interacting with the client with any concerns.
- Assign Bartenders to bars, if applicable, and give them instructions as to the service plan.
- Oversee Bar(s) set up is done to meet MBM Standard Bar Set up protocol.
- Divide up product and oversell stock and product on ice to ensure we do not over open or over prep product that will not need to be used.
- Oversee Bar(s) cleanliness and organization throughout the night with constant bar checks.
- Ensure that Health & Safety Standards are being met at all times (i.e. gloves are being worn by bartenders and sanitizer is present on each bar for guests to access).
- Oversee that MBM Bar Service Standards are upheld
- Uphold a constant level of staff productivity (Bartenders off phones, bussing tables, cleaning work space, offering cocktail service away from bar, as needed)
- Break Bartenders when applicable and ensure a bar is never left unattended
- Enforce that TIPS training protocol is followed at all times (use MBM standards to know how to decline service to drunk guests)
- Ensure absolutely no drinks are served to MBM team members from the bar. They may get non-alcoholic beverages from the BOH Family Meal area.
- Ensure no alcoholic beverages are served to vendors, unless expressly approved by the client. The Bar Captain must serve these drinks, if allowed, and report them on the Bar Captain Report.

After Events . . .

- Collect & Check (should be clean and completely dry) all MBM Bar Equipment back in at the conclusion of each event and report all losses on the [MBM Bar Captain Event Report](#).
- Collect the tops, caps and corks collected from all beverages served (minus open bottles that need a cork for transport) and send corks back sealed in the designated container to MBM.
- EXAMPLE: 10 bottles of Vodka sent. During event: 3 bottles used, 3 bottles opened not finished. Bar Captain report would indicate 7 bottles returned and 3 corks would be returned. Open bottles would indicate approximate level (1/4 full, 1/2 full, 3/4 full, Full) A cork is expected for each bottle not returned.
- Use the [MBM Bar Worksheet](#) to indicate exactly how many of each bottle, can or item you are sending back. This number will be compared against the caps, tops and corks returned to MBM to ensure everything sent is accounted for.
- Wipe down all bottles, cans and product before sending them back in the appropriate containers.
- Ice should be scorched and all product sent back dry and ready to be put away.
- Opened bottles needing refrigeration or fresh product should be separated so they can be easily refrigerated upon return. These should go at the back of the van for quick unload back at MBM and communicated to the driver to unload fresh product promptly.
- Ensure the proper transport of equipment to the vans & appropriate lifting and loading is happening.
- Check that all plasticware has been properly put into the correct crates and that they are stacked neatly for washing.
- Check that all bar trash has been double bagged and taken to the designated trash area adhering to MBM Standards of Service.
- MBM Bar Captain Report must be filled out and put inside the sealed envelope with the sign in sheets before leaving the premises. The MBM Bar Worksheet must be hung on the clipboard in the back of the van after you have signed to approve all has been accounted for
- Tips may not be solicited at the bar. It is not the responsibility of the Bar Captain to divide up tips given to bartenders. Bartenders can discretely receive tips when handed them and should place them under the bar. No tip jars should ever be placed on the bar.

BAR SERVICE PROTOCOL

WE ALWAYS . . .

These are things that are non-negotiables for our MBM Bar Service team. Our team cares deeply about the details and when hired, takes on the commitment to ALWAYS do the following with pride.

BEFORE EVENTS WE ALWAYS . . .

- Look on Nowsta to familiarize ourselves with the service we will be providing
- ask ahead of time the best way to load in and out
- arrive early, in uniform (black collared button up shirt, black slacks & black shoes) & ready to serve
- arrive with a good attitude; greet our fellow employees, sign in and have our personal items put away before call time
- load in all equipment for an event with the entire MBM team

DURING EVENTS WE ALWAYS . . .

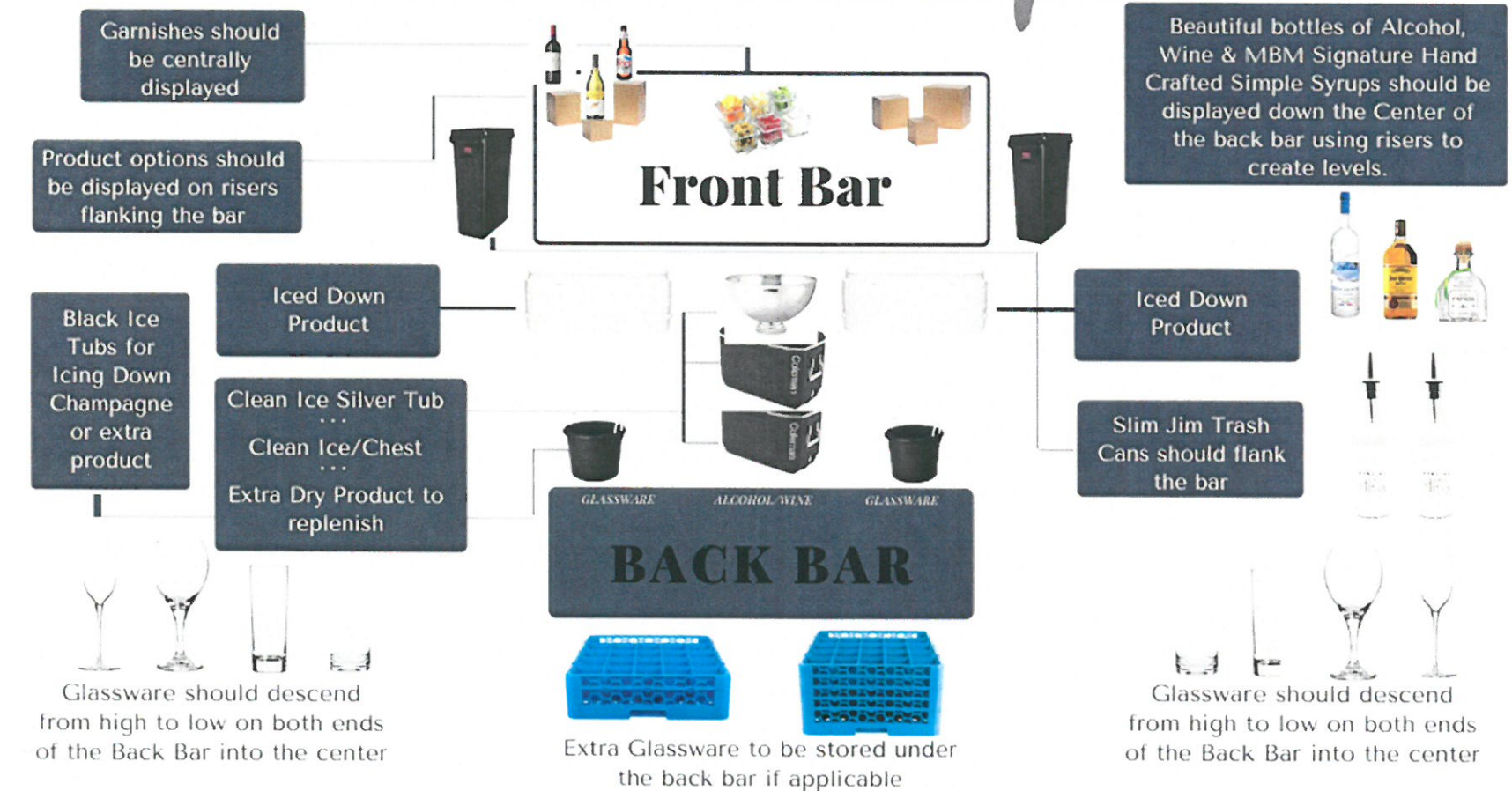
- have a good attitude; greet each person and treat them all as equals and VIP
- are professional and treat both our MBM coworkers and our guests with respect
- take great pride in ensuring hygiene and best service practices are followed
- wear black gloves while serving drinks to model sanitation protocol
- refrain from using our phones behind the bar and only BOH on our designated break
- refrain from drinking alcohol on site with the understanding that this is a fire able offense
- refrain from making MBM employees drinks from the bar as we understand that approved beverages are served with family meal BOH
- refrain from pouring shots unless we know shots are allowed on property
- endeavor to not over open bottles in order to conserve product
- know our product and signature cocktails so we can make recommendations to our guests
- use bar mats and protect flooring from spills or water stains
- follow MBM Bar setup protocol to ensure continuity of service no matter the size of the event
- communicate any missing product right away to the Staff Captain on site
- store our empty plasticware crates to assist in readying the space for service
- place product labels forward for display and discretely hide mixers from guest's view
- use risers and adhere to the desired style/look expressed when setting up our bars
- use pour spouts to control quantity of pours and not over use product
- card anyone if we are at all unsure of their age to ensure legal bar service
- anticipate what will be needed next at the bar and give adequate time for the BOH team to supply it
- anticipate what product might need to be moved to the chilled Ice Chests in time to have that product ready
- ensure extra product is not iced down unless it is needed
- keep the bar clean at all times
- restock bar napkins & wipe down the bar frequently
- buss the bar top or call for bussing assistance when needed
- keep our trashes emptied and not overflowing
- leave one bartender behind the bar at all times to ensure no self-service takes place
- save all bottle caps, corks and tops to indicate quantities used at each event (MANDATORY)
- Tips must be discretely divided up evenly and fairly amongst fellow bartenders out of sight from guests or clients once you're have signed out from the event.
- communicate with the Staff Captain if someone needs to be cut off and defer to them to communicate with the guest

AFTER EVENTS WE ALWAYS . . .

- allow the bar captain to collect caps, corks and tops at the conclusion of each event and help them to count product before taking it to the van
- double bag all bar trash and take it to the designated area
- send all product back to MBM (unopened and open bottles)
- protect MBM by never allowing open or unopened bottles to go home with staff or clients
- defer to the Staff Captain if asked by the client to take product home
- put all open and unopened bottles of alcohol into the hard crates they came in for transport
- utilize Hand Trucks and lift heavy crates with two people to ensure employee safety
- dry unused beer bottles and return them to the dry ice chest for transport and future use
- load all product out and then help the entire MBM team before leaving an event

MBM STANDARD

Bar Setup



MBM STANDARD BAR SETUP

Portable Bars



Décor



Reuseable 'Glassware'



Bar Organization



Ice Water Dispenser



Uniforms



MADE BY

MEG

A

Food and Beverage Spreadsheet

RFP EXHIBIT D

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

50 events per year, 7 hours each, 200 guests, well liquor, hosted bar

Year 1 Forecast

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
SALES													50
Bar - events per month	4	4	4	4	4	5	5	4	4	4	4	4	
Soft Drink/Water/other non-alcohol well bar@ \$19pp x 200 = \$3800	15,200.00	15,200.00	15,200.00	15,200.00	15,200.00	19,000.00	19,000.00	15,200.00	15,200.00	15,200.00	15,200.00	15,200.00	120,000.00
after 4 hrs x charge is \$4 pp/per hour = \$2400	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	12,000.00	12,000.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	96,000.00
Total Bar	\$24,800.00	\$24,800.00	\$24,800.00	\$24,800.00	\$24,800.00	\$31,000.00	\$31,000.00	\$24,800.00	\$24,800.00	\$24,800.00	\$24,800.00	\$24,800.00	\$310,000.00
Service Enhancements bar license pull fee \$100 (Decorated Bar, Costumes, Etc.)	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	400.00
Service fee 20%	\$ 4,960.00	\$ 4,960.00	\$ 4,960.00	\$ 4,960.00	\$ 4,960.00	\$ 6,200.00	\$ 6,200.00	\$ 4,960.00	\$ 4,960.00	\$ 4,960.00	\$ 4,960.00	\$ 4,960.00	49,600.00
TOTAL INCOME	\$30,160.00	\$30,160.00	\$30,160.00	\$30,160.00	\$30,160.00	\$37,700.00	\$37,700.00	\$30,160.00	\$30,160.00	\$30,160.00	\$30,160.00	\$30,160.00	\$377,000.00
													Total Annual Income \$377,000.00
COST OF GOODS													
Cost of Bar													
Soft Drink/Water/other non-alcohol													
Bear/Wine													
Hard Liquor COGS well liquor 30%	\$ 7,440.00	\$ 7,440.00	\$ 7,440.00	\$ 7,440.00	\$ 7,440.00	\$ 9,300.00	\$ 9,300.00	\$ 7,440.00	\$ 7,440.00	\$ 7,440.00	\$ 7,440.00	\$ 7,440.00	93,000.00
Total Cost of Bar	7,440.00	7,440.00	7,440.00	7,440.00	7,440.00	9,300.00	9,300.00	7,440.00	7,440.00	7,440.00	7,440.00	7,440.00	93,000.00
Total Cost of Service Enhancements													
Total Cost of Other Sales													
Total Cost of Goods	\$7,440.00	\$7,440.00	\$7,440.00	\$7,440.00	\$7,440.00	\$9,300.00	\$9,300.00	\$7,440.00	\$7,440.00	\$7,440.00	\$7,440.00	\$7,440.00	93,000.00
Gross Profit from Sales	\$22,720.00	\$22,720.00	\$22,720.00	\$22,720.00	\$22,720.00	\$28,400.00	\$28,400.00	\$22,720.00	\$22,720.00	\$22,720.00	\$22,720.00	\$22,720.00	\$284,000.00
OPERATING EXPENSES													
Wage Expense \$1365 per event	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 6,825.00	\$ 6,825.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$68,250.00
FICA 7.65%	417.69	417.69	417.69	417.69	417.69	522.11	522.11	417.69	417.69	417.69	417.69	417.69	5,221.13
CA EDD 3.4%	185.64	185.64	185.64	185.64	185.64	232.05	232.05	185.64	185.64	185.64	185.64	185.64	2,320.50
Worker's comp 7%	382.20	382.20	382.20	382.20	382.20	477.75	477.75	382.20	382.20	382.20	382.20	382.20	4,777.50
Insurance and Benefits 10%	\$546.00	\$546.00	\$546.00	\$546.00	\$546.00	\$682.50	\$682.50	\$546.00	\$546.00	\$546.00	\$546.00	\$546.00	6,825.00
Total Labor Expenses	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$8,739.41	\$8,739.41	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$87,394.13
Variable Expenses													
Acctg/Legal .25%	62.00	62.00	62.00	62.00	62.00	77.50	77.50	62.00	62.00	62.00	62.00	62.00	775.00
Cleaning & Paper Supplies 2%	496.00	496.00	496.00	496.00	496.00	620.00	620.00	496.00	496.00	496.00	496.00	496.00	6,200.00
Credit Card Expense 3%	744.00	744.00	744.00	744.00	744.00	930.00	930.00	744.00	744.00	744.00	744.00	744.00	9,300.00
Entertainment/Music													
Equipment Rental													
Floral, Expendables													
Laundry & Linens .5%	124.00	124.00	124.00	124.00	124.00	155.00	155.00	124.00	124.00	124.00	124.00	124.00	1,550.00
Office Expense													
Telephone/Data Communications .5%	124.00	124.00	124.00	124.00	124.00	155.00	155.00	124.00	124.00	124.00	124.00	124.00	1,550.00
Trash Removal 1%	248.00	248.00	248.00	248.00	248.00	310.00	310.00	248.00	248.00	248.00	248.00	248.00	3,100.00
Utilities 1.5%	372.00	372.00	372.00	372.00	372.00	465.00	465.00	372.00	372.00	372.00	372.00	372.00	4,650.00
Marketing rev share 20%	4,960.00	4,960.00	4,960.00	4,960.00	4,960.00	6,200.00	6,200.00	4,960.00	4,960.00	4,960.00	4,960.00	4,960.00	62,000.00
Subtotal Variable	\$7,130.00	\$7,130.00	\$7,130.00	\$7,130.00	\$7,130.00	\$8,912.50	\$8,912.50	\$7,130.00	\$7,130.00	\$7,130.00	\$7,130.00	\$7,130.00	\$89,125.00
Fixed Expenses													
Insurance 1%	248.00	248.00	248.00	248.00	248.00	310.00	310.00	248.00	248.00	248.00	248.00	248.00	3,100.00
Licenses & Permits \$100/event	400.00	400.00	400.00	400.00	400.00	500.00	500.00	400.00	400.00	400.00	400.00	400.00	5,000.00
Replacement Reserve 1%	248.00	248.00	248.00	248.00	248.00	310.00	310.00	248.00	248.00	248.00	248.00	248.00	3,100.00
Subtotal Fixed	\$896.00	\$896.00	\$896.00	\$896.00	\$896.00	\$1,120.00	\$1,120.00	\$896.00	\$896.00	\$896.00	\$896.00	\$896.00	\$11,200.00
Total Operating Exp.	\$15,017.53	\$15,017.53	\$15,017.53	\$15,017.53	\$15,017.53	\$18,771.91	\$18,771.91	\$15,017.53	\$15,017.53	\$15,017.53	\$15,017.53	\$15,017.53	\$187,719.13
NET INCOME	\$7,702.47	\$7,702.47	\$7,702.47	\$7,702.47	\$7,702.47	\$9,628.09	\$9,628.09	\$7,702.47	\$7,702.47	\$7,702.47	\$7,702.47	\$7,702.47	\$96,280.88
													Annual Total Net Income \$96,280.88

**Bar and Beverage Service
Spreadsheet**

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:
5 Year Forecast

SALES	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Bar					
Soft Drink/Water/other non-alcohol					
Beer/Wine					
Hard Liquor					
Total Bar	\$310,000.00	\$322,400.00	\$335,296.00	\$348,707.84	\$362,656.15
Service Enhancements (Decorated Bar, Costumes, Etc.)					
Other Sales (Define)					
TOTAL INCOME	<u>\$377,000.00</u>	<u>\$392,080.00</u>	<u>\$407,763.20</u>	<u>\$424,073.73</u>	<u>\$441,036.68</u>
 COST OF GOODS					
Cost of Bar					
Soft Drink/Water/other non-alcohol					
Beer/Wine					
Hard Liquor					
Total Cost of Bar	\$93,000.00	\$96,720.00	\$100,588.80	\$104,612.35	\$108,796.85
Total Cost of Service Enhancements					
Total Cost of Other Sales					
Total Cost of Goods	<u>\$93,000.00</u>	<u>\$96,720.00</u>	<u>\$100,588.80</u>	<u>\$104,612.35</u>	<u>\$108,796.85</u>
 Gross Profit from Sales	<u>\$284,000.00</u>	<u>\$295,360.00</u>	<u>\$307,174.40</u>	<u>\$319,461.38</u>	<u>\$332,239.83</u>
 OPERATING EXPENSES					
Wage Expense					
FICA					
CA EDD					
Worker's comp					
Insurance and Benefits					
Total Labor Expenses	<u>\$87,394.13</u>	<u>\$90,889.89</u>	<u>\$94,525.49</u>	<u>\$98,306.51</u>	<u>\$102,238.77</u>
 Variable Expenses					
Acctg/Legal					
Cleaning & Paper Supplies					
Credit Card Expense					
Entertainment/Music					
Equipment Rental					
Floral, Expendables					
Laundry & Linens					
Office Expense					
Telephone/Data Communications					
Trash Removal					
Utilities					
Marketing					
Other (Define)					
Subtotal Variable	<u>\$89,125.00</u>	<u>\$92,690.00</u>	<u>\$96,397.60</u>	<u>\$100,253.50</u>	<u>\$104,263.64</u>
 Fixed Expenses					
Insurance					
Licenses & Permits					
Replacement Reserve					
Subtotal Fixed	<u>\$11,200.00</u>	<u>\$11,648.00</u>	<u>\$12,113.92</u>	<u>\$12,598.48</u>	<u>\$13,102.42</u>
 Total Operating Exp.	<u>\$187,719.13</u>	<u>\$195,227.89</u>	<u>\$203,037.01</u>	<u>\$211,158.49</u>	<u>\$219,604.83</u>
 NET INCOME	<u>\$96,280.88</u>	<u>\$100,132.11</u>	<u>\$104,137.39</u>	<u>\$108,302.89</u>	<u>\$112,635.01</u>
 Debt and Tax Expense					
Debt Expense					
Taxes					
Other					
Subtotal Debt and Tax Expense	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
 NET PROFIT	<u>\$96,280.88</u>	<u>\$100,132.11</u>	<u>\$104,137.39</u>	<u>\$108,302.89</u>	<u>\$112,635.01</u>

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	Detail Assumptions used for developing proposed Revenues and Expenses
Revenue:	see: Assumption - 1 event tab
Bar Sales	Label as Pro Forma "A": 50 events per year, 7 hours each, 200 guests, well liquor, hosted
Other	
Cost of Goods	
Expenses:	
Concession Fee	
Bar Sales	
Other	
Payroll Costs	
Wages	
Payroll Taxes	
Health Insurance & Benefits	
Workers' Compensation Insurance	
Variable Costs	
Accounting	
Advertising, Marketing & Promotion	
Dues & Subscriptions	
Environmental Costs	
Equipment Replacement - Small	
Equipment Replacement - Large	
Legal	
Office Expenses	
Payroll Processing Fees	
Professional Services	
Repair & Maint. - FF&E	
Repair & Maint. - Building	
Supplies	
Start up Expenses - Yr 1	
Telephone/Data Communications	
Travel & Entertainment	
Utilities	
Other	
Fixed Costs	
Depreciation	
Insurance & Liability	
Service Contracts	
Licenses	
Other	
Debt Expense	
Taxes	
Other	

SALES	1 event
Bar	
well bar (incl soft drinks, beer, wine) @ \$19pp x 200	3800
Other Sales x charge per hour pp \$4 after 4 hrs	<u>2400</u>
TOTAL Sales	6200
Service fee 20%	1240
license pull fee	<u>100</u>
Total income	7540
COST OF GOODS	
Cost of Bar	
Soft Drink/Water/other non-alcohol	.
Beer/Wine	
Hard Liquor	
Total Cost of Bar 30%	1860
COGS	1860
Total Cost of All Sales	
Total Cost of Goods	<u>1860</u>
Gross Profit from Sales	5680
OPERATING EXPENSES	
supervisor/lead 1 x 9 hours x \$30 + hr OT \$45	315
4 bartenders x9 hours x \$25 + 4 hrs OT \$150	<u>1050</u>
labor	1365
FICA 7.65%	104
CA EDD 3.4%	46
Worker's comp 7%	96
Insurance and Benefits 10%	<u>137</u>
Total Labor Expenses	1748
Variable Expenses	
Acctg/Legal .25%	15.5
Cleaning & Paper Supplies 2%	124
Credit Card Expense 3%	186
Entertainment/Music	
Equipment Rental	
Floral, Expendables	
Laundry & Linens .5%	31
Office Expense	
Telephone/Data Communications .5%	31
Trash Removal 1%	62
Utilities 1.5%	93
Marketing	
rev share 20%	<u>1240</u>
Subtotal Variable	1782.5

Fixed Expenses

Insurance 1%	62
Licenses & Permits \$100/event	100
Replacement Reserve 1%	<u>62</u>
Subtotal Fixed	224

Total Operating Exp.	<u>3754</u>
NET INCOME	1926

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer: 					
Cash Flow - Years 1-5					
	1	2	3	4	5
Sources of Cash					
Capital Loan	\$ -				
Private Funds	\$ 11,930	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150
Operating Profits	\$ 96,281	\$ 100,132	\$ 104,137	\$ 108,303	\$ 112,635
Plus:					
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Payable	\$ -				
Change in Payroll Payable	\$ -				
Other	\$ -				
Other	\$ -				
Total Sources Of Cash	\$ 108,211	\$ 103,282	\$ 107,287	\$ 111,453	\$ 115,785
Uses of Cash					
Capital Investment	\$ 9,630	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150
Change in Accounts Receivables	\$ -				
Change in Inventory	\$ -				
Repayment of Loan Principal	\$ -				
Other					
Total Uses of Cash	\$ 9,630	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150
Net Change in Cash Flow	\$ 98,581	\$ 100,132	\$ 104,137	\$ 108,303	\$ 112,635
Break Even Cash Flow	\$ 98,581	\$ 198,713	\$ 302,850	\$ 411,153	\$ 523,788

B

Food and Beverage Spreadsheet

RFP EXHIBIT D

PRO FORMA FINANCIAL STATEMENTS SUBMITAL FORMS

Proposer:	50 events per year, 7 hours each, 200 guests, call liquor, hosted bar												
	Year 1 Forecast												
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
SALES													50
Bar - events per month	4	4	4	4	4	5	5	4	4	4	4	4	
Soft Drink/Water/other non-alcohol	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	25,000.00	25,000.00	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00	135,000.00
well bar@ \$25pp x 200 = \$5000	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	13,500.00	13,500.00	10,800.00	10,800.00	10,800.00	10,800.00	10,800.00	\$385,000.00
after 4 hrs x charge is \$4.50 pp/per hour = \$2700													
Total Bar	\$30,800.00	\$30,800.00	\$30,800.00	\$30,800.00	\$30,800.00	\$38,500.00	\$38,500.00	\$30,800.00	\$30,800.00	\$30,800.00	\$30,800.00	\$30,800.00	
Service Enhancements bar license pull fee \$100 (Decorated Bar, Costumes, Etc.)	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	
Service fee 20%	\$ 6,160.00	\$ 6,160.00	\$ 6,160.00	\$ 6,160.00	\$ 6,160.00	\$ 7,700.00	\$ 7,700.00	\$ 6,160.00	\$ 6,160.00	\$ 6,160.00	\$ 6,160.00	\$ 6,160.00	\$467,000.00
TOTAL INCOME	\$37,360.00	\$37,360.00	\$37,360.00	\$37,360.00	\$37,360.00	\$46,700.00	\$46,700.00	\$37,360.00	\$37,360.00	\$37,360.00	\$37,360.00	\$37,360.00	
													Total Annual Income \$467,000.00
COST OF GOODS													
Cost of Bar													
Soft Drink/Water/other non-alcohol													115,500.00
Beer/Wine													115,500.00
Hard Liquor COGS well liquor 30%	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	\$ 11,550.00	\$ 11,550.00	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	\$ 9,240.00	
Total Cost of Bar	9,240.00	9,240.00	9,240.00	9,240.00	9,240.00	11,550.00	11,550.00	9,240.00	9,240.00	9,240.00	9,240.00	9,240.00	
Total Cost of Service Enhancements													
Total Cost of Other Sales													115,500.00
Total Cost of Goods	\$9,240.00	\$9,240.00	\$9,240.00	\$9,240.00	\$9,240.00	\$11,550.00	\$11,550.00	\$9,240.00	\$9,240.00	\$9,240.00	\$9,240.00	\$9,240.00	
Gross Profit from Sales	\$28,120.00	\$28,120.00	\$28,120.00	\$28,120.00	\$28,120.00	\$35,150.00	\$35,150.00	\$28,120.00	\$28,120.00	\$28,120.00	\$28,120.00	\$28,120.00	\$351,500.00
OPERATING EXPENSES													
Wage Expense \$1365 per event	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 6,825.00	\$ 6,825.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$ 5,460.00	\$68,250.00
FICA 7.65%	417.69	417.69	417.69	417.69	417.69	522.11	522.11	417.69	417.69	417.69	417.69	417.69	5,221.13
CA EDD 3.4%	185.64	185.64	185.64	185.64	185.64	232.05	232.05	185.64	185.64	185.64	185.64	185.64	2,320.50
Worker's comp 7%	382.20	382.20	382.20	382.20	382.20	477.75	477.75	382.20	382.20	382.20	382.20	382.20	4,777.50
Insurance and Benefits 10%	\$546.00	\$546.00	\$546.00	\$546.00	\$546.00	\$682.50	\$682.50	\$546.00	\$546.00	\$546.00	\$546.00	\$546.00	6,825.00
Total Labor Expenses	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$8,739.41	\$8,739.41	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$6,991.53	\$87,394.13
Variable Expenses													
Acctg/Legal .25%	77.00	77.00	77.00	77.00	77.00	96.25	96.25	77.00	77.00	77.00	77.00	77.00	962.50
Cleaning & Paper Supplies 2%	616.00	616.00	616.00	616.00	616.00	770.00	770.00	616.00	616.00	616.00	616.00	616.00	7,700.00
Credit Card Expense 3%	924.00	924.00	924.00	924.00	924.00	1,155.00	1,155.00	924.00	924.00	924.00	924.00	924.00	11,550.00
Entertainment/Music													
Equipment Rental													
Floral, Expendables													
Laundry & Linens .5%	154.00	154.00	154.00	154.00	154.00	192.50	192.50	154.00	154.00	154.00	154.00	154.00	1,925.00
Office Expense													
Telephone/Data Communications .5%	154.00	154.00	154.00	154.00	154.00	192.50	192.50	154.00	154.00	154.00	154.00	154.00	1,925.00
Trash Removal 1%	308.00	308.00	308.00	308.00	308.00	385.00	385.00	308.00	308.00	308.00	308.00	308.00	3,850.00
Utilities 1.5%	462.00	462.00	462.00	462.00	462.00	577.50	577.50	462.00	462.00	462.00	462.00	462.00	5,775.00
Marketing rev share 20%	6,160.00	6,160.00	6,160.00	6,160.00	6,160.00	7,700.00	7,700.00	6,160.00	6,160.00	6,160.00	6,160.00	6,160.00	77,000.00
Subtotal Variable	\$8,855.00	\$8,855.00	\$8,855.00	\$8,855.00	\$8,855.00	\$11,068.75	\$11,068.75	\$8,855.00	\$8,855.00	\$8,855.00	\$8,855.00	\$8,855.00	\$110,687.50
Fixed Expenses													
Insurance 1%	308.00	308.00	308.00	308.00	308.00	385.00	385.00	308.00	308.00	308.00	308.00	308.00	3,850.00
Licenses & Permits \$100/event	400.00	400.00	400.00	400.00	400.00	500.00	500.00	400.00	400.00	400.00	400.00	400.00	
Replacement Reserve 1%	308.00	308.00	308.00	308.00	308.00	385.00	385.00	308.00	308.00	308.00	308.00	308.00	\$12,700.00
Subtotal Fixed	\$1,016.00	\$1,016.00	\$1,016.00	\$1,016.00	\$1,016.00	\$1,270.00	\$1,270.00	\$1,016.00	\$1,016.00	\$1,016.00	\$1,016.00	\$1,016.00	
Total Operating Exp.	\$16,862.53	\$16,862.53	\$16,862.53	\$16,862.53	\$16,862.53	\$21,078.16	\$21,078.16	\$16,862.53	\$16,862.53	\$16,862.53	\$16,862.53	\$16,862.53	\$210,781.63
NET INCOME	\$11,257.47	\$11,257.47	\$11,257.47	\$11,257.47	\$11,257.47	\$14,071.84	\$14,071.84	\$11,257.47	\$11,257.47	\$11,257.47	\$11,257.47	\$11,257.47	\$140,718.38
													Annual Total Net Income \$140,718.38

**Bar and Beverage Service
Spreadsheet**

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:
5 Year Forecast

SALES	Year 1	Year 2	Year 3	Year 4	Year 5
Bar					
Soft Drink/Water/other non-alcohol					
Beer/Wine					
Hard Liquor					
Total Bar	\$385,000.00	\$400,400.00	\$416,416.00	\$433,072.64	\$450,395.55
Service Enhancements (Decorated Bar, Costumes, Etc.)					
Other Sales (Define)					
TOTAL INCOME	<u>\$467,000.00</u>	<u>\$485,680.00</u>	<u>\$505,107.20</u>	<u>\$525,311.49</u>	<u>\$546,323.95</u>
 COST OF GOODS					
Cost of Bar					
Soft Drink/Water/other non-alcohol					
Beer/Wine					
Hard Liquor					
Total Cost of Bar	\$115,500.00	\$120,120.00	\$124,924.80	\$129,921.79	\$135,118.66
Total Cost of Service Enhancements					
Total Cost of Other Sales					
Total Cost of Goods	<u>\$115,500.00</u>	<u>\$120,120.00</u>	<u>\$124,924.80</u>	<u>\$129,921.79</u>	<u>\$135,118.66</u>
Gross Profit from Sales	<u>\$351,500.00</u>	<u>\$365,560.00</u>	<u>\$380,182.40</u>	<u>\$395,389.70</u>	<u>\$411,205.28</u>
 OPERATING EXPENSES					
Wage Expense					
FICA					
CA EDD					
Worker's comp					
Insurance and Benefits					
Total Labor Expenses	\$87,394.13	\$90,889.89	\$94,525.49	\$98,306.51	\$102,238.77
 Variable Expenses					
Acctg/Legal					
Cleaning & Paper Supplies					
Credit Card Expense					
Entertainment/Music					
Equipment Rental					
Floral, Expendables					
Laundry & Linens					
Office Expense					
Telephone/Data Communications					
Trash Removal					
Utilities					
Marketing					
Other (Define)					
Subtotal Variable	<u>\$110,687.50</u>	<u>\$115,115.00</u>	<u>\$119,719.60</u>	<u>\$124,508.38</u>	<u>\$129,488.72</u>
 Fixed Expenses					
Insurance					
Licenses & Permits					
Replacement Reserve					
Subtotal Fixed	<u>\$12,700.00</u>	<u>\$13,208.00</u>	<u>\$13,736.32</u>	<u>\$14,285.77</u>	<u>\$14,857.20</u>
 Total Operating Exp.	<u>\$210,781.63</u>	<u>\$219,212.89</u>	<u>\$227,981.41</u>	<u>\$237,100.66</u>	<u>\$246,584.69</u>
 NET INCOME	<u>\$140,718.38</u>	<u>\$146,347.11</u>	<u>\$152,200.99</u>	<u>\$158,289.03</u>	<u>\$164,620.60</u>
 Debt and Tax Expense					
Debt Expense					
Taxes					
Other					
Subtotal Debt and Tax Expense	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
 NET PROFIT	<u>\$140,718.38</u>	<u>\$146,347.11</u>	<u>\$152,200.99</u>	<u>\$158,289.03</u>	<u>\$164,620.60</u>

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	
Detail Assumptions used for developing proposed Revenues and Expenses	
Revenue:	see: Assumption - 1 event tab
Bar Sales	Label as Pro Forma "A": 50 events per year, 7 hours each, 200 guests, call liquor, hosted
Other	
Cost of Goods	
Expenses:	
Concession Fee	
Bar Sales	
Other	
Payroll Costs	
Wages	
Payroll Taxes	
Health Insurance & Benefits	
Workers' Compensation Insurance	
Variable Costs	
Accounting	
Advertising, Marketing & Promotion	
Dues & Subscriptions	
Environmental Costs	
Equipment Replacement - Small	
Equipment Replacement - Large	
Legal	
Office Expenses	
Payroll Processing Fees	
Professional Services	
Repair & Maint. - FF&E	
Repair & Maint. - Building	
Supplies	
Start up Expenses - Yr 1	
Telephone/Data Communications	
Travel & Entertainment	
Utilities	
Other	
Fixed Costs	
Depreciation	
Insurance & Liability	
Service Contracts	
Licenses	
Other	
Debt Expense	
Taxes	
Other	

	1 event
SALES	
Bar	
well bar (incl soft drinks, beer, wine) @ \$25pp x 200	5000
Other Sales x charge per hour pp \$4.50 after 4 hrs	<u>2700</u>
TOTAL Sales	7700
Service fee 20%	1540
license pull fee	<u>100</u>
Total income	9340
COST OF GOODS	
Cost of Bar	
Soft Drink/Water/other non-alcohol	
Beer/Wine	
Hard Liquor	
Total Cost of Bar 30%	2310
COGS	<u>2310</u>
Total Cost of All Sales	
Total Cost of Goods	<u>2310</u>
Gross Profit from Sales	7030
OPERATING EXPENSES	
supervisor/lead 1 x 9 hours x \$30 + hr OT \$45	315
4 bartenders x9 hours x \$25 + 4 hrs OT \$150	<u>1050</u>
labor	1365
FICA 7.65%	104
CA EDD 3.4%	46
Worker's comp 7%	96
Insurance and Benefits 10%	<u>137</u>
Total Labor Expenses	1748
Variable Expenses	
Acctg/Legal .25%	19.25
Cleaning & Paper Supplies 2%	154
Credit Card Expense 3%	231
Entertainment/Music	
Equipment Rental	
Floral, Expendables	
Laundry & Linens .5%	38.5
Office Expense	
Telephone/Data Communications .5%	38.5
Trash Removal 1%	77
Utilities 1.5%	115.5
Marketing	
rev share 20%	<u>1540</u>
Subtotal Variable	2213.75

Fixed Expenses

Insurance 1%	77
Licenses & Permits \$100/event	100
Replacement Reserve 1%	<u>77</u>
Subtotal Fixed	254

Total Operating Exp.	<u>4216</u>
NET INCOME	2814

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

Cash Flow - Years 1-5

	1	2	3	4	5
Sources of Cash					
Capital Loan	\$ -				
Private Funds	\$ 11,930	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150
Operating Profits	\$ 140,718	\$ 146,347	\$ 152,201	\$ 158,289	\$ 164,621
Plus:					
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Payable	\$ -				
Change in Payroll Payable	\$ -				
Other	\$ -				
Other	\$ -				
Total Sources Of Cash	\$ 152,648	\$ 149,497	\$ 155,351	\$ 161,439	\$ 167,771
Uses of Cash					
Capital Investment	\$ 9,630	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150
Change in Accounts Receivables	\$ -				
Change in Inventory	\$ -				
Repayment of Loan Principal	\$ -				
Other					
Total Uses of Cash	\$ 9,630	\$ 3,150	\$ 3,150	\$ 3,150	\$ 3,150
Net Change in Cash Flow	\$ 143,018	\$ 146,347	\$ 152,201	\$ 158,289	\$ 164,621
Break Even Cash Flow	\$ 143,018	\$ 289,365	\$ 441,566	\$ 599,856	\$ 764,476

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
 Recreation and Parks

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

PART I - PERSONAL DATA

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

PART II - ACCIDENT/INJURY

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

PART III - WITNESSES

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

PART IV - STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V - EMPLOYEE FILING REPORT

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

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2					
1. NAME OF FACILITY			DATE OF OCCURRENCE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
2. SUBJECT OF REPORT					
3. EXACT LOCATION OF OCCURRENCE					
4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY					
5.					ESTIMATE OF DAMAGES
6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)					
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE		DEPT. NO	SERIAL NO.	APPROX. VALUE
7.					TOTAL \$0.00
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4360 LOCATION					AMOUNT
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL \$0.00
10. WHO DISCOVERED LOSS? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
11. HOW WAS ENTRANCE GAINED?					
12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
13. WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO		D.R. NUMBER			
14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO		WORK ORDER			
15. PERSONS INVOLVED: <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUBJECT					
NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16. IF VEHICLE INVOLVED: YEAR MAKE		LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.		
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.					
18. REPORT SUBMITTED BY:		NAME	TITLE	DATE	

PRINT

PAGE 2

COMMENTS

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

PRINT

Goto Page 1

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Finance Division / Concessions Unit
P.O. Box 86328
Los Angeles, CA 90086**

**MONTHLY REVENUE REPORT
Bar and Beverages Service**

COMPANY: Meg, Mettle & Moxie, Inc. dba Made by Meg

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

<u>GROSS RECEIPTS</u>	<u>GROSS SALES</u>	<u>- SALES TAX</u>	<u>= NET SALES</u>	<u>X PERCENTAGE</u>	<u>\$</u>
Non-Alcoholic Beverages	_____	_____	_____	20.00%	\$ -
Alcoholic Beverages	_____	_____	_____	20.00%	\$ -
Other	_____	_____	_____	20.00%	\$ -
MONTHLY RENTAL SUBTOTAL					\$ -

ADDITIONAL FEES

UTILITIES:	Concessionaire shall pay 1.5% of monthly gross sales for Utilities under terms of the Concession Agreement.	\$ -
LATE RENT FEE:	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of charges paid to RAP.	\$ -
ADDITIONAL FEES SUBTOTAL:		\$ -

ADJUSTMENTS*: Explain: _____

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT DUE: \$ -

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

Signature: _____ Date: _____

Required Insurance and Minimum Limits

Name: _____

Date: 6/8/2022

Agreement/Reference: For The Operation of Bar and Beverage Services Concession

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an Additional Insured Party 1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Broad Form Liquor Liability Coverage _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) 1,000,000

Professional Liability (Errors and Omissions) _____

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

Crime Insurance _____

Other: Provided to: Stanley Woo @ RAP; Ph: (213) 202-4323

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

Signature of Person Completing this Form

Printed Name of Person Completing this Form

_____ _____
Title Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

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

Consultant	Address
Contact Person	Phone/Fax

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

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

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

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

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

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

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

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

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

CONCESSION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF
BAR AND BEVERAGE SERVICES

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

PRODROMOS MIKE BEGAKIS
DBA MONTEREY CONCESSIONS

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**CONCESSION AGREEMENT FOR
OPERATION AND MAINTENANCE OF
BAR AND BEVERAGE SERVICES**

THIS Agreement (hereinafter “AGREEMENT” or “CONTRACT”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as “CITY”), acting by and through its Department of Recreation and Parks (hereinafter referred to as “RAP”), and PRODROMOS MIKE BEGAKIS, a sole proprietor doing business as *MONTEREY CONCESSIONS* (hereinafter referred to as “CONCESSIONAIRE”).

WHEREAS, RAP seeks to serve the public by providing bar and beverage services, including the sale of alcoholic beverages, at RAP special event venues (hereinafter “CONCESSION”); and

WHEREAS, RAP requires renters of its special event venues who wish to include alcohol service to inquire, select, and contract directly for bar and beverage service from a list of vendors provided by RAP, such vendors have been pre-approved and qualified by RAP for the provision of bar and beverage services on a non-exclusive basis at RAP’s special event venues; and

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

WHEREAS, the CITY finds, pursuant to Charter Section 371(e)(2) and 375, that it is in its best interest to have pre-qualified contractors and that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on qualified contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed pre-qualified contractors each individual engagement may be assigned on the basis of availability and the preference of renters of RAP’s special event venues;

WHEREAS, the City finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP under this AGREEMENT; and

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

WHEREAS, RAP advertised for proposals for the provision of bar and beverage services at RAP’s special event venues (“CONCESSION”); and

WHEREAS, RAP received and evaluated three proposals which were received on September 20, 2022; and

WHEREAS, CONCESSIONAIRE was one of the vendors selected to provide the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, CONCESSIONAIRE desires to enter into this AGREEMENT to provide the CONCESSION in accordance with the terms and provisions of this AGREEMENT.

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

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-five (25) pages and ten (10) exhibits (A-J) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Bar and Beverage Services at rented special event venues
CONCESSIONAIRE:	Prodromos Mike Begakis, a sole proprietor doing business as Monterey Concessions
FACILITY or FACILITIES:	The RAP VENUE at which the Concession is provided by CONCESSIONAIRE.
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The area(s), within a RAP special event venue in which the Concession may be operated.
RAP:	Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9.22) [v.1], attached hereto as "Exhibit A" and incorporated herein. The term "Contractor" in the Standard Provisions shall refer to CONCESSIONAIRE
VENUE(S):	RAP special event venues which allow alcoholic beverage service, located at various RAP Facilities as set forth in Exhibit B attached hereto

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the non-exclusive right and obligation within the VENUE operating the CONCESSION to provide bar and beverage services and offer related services as approved by the GENERAL MANAGER and as may be requested by renters of the VENUE. Designated VENUES authorized for use by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

The CONCESSION rights herein granted shall be performed at the VENUE solely within the limits and confines of said areas designated as the PREMISES for each VENUE (SECTION 3). CONCESSIONAIRE shall have the right to provide the CONCESSION only in the event that a renter of a VENUE (“Renter” or “Renters”) selects CONCESSIONAIRE to provide the CONCESSION for the Renter at the VENUE. CONCESSIONAIRE shall be solely responsible for entering into any agreement(s) with the Renter for the provision of the CONCESSION and shall ensure that the provisions of any such agreement does not conflict with the provisions of this AGREEMENT. CONCESSIONAIRE shall indemnify and hold harmless the CITY from any liability, claims or damages arising from any such agreement with Renter. CONCESSIONAIRE agrees for itself, and its successors and assigns, that it will not make use of any VENUE in any manner which might interfere with the recreational uses of the FACILITY.

Upon the selection by a Renter of CONCESSIONAIRE to provide the CONCESSION at a Venue, the CONCESSIONAIRE is granted a non-exclusive right to sell alcoholic and non-alcohol beverages to Renter and Renter’s guests at such VENUE. Renters of the VENUES and their guests are not allowed to provide or serve their own alcoholic beverages, but may prepare and bring their own food, or hire catering service for food at the VENUE. RAP is not prohibited from hiring outside bar and beverage services for RAP-hosted events at any Venue.

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

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

SECTION 3. PREMISES

The PREMISES subject to this AGREEMENT is the area within each respective VENUE which the Facility Director designates for the purpose of bar and beverage services for the scheduled event. As of the date of this AGREEMENT, the VENUES subject to this Agreement are listed in Exhibit B, Venues List - Revision 9/7/2022. RAP reserves the right to revise the list to include or remove VENUES to be serviced by the CONCESSIONAIRE depending on the needs of the public and the needs of the RAP. The count on the list may vary. City shall deliver PREMISES to Concessionaire in “as is” condition.

CONCESSIONAIRE shall not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules, and regulations at any time applicable thereto of any public or governmental authority or agencies,

departments or officers thereof, including CITY, relating to sanitation or the public health, safety or welfare or operations at and use of the PREMISES.

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be five years with two five-year extension options exercisable at the sole discretion of RAP's General Manager, effective on _____, 2023.

Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT. RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. Service Response and Responsibilities

Prior to any event in which CONCESSIONAIRE may be selected to provide the CONCESSION, the CONCESSIONAIRE shall:

1. Provide and maintain a reservation phone service during normal business hours for answering inquiries and taking reservations from prospective Renters. In cases where voicemail service is in use, Renter's telephone call must be returned within twenty-four (24) hours from the time the messages from a prospective Renter were received;
2. Collect reservation deposit fees from Renters after confirmation of scheduled bar service;
3. Coordinate, schedule and confirm each reserved event, and the type of bar service requested, with Renters and with RAP no less than fourteen (14) days prior to day of event;
4. Have printed brochures and/or company website detailing service plans and cost options, available at all times;
5. Include information about deposit, cancellation and/or refund policy in brochures and provide the brochures to prospective Renters, and complete any necessary service agreements with the Renters;
6. Provide for all bar service staffing, including all hiring, training, and supervision;
7. Set-up or prepare the PREMISES of the VENUE within one (1) hour before the start of the event;

During the event in which CONCESSIONAIRE is providing the CONCESSION, the CONCESSIONAIRE shall:

8. Provide an Events Manager and/or Events Coordinator onsite during hours of the event to respond to patrons' needs;
9. Provide alcoholic and non-alcoholic beverage service to patrons renting the Venue and their guests;
10. Provide all necessary supplies and equipment, including portable bar;
11. Keep the service area of the PREMISES clean and uncluttered during the event;
12. Provide for all bar service staffing, including all hiring, training, and supervision;
13. Discontinue the dispensing of alcoholic beverages to persons deemed disorderly or intoxicated;
14. Inform patrons at the beginning of the event, at two hours before the end of the event, and at ninety minutes before the end of the event that alcohol will not be served during the last hour of the event;
15. Take reasonable steps to exercise due diligence in assisting patrons deemed intoxicated by providing the necessary assistance in order to prevent injury to themselves and to others and report all incidences promptly to RAP's Facility Manager or Supervisor;
16. Be responsible for the conduct of activities during the event, and ensure compliance with the local, state and federal policies and regulations;
17. Be present during any activity at PREMISES where liquor is sold or dispensed, including champagne toast only events;
18. Ensure the PREMISES is kept clean and uncluttered;

After the event in which CONCESSIONAIRE is providing the CONCESSION, the CONCESSIONAIRE shall:

19. Remove all CONCESSIONAIRE'S products and equipment from PREMISES and VENUE within an hour after each event and ensure the event area is left in the same or better condition as it was prior to the event;
20. Dispose of all trash;

Other Responsibilities, the CONCESSIONAIRE shall:

21. Implement a Customer Satisfaction and Improvement Program to incorporate suggested improvements from patrons using a customer service survey / questionnaire; and
22. Collect the full balance of fees from Renters and patrons and promptly remit revenue

payment to the RAP.

B. Cleanliness

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area clean and sanitary at all times during times service is provided. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. RAP will incur the cost of all garbage pick-up from the main dumpster during the term of this AGREEMENT.

All recyclable bottles, cans, and cardboard shall be removed from the VENUES by the CONCESSIONAIRE daily.

C. Conduct

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

D. Disorderly Persons

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

E. Non-Discrimination/Equal Employment Opportunity Practices/Affirmative Action

1. CONCESSIONAIRE, in its operations at the VENUE, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the VENUE authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Exhibit A Section PSC-9 of the STANDARD PROVISIONS, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said PREMISES and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

F. Personnel

1. **Freedom from Tuberculosis**

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONCESSIONAIRE shall provide RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

2. **Qualified Personnel**

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

3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP, a Concession Manager of CONCESSIONAIRE'S operations at the VENUE.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The authority of the Concession Manager is to include, but is not limited to, the ability to: hire, fire, and schedule personnel, order merchandise and materials, oversee inventory control, and tracking, implement a marketing plan; maintain accounting records, book parties and events; oversee operations; train employees (to include such areas as a customer service); and have ultimate on-site decision-making responsibility.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the

operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within three business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. Approval of Employees, Volunteers and Subcontractors

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the VENUE at RAP's instruction.

G. Menu and Pricing

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.
2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.
3. CONCESSIONAIRE shall offer for sale to the public a range of alcoholic and non-alcoholic beverages as described in CONCESSIONAIRE's Proposal (Exhibit C).

4. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All menu items kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

5. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense using glass bottles, cans, or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic.
6. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

H. **Diversion of Business**

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

I. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased by CONCESSIONAIRE at its sole expense, transported to and from the VENUE for each event, and shall remain its personal property. There is no on-site storage allowed for CONCESSIONAIRE. At select VENUES, portable bars owned by RAP, may be used by CONCESSIONAIRE during events. RAP is not responsible to repair or replace the portable bars. RAP reserves the right to remove or salvage any and all of its portable bars. CONCESSIONAIRE using RAP's portable bars are required to keep them clean during and after each event serviced.

Upon termination of the AGREEMENT and at the end of each event at which CONCESSIONAIRE is providing the CONCESSION, CONCESSIONAIRE shall remove its own personal property from the VENUES and shall be allowed one (1) day to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

J. **Claims for Labor and Materials**

The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports,

documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the California Unemployment Insurance Code with respect to such labor.

K. Signs and Advertisements

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

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

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

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

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays on the PREMISES and in connection therewith, shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

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

L. Utilities

CONCESSIONAIRE shall be responsible for utility charges associated with the operation of the CONCESSION at the PREMISES, computed at 1.5% of gross sales (See Section 7.B). Such utility charges shall be on a monthly basis along with the Revenue Share payment as set forth in Section 7 of this AGREEMENT.

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

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

Water and electricity shall be utilized by CONCESSIONAIRE in the most efficient manner possible, and CONCESSIONAIRE expressly agrees to comply with all CITY water

conservation programs. At the discretion of the General Manager, RAP may require CONCESSIONAIRE to establish recyclables collection and/or implement additional waste diversion strategies within the CONCESSION PREMISES.

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

M. Vending Machines

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

N. Safety

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit D) - (see SECTION 17, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. Environmental Sensitivity

CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with RAP policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

P. Fund Raising Activities

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

Q. Community Outreach

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

R. Amplified Sound

No amplified sound is permitted by CONCESSIONAIRE, without prior approval from RAP.

S. Security

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

T. Quiet Enjoyment

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

U. Receipts

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

V. Property Damage and Theft Reporting

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

SECTION 6. HOURS / DAYS OF OPERATION

CONCESSIONAIRE shall offer bar and beverage services to the public only during the hours that the CONCESSION is requested and reserved by Renters through RAP for prearranged group events at a Venue.

CONCESSIONAIRE must provide a minimum of three (3) hours of service (not exceeding the contracted rental hours of the hall).

CONCESSIONAIRE must cease alcoholic service one (1) hour prior to the end of the event.

CONCESSIONAIRE shall be allowed to enter the PREMISES one (1) hour prior to event start time to set up and will be allowed to remain at the Venue one (1) hour after the event for clean up. Additional time to enter the PREMISES and set up for the event must be arranged through RAP's Park Services Office.

SECTION 7. MONTHLY RENTAL PAYMENT

Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by GENERAL MANAGER or not, may result in additional charges; however, any such use without the prior written approval of the GENERAL MANAGER shall also constitute a material breach of this AGREEMENT and is prohibited.

A. Revenue Share

As part of the consideration for the granting of the CONCESSION through this AGREEMENT, CONCESSIONAIRE shall pay to RAP monthly revenue sharing fees as follows:

Twenty (20%) of gross receipts produced from bar and beverage (alcoholic and non-alcoholic) sales.

B. Payment Due

Revenue Share and Utilities Fee (See Section 5.L) payments shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Revenue Report (Exhibit F) shall be addressed to:

City of Los Angeles
Department of Recreation and Parks
Attention: Concessions Division
P.O. Box 86328
Los Angeles, CA 90086

C. Gross Receipts Defined

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Gratuity to employees; gratuity provided directly to employees by patrons either by cash or debit or credit card, which must be expressly identified as gratuity;
2. Cash discounts allowed or taken on sales;
3. Any sales tax, use tax, or excise tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
5. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the CONCESSION;
7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;

9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

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

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

D. Monthly Revenue Reports

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. Late Payment Fee

Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary.

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

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

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

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

SECTION 8. ADDITIONAL FEES AND CHARGES

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 7 hereof.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by RAP for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should RAP elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

SECTION 9. INSURANCE

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit G); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit G).

SECTION 10. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the FACILITY or the public areas adjacent thereto, or in the streets or sidewalks adjoining the FACILITY, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the FACILITY other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the FACILITY;
6. Place any additional lock of any kind upon any window or interior or exterior door in the FACILITY, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the FACILITY, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the FACILITY, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the FACILITY which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
9. Allow any sale by auction upon the PREMISES;

10. Permit undue loitering on or about the FACILITY;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 11. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars (\$5,000) ("Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

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

A. Agreement of Deposit and Indemnity

CONCESSIONAIRE unconditionally agrees that in the event of any default, RAP shall have full power and authority to use the Deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.

B. Maintenance of Deposit

Said Deposit shall be held by RAP during the entire term of the AGREEMENT.

C. Return of Deposit to CONCESSIONAIRE

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

SECTION 12. TAXES, PERMITS, AND LICENSES

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be

subject to the payment of the property taxes levied by the State and County upon such interest.

- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 13. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 13, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 14. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three years thereafter.

A. Employee Fidelity Bonds

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

B. Cash and Record Handling Requirements

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

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and

disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

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

C. Method of Recording Gross Receipts

CONCESSIONAIRE must install a computerized point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be capable of accepting credit and debit card payments; providing paper receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public. A receipt shall be offered to the patron for all transactions.

D. Annual Statement of Gross Receipts and Expenses

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

In addition, RAP may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds

two percent and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 15. REGULATIONS, INSPECTION, AND DIRECTIVES

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

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

B. Conformance with Laws

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES and FACILITY;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. Permissions

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

D. Right of Inspection and access to Concession

CITY, RAP, their authorized representatives, agents and employees shall have the right to enter the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. RAP staff are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the

purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

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

E. Control of Premises

RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the VENUE and grounds surrounding same, as may be determined by RAP.

F. Business Inclusion Program

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

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit I) when submitting the Monthly Revenue Report. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit J) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

G. First Source Hiring Ordinance

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
 - a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

- b. Interview qualified individuals referred by EWDD; and;
 - c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
 4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

SECTION 16. SURRENDER OF POSSESSION

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

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

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option, and subject to agreement by RAP, surrender all or a portion of the works, structures, or other improvements to RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 17. NOTICES

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

Department of Recreation and Parks
Attention: Concession Unit
P.O. Box 86328
Los Angeles, CA 90086

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

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

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

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

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

Monterey Concessions
Attn: Prodromos Mike Begakis
16821 Burbank Blvd.
Encino, CA 91436

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

SECTION 18. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by this reference:

- A. Standard Provisions for City Contracts (Rev. 9.22) [v.1]
- B. Concession Special Event Venue List (Revision 9/7/2022)
- C. Proposal submitted by CONCESSIONAIRE
- D. Form General No. 87 "Non-Employee Accident or Illness Report"
- E. Special Occurrence and Loss Report

- F. Monthly Revenue Report
- G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- H. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- I. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- J. Schedule C, Final Subcontracting Report

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit G, 4) Exhibit B, 5) Exhibit C, 6) Exhibit D, 7) Exhibit F, and 8) Exhibit E.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: _____ DATE: _____
Jimmy Kim
General Manager

Monterey Concessions

BY: _____ DATE: _____
Prodromos Mike Begakis

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

**BAR AND BEVERAGE SERVICE CONCESSION
VENUE LIST
(Revision 9/7/2022)**

The City of Los Angeles Department of Recreation and Parks (RAP) owns and operates ten special event venues that are permitted for serving alcoholic beverages:

- Brand Park Community Center
15121 Brand Boulevard
Mission Hills, CA 91345

- Orcutt Ranch Horticultural Center
23600 Roscoe Boulevard
Wet Hills, CA 91304

- Grace E. Simons Lodge
1025 Elysian Park Drive
Los Angeles, CA 90012

- Friendship Auditorium
3201 Riverside Drive
Los Angeles, CA 90027

- Griffith Park Visitors Center Auditorium
4730 Crystal Springs Drive
Los Angeles, CA 90027

- Monticillo De Leo Politi (outdoor amphitheater area with picnic tables, "old lodge" area)
On Stadium between Scott Road & Academy Road, Los Angeles, CA 90012

- Pershing Square
532 S Olive Street
Los Angeles, CA 90013

- Cabrillo Beach Bath House
3800 Stephen M White Dr.
San Pedro, CA 90731

- EXPO Center - Exposition Park Rose Garden
3990 Bill Robertson Lane
Los Angeles, CA 90037

- EXPO Center - Ahmanson Senior Citizen Center (Ballroom)
3990 Bill Robertson Lane
Los Angeles, CA 90037

RAP reserves the right to close or add additional venue locations.



L.A. Bar Services

(818)789-1919

montereyconcessions@gmail.com

September 20, 2022

City of Los Angeles
Department of Recreation and Parks
Office of the Board of Commissioners
221 N. Figueroa Street, Suite 300
Los Angeles, CA 90012
Attention: Board Secretary

RE: Proposal for Bar and Beverage Service Concession (CON-F22-003)

Dear Board of Commissioners,

It is with great pleasure that Monterey Concessions, dba LA Bar Services hereby submits its proposal for the Bar and Beverage Service Concession (the "RAP SEV").

As one of the current operators of the Bar and Beverage Service Concession, we have had the pleasure of proudly serving the City of Los Angeles community on the Special Events Venues for the past 12 years. We believe that our knowledge, experience, and passion for the Los Angeles community, coupled with our energetic re-branding and renovation plans detailed within the proposal, make us the perfect candidates to continue operation of the RAP SEV. Accordingly, enclosed herewith please find the electronic version of our proposal.

Thank you for your time and consideration. Should you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,
MONTEREY CONCESSIONS (LA Bar Services)
P. MIKE BEGAKIS
montereyconcessions@gmail.com
(818) 789-1919

Enclosures



2. BACKGROUND AND EXPERIENCE (Minimum Qualification)

2.1 Ownership Description

- 2.1.1 Address: 16821 Burbank Blvd., Encino, CA 91436
- 2.1.2 Length in business: 21 years as Monterey Concessions, but over 45 years of bar experience
- 2.1.3 Type: Sole Proprietorship
- 2.1.4 Size of company: 20 employees, and \$1,3 million in Annual Gross Revenue
- 2.1.5 Person responsible for operations: Mike Begakis
- 2.1.6 Pending mergers: There are no pending mergers.
- 2.1.7 Subcontractors ownership: There are no subcontractors.

2.2 Description of proposing entity's experience/knowledge

- 2.2.1 Monterey Concessions, dba LA Bar Services is one of the current operators of this concession
- 2.2.2 Proposer's years of above experience: 19 years
- 2.2.3 Extent of any related experience: 45+ years of bar operation experience
- 2.2.4 Additional information demonstrating qualifications: Monterey Concessions also operates 2 more full service liquor licenses at the Balboa Encino Clubhouse, and the Hansen Dam Clubhouse. All licenses and service have been operated without any ABC infractions or limitations to our liquor licenses.

2.3 Contracts History

- 2.3.1 Contracts commenced and terminated during most recent 12 months:
Bar Services Contract (Open contract, but being rebid on this RFP);
Balboa Encino Clubhouse (Open contract);
Hansen Dam Clubhouse (Open contract);



2.3.2 Contracts terminated during 2019, 2020 and 2021:

2019 – Griffith Park Clubhouse, contract termination

2.4 Current Operations

2.4.1 Employee hiring, training and promotion policies:

Attached employee handbook [Addendum]

2.4.2 Methods and controls for accounting:

Standard accounting procedures will be utilized.

2.5 Current Operations

2.5.1 Business References:

Allied Beverage (Harbor Distributing)

13235 Golden State Rd.
Los Angeles, CA 91342
(855) 424-2337
Contact: Daniel Pulga

Anheuser-Busch (Budweiser)

15420 Cobalt St.
Sylmar, CA 91342
(800) 600-8022
Contact: Christian Bern

Individual Foodservice

5496 Lindbergh Ln.
Bell, CA 90201
(323) 981-2800
Contact: Craig

Sporkin Insurance Agency (Farmers Insurance)

2214 W. Burbank Blvd.
Burbank, CA 91506
(888) 841-1249
Contact: Jeff Sporkin



2.5.2 Financial References:

Union Bank (*Checking/Savings accounts and lines of credit*)
 16633 Ventura Blvd.
 Encino, CA 91436
 (818) 995-2000
 Contact: Rubi Topete

Wells Fargo (*Checking/Savings accounts and lines of credit*)
 PO Box 29482
 Phoenix, AZ 85038-8650
 (800) 225-5935

Bank of Hope (*Checking/Savings accounts and lines of credit*)
 8401 Reseda Blvd.
 Northridge, CA 91324
 (818) 773-6133
 Contact: Gus

2.6 Financial Capacity

2.6.1 Good Standing:

Monterey Concessions, dba. LA Bar Services has no qualified opinion in the audited financial statements, including “going concern” issues.

2.6.2 Amount of Investment Required:

Monterey Concessions, dba. LA Bar Services is one of the current bar services concessionaire.

2.6.3 Amount of investment to begin operations as proposed:

Monterey Concessions, dba. LA Bar Services is one of the current bar services concessionaire. 2.6.3 Amount of investment to begin operations as proposed:

Performance Deposit	\$5,000	
Inventory	\$0	*(current inventory owned \$7k)
Equipment	\$0	*(current equipment owned \$20k)
Operating Supplies	\$0	*(current inventory owned \$3k)
Training	\$0	*(current trained crew)

** Note – Since Monterey Concessions is one of the current operators of the contract, no additional costs would be incurred because current inventories are sufficient.*



2.6.4 Source(s) of Funding:

Monterey Concessions, dba. LA Bar Services is one of the current bar services concessionaire. 2.6.3 Amount of investment to begin operations as proposed:

2.7 Financial Documentation

2.7.1 12 months of bank statements and copies of current credit reports
[Addendum]

2.7.2 No loans are to be used to fund this concession operation

2.7.3 No additional sources of funding are to be used other than the cash reserves indicated in 2.7.1



BUSINESS PLAN

Executive Summary

Monterey Concessions – LA Bar Services (hereinafter, the “LA Bar Services”) is excited to present its vision of the future of the Bar and Beverage Services to be provided in the events held in the Special Events Venues (hereinafter, the “SEV”). In executing on its Mission and Objectives, LA Bar Services will rely on its wealth of experience in the concession and catering industry, to provide high quality, low priced food and beverage goods via exceptional service. If successful, LA Bar Services believes it can realize increased revenue returns.

Mission:

Our mission is to combine 45 years of high quality food and beverage services with new branding and innovative marketing techniques, to deliver a proven bar services and food catering experience to our local community.

Objectives:

Based on our mission, we seek to achieve the following goals:

- Provide bar and beverage services on a year-round basis at RAP SEV, while following California Alcoholic Beverage Control (ABC) guidelines.
- Offer a variety of branded and generic alcoholic beverages along with a variety of nonalcoholic beverages, at competitive prices and with varied options (e.g. well and premium liquor tiers).
- Recognize that the majority of patrons renting a RAP SEV have limited budgets to host a gathering where expenses may include: facility rental, food catering, bar and beverage service, security, decorations and entertainment.
- Provide high-quality, friendly, and professional service with trained staff at reasonable market prices to meet the needs and expectations of the City, event hosts and event patrons.
- Provide all necessary furnishings and equipment in order to create an attractive and inviting bar offering. (Portable bar is discussed in Description of Concession.)



- Display awareness of the demographics and special needs of the communities that the concession and venues serve.
- Reach out to the community to increase the current usage of the concession through the use of marketing and advertising.
- Assist and coordinate planning activities by responding to all inquiries for service quickly and professionally, including follow-up responses.
- Notify RAP staff of all events once they have been booked.
- Conduct and manage the events accordingly so that clients are satisfied and are provided a memorable experience.
- Minimize wait times during events.
- Maintain the cleanliness and appearance of the venue's portable bars and surrounding service area to the satisfaction of RAP.
- Provide trained staff to diligently check identifications to ensure alcohol is not served to minors, to limit/restrict alcohol service when a person is suspected to be over-intoxicated, and to provide excellent customer service.
- Work in partnership with RAP staff and event security in preparation of events, during events, and as unforeseeable circumstances arise.
- Ensure RAP's portable bars are used with care, emptied and cleaned after each event.
- Remove all trash generated by the bar and beverage service (bottles, cans, cups, stir sticks, fruit discards, used napkins, box trash, etc.). Recycle materials. City dumpsters at each facility may also be used.
- Collect all fees due from the client.
- Remit monthly to RAP revenue share payment, utilities fee, and monthly revenue report.

Company Locations and Facilities:

Monterey Concessions currently operates the restaurant, bar and catering facilities at (a) Encino & Balboa Golf Course; (b) Hansen Dam Golf Course; (c) Upstage Catering at the historic Wiltern Theater and the Pantanges Theater at Hollywood. We also operate the Beach Side Café located at Will Rogers State Beach. Monterey Concessions is also a preferred Bar and Beverages services vendor for the City of Los Angeles.



Company Ownership

Monterey Concessions brings a trusted, but fresh, management team to the Venue's operation.

P. Mike Begakis (Owner & President). Mike began his distinguished career at the Ambassador Hotel. His first foray into the food and beverage industry was with Patio Deli, which he owned and operated for 12 years. Afterwards, Mike owned and operated the Upstage Café in the iconic Wiltern Theater building for 12 years. Under his management, the Upstage Café became a top lunch destination in the 1980s and 90s for attorneys and business people working in downtown Los Angeles. It was here that Mike developed an appreciation for the history of Los Angeles as represented through architectural monuments like the Wiltern Theater, while also learning how to effectively run a modern restaurant within the structural limitations of such historic architecture. Most recently, Mike has spent the past 22 years becoming intimately familiar with how to uniquely and successfully operate the Venue, and other Los Angeles Department of Recreation and Parks golf course concessions.

John Begakis (Vice President of Legal Affairs). John is a practicing entertainment & technology attorney based in Los Angeles. Taking a page out of his father's entrepreneurial career playbook, John co-founded two companies by the age of 30, including his current law firm where he now sits as managing partner. Spending his childhood in his father's restaurants has brought John back to Monterey Concessions, where he looks to bring his legal expertise and business acumen to the operation of the company.

Kristin Pelargos (Vice President of Marketing). Kristin has joined the Monterey Concessions team to apply her wealth of industry knowledge to the implementation of an innovative, technology-focused business and marketing strategy that will help Monterey Concessions realize greater revenue potential from the Venue.

Proposed Equipment

The list of major equipment that is currently being provided and will continue to be provided if chosen as one of the operators of the bar is: a delivery van, portable bars, non-resettable registers, bar kits, bar skirting, ice bins, dolly's, bar kits, credit/debit card machines.



Proposed Services, Products and Price List

Hosted Bar Pricing

Type of Bar

- Soda, Juice & Water Bar	\$ 7.50	per person
- Value Bar	\$ 15.00	per person
- Well Bar	\$ 19.00	per person
- Premium Bar	\$ 24.00	per person

Additional Time (per 100 guest)

- Soda & Water Bar	\$ 100.00	per hour
- Soda, Juice & Water Bar	\$ 200.00	per hour
- Value Bar	\$ 300.00	per hour
- Well Bar	\$ 400.00	per hour
- Premium Bar	\$ 500.00	per hour

* Complimentary champagne toast for our premium package

Prices include bar setup and breakdown, plastic/paper goods, ice, and 4 hours of full bar service. A second bartender is required for parties over 150 guests. \$150.00 for a second bartender. All prices are subject to prevailing service charge, transportation fee and sales tax.

Liquor	Value Bar	Well Bar	Premium Bar
Vodka	N/A	House Brand	Grey Goose, Tito's
Gin	N/A	House Brand	Bombay, Tanqueray
Rum	N/A	House Brand	Bacardi, Malibu
Tequila	N/A	House Brand	Don Julio Blanco, Patron Silver
Scotch	N/A	House Brand	Chivas Regal, Johnnie Walker Red
Whiskey	N/A	House Brand	Crown Royal, Jack Daniels
Brandy	N/A	House Brand	Presidente, Hennessy
Cordials	N/A	House Brand	Baileys, Grand Marnier
Beer	House domestic	Choice of one: Bud, Budlight or Rolling Rock	Choice of one domestic and one imported
Wine	White and Red	Chardonnay & Carbenet	Chardonnay, Carbenet, Merlot Zinfandel & Sauvignon Blanc
Soft Drink	Assorted (Including Diet)	Assorted (Including Diet)	Assorted (Including Diet)
Juice	N/A	Orange & Cranberry	Orange, Cranberry & Pineapple
Water	Bottled Water	Bottled Water	Bottled Water

** Craft and imported beer available for an additional cost.



No Host / Cash Bar Pricing

Liquor	Brand	Price
Vodka	Tito's / Barton	\$ 11.00 / \$ 9.00
Gin	Tanqueray / Barton	\$ 11.00 / \$ 9.00
Rum	Captain Morgan / Barton	\$ 11.00 / \$ 9.00
Tequila	Sauza / Montezuma	\$ 11.00 / \$ 9.00
Scotch	Chivas Regal	\$ 10.00
Whiskey	Jack Daniels / Barton	\$ 11.00 / \$ 9.00
Cognac	Hennessy	\$ 15.00
Cordials	Grand Marnier / Baileys	\$ 13.00 / \$ 10.00
Beer	Domestic	\$ 6.00
	Craft / Imported	\$ 9.00
Wine	Chardonnay, Carbenet and Merlot	\$ 7.00
Soft Drink	Assorted (Including Diet)	\$ 4.00
Juice	Orange, Cranberry and Pineapple	\$ 6.00
Water	Still water	\$ 3.00

Cash Bar Setup Fee

\$795.00 - for up to 150 guests.

\$150.00 - each additional hour

Prices include a bar, bar tender, and 4 hours of full bar service.

All prices are subject to prevailing service charge, transportation fee and sales tax.

All alcoholic beverage laws and regulations of City and State will be enforced by LA Bar Services



L.A. Bar Services

(818)789-1919

montereyconcessions@gmail.com

Permits and Licenses:

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE

THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED
BUSINESS TAX

ISSUED: 1/16/2016

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0000645358-0002-1	LGR2	GrossReceiptFund/Class2(Ord 183419)	1/1/2007	Active

PRODROMOS MIKE BEGAKIS
13019 BAILEY ST
WHITTIER CA 90601-4289



ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

ISSUED BY:
Christina D. Christauble
DIRECTOR OF FINANCE

16821 BURBANK BLVD
ENCINO, CA 91436-1000

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."


NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200

FORM 2000 (Rev. 11/15) IMPORTANT - READ REVERSE SIDE

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER
7/1/2006 SR AC 100-797052

MONTEREY CONCESSIONS AT ENCINO
PRODROMOS MIKE BEGAKIS, ET AL
16821 BURBANK BLVD
ENCINO, CA 91436-1000

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE
CATERER PERMIT

VALID FROM Jun 01, 2022

BEGAKIS, PRODROMOS MIKE
16821 BURBANK BLVD
ENCINO, CA 91436-1000

EXPIRES May 31, 2023

TYPE NUMBER DUP
58 439875 1


AREA CODE 1933 05

BUSINESS ADDRESS (IF DIFFERENT) DBA: MONTEREY CONCESSIONS AT ENCINO

RENEWAL

OWNERS: BEGAKIS, PRODROMOS MIKE
BEGAKIS, VALERIE FAYE
KOESTNER, KYLE PATRICK
KOESTNER, MARIE DOLORES

CONDITIONS
A





MANAGEMENT and OPERATIONAL PLAN

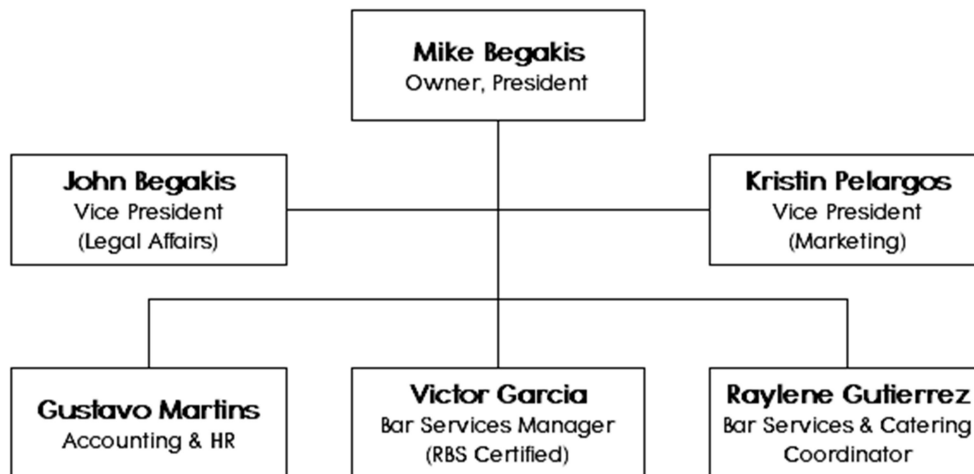
Executive Summary

As the current preferred vendors of the contract, Monterey Concessions – LA Bar Services (hereinafter, the “LA Bar Services”) has the advantage of having a full staff of management and labor with knowledge of how the Special Events Venues (hereinafter, the “SEV”) is to be properly serviced. However, we also understand that a new lease means new operations. As such, we have set forth a detailed operations plan that includes improved customer service guidelines, and a detailed quality control plan. All of this will help LA Bar Services ensure that customers see continued improvement in the already-high quality operations of the SEV they have come to expect.

Staffing Plan (Section C.1 of RFP)

An organizational chart illustrating the chain of command from the top of the LA Bar Services organization to the management level is provided herein below.

MONTEREY CONCESSIONS / LA BAR SERVICES ORGANIZATIONAL CHART





As the current preferred vendors, we understand that, at a minimum, one (1) bartender, and one (1) manager are required to fully staff the SEV. Each such position's normal duties are as follows:

- (a) Bartender – maintain the bar area, prepare all necessary garnishes, serve any mixed drinks requested from customers, and assist waiters with bringing out food as necessary.
- (b) Manager – assist customers with inquiries and complaints, conduct monthly inventory, conduct periodic quality control surveys, hire and train new employees.

For parties over 150 guests two bartenders are needed. Once this requested proposal take into consideration 50 events per year, 7 hours each and 200 guests. LA Bar Services will have two bartenders working at each event for 7 hours.

LA Bar Services believes that well-kept, visually appealing staff uniforms are an essential part of the customer experience at any bar service. That is why our previous uniforms were featured in an issue of the Lands End™ clothing catalog. Our staff uniforms consist of: (a) company polo shirt; (b) black pants; (c) a black belt; and (d) black shoes.





Customer Service Plan (Section C.2 of RFP)

Customer service goals and polices

As set forth in our Staff Training Manual (attached hereto in Appendix “A”), LA Bar Services’ customer service goals are as follows:

1. Provide high quality service to all customers.
2. Avoid mistakes or inaccuracies in taking customer orders.
3. Ensure food and drinks arrive quickly after orders are placed.
4. Allow customers sufficient time to enjoy themselves after a meal is completed.

LA Bar Services’ customer service policies and guidelines, in order to sufficiently meet the above goals, are as follows:

1. Make sure to start by introducing yourself.
2. When taking an order, always look the customer directly in the eyes, and stand erect. Never lean or write on the table.
3. Know each beverage item on the menu, including how each item is prepared and what each item costs, so that you can make specific suggestions and assist your guests with ordering.
4. Never handle cups by the rim with your hand over the drinking surface.
5. Always try to deliver complete orders to customers at a particular order.
6. Know what time your shift starts each day, and what time you need to be here to begin each shift.
7. Avoid long conversations with any particular customer or co-worker, as this will only upset other customers.
8. If you get behind on taking orders or delivering drinks to any customers, ask for assistance from other staff or your manager. You will never get in trouble for asking for help, and customers will appreciate that their orders are being fulfilled quickly.
9. If you must go to the bathroom during your shift, inform your manager and ask another bartender if they will watch your station while you are gone.
10. No eating, drinking or gum chewing during work hours, except during a rest break or meal period.



Handling Customer Complaints

When a customer complaint arises, LA Bar Services instructs their staff as follows:

First, don't take it personally. LA Bar Services believes that a customer who complains cares enough to give us a chance to fix the situation.

Second, view each customer complaint as a second chance to make the customer happy, and follow the STARS procedure below:

- **Sorry.** Apologize, take responsibility for the mistake, and don't finger point.
- **Thank you.** Thank the customer for pointing out the problem.
- **Act.** Quickly resolve the issue.
- **Recover.** Offer something extra to mend the relationship, such as a free desert.
- **Share.** Inform your manager and fellow wait staff about the complaint, so everyone can learn from the mistake and avoid it in the future.

Speed of Service Guidelines

Speed of service is an essential aspect of LA Bar Services' customer service policies and guidelines. However, safety should never be sacrificed for the sake of speed. As such, all staff are instructed to serve quickly, but never run, and to never take more items to or from customer than what they are capable of safely carrying on one server.

Quality Assurance Program

LA Bar Services is proud of the reputation it has developed amongst customers, and recognizes that this reputation has been built solely on excellent food and service, at reasonable prices, in clean and well-maintained SEV. In order to ensure that this reputation continues through future operation of the SEV, LA Bar Services intends to employ quality assurance checklists on a quarterly basis, which will help management maintain a high degree of vigilance over Venue operations. Those checklists are as follows:



SERVICE CHECKLIST

	Item	Possible Points	Points Earned	Notes
1	Menus displays posted for cash bar services	10		
2	All guests are greeted with a sincere smile while making eye contact	10		
3	All server uniforms are cleaned and pressed, with no stains or fading	10		
4	All servers read back orders to ensure order accuracy	10		
5	All servers exhibit thorough menu and product knowledge	10		
6	All servers quickly and accurately process customer payment before the drink is served.	10		
7	All servers thank customers after processing payment	10		

PRODUCT QUALITY CHECKLIST

	Item	Possible Points	Points Earned	Notes
1	All bartenders are wearing the required LA Bar Services uniform, as well as proper hair restraints or hats	10		
2	Line checks (i.e. are all beverages and supplies are properly stocked)	10		
3	Expiration dates are checked	10		



ADMINISTRATION CHECKLIST

	Item	Possible Points	Points Earned	Notes
1	All employees have completed training and have been certified	10		
2	All employees clearly understand the culture and values fostered by LA Bar Services	10		
3	All employee work schedules are completed and posted the Wednesday before the following workweek	10		
4	Job openings are timely posted to all relevant job boards, and applications are readily available	10		
5	Employee communication meetings are regularly held	10		
6	Employee-requested time off is scheduled at least two weeks in advance	10		
7	All employee reviews are scheduled and completed on time, with results timely provided	10		
8	Monterey Concessions' Mission Statement is posted in a prominent place	10		
9	Fair Labor Standards Board Poster is posted in a prominent place	10		
10	Uniform standards poster is posted in a prominent place	10		



MANAGEMENT CHECKLIST

	Item	Possible Points	Points Earned	Notes
1	Each manager's uniform is cleaned and pressed, with no stains or fading	10		
2	Each manager is present during peak times, actively assisting employees and guests	10		
3	Each manager is actively working the expo line, to ensure service quality, proper portioning, presentation, and consistency.	10		
4	Each manager is interacting with guests, specifically "thanking" guests as they leave	10		
5	All employees have been through proper reviews following the end of their three (3) month probationary period	10		
6	All employees have had appropriate and timely regular reviews, with sufficient notes kept for such reviews			
7	All employee personnel files are up to date and accurate	10		
8	Each manager is ensuring during each shift that all employees are taking uninterrupted 10 minute rest breaks and 30 minute meal periods as required	10		
9	Daily sales reports are completed and up to date	10		
10	Bank deposits are accurate and completed weekly	10		



All checklist scores will be tallied as set forth below. If the Venue’s operations fall below a score of 450, an action plan will be developed to address deficient areas. Two quarterly scores below 450 in one calendar year shall be grounds for disciplinary actions and/or firings.

Category	Possible Score	Actual Score
Service	70	
Product Quality	30	
Administration	100	
Management	100	
Total	300	
Scoring		
Excellent	300-250	Fair 199-150
Good	249-200	Poor 149-

Exchange and Refund Policies

In the unlikely event that LA Bar Services staff get a customer order wrong, LA Bar Services will exchange the order with the customer’s choice of other orders at no extra cost, or immediately honor the customer’s request for a full refund.

Types of Payment Accepted

LA Bar Services accepts all forms of credit and bank debit cards without any minimum charge requirements, including Visa, MasterCard, American Express, and Discover.



Employee Training (Section C.3 of RFP)

Employee Training and Education Program

Upon hiring, each LA Bar Services employee is provided with the Employee Training Manual attached hereto in Appendix “A”. As you will see, the Employee Training Manual covers the following areas:

- Job Functions & Responsibilities
- Service Policies and Guidelines (as described in the Customer Service Goals and Policies Section hereinabove)
- Sanitation Guidelines
- Safety Guidelines
- Quality Control and Assurance

Each new LA Bar Services employee must serve a three (3) month “probationary employment period,” during which they will be required to shadow a current employee in the same role. Upon the conclusion of this probationary employment period, each new employee will be required to take and pass a written exam, which will cover all areas covered in the Employee Training Manual.

Employee Incentive Program

LA Bar Services understands that highly incentivized employees are an essential aspect of a successful, efficiently run restaurant operation. As such, we will offer discretionary cash bonuses in each of the following scenarios:

- To any employee who maintains perfect attendance for six consecutive (6) months.
- To all employees if there are no work-place injuries at the Venue for three hundred and sixty-five (365) consecutive days.
- To all employees if the Venue earns a score of 250 or higher on two (2) consecutive Quality Assurance Reviews.



Non-Management Labor Recruitment Program

LA Bar Services is in compliance with the First Source Hiring Ordinance (“FSHO”). Accordingly, for any non-management positions, we will submit anticipated employment opportunities to FSHO. We will also announce new employment opportunities and interview qualified candidates referred by FSHO at least 7 days prior to announcing the same opportunities elsewhere. If any interviewee referred by FSHO is not hired, we will provide the City of Los Angeles with all names referred by FSHO, all names of interviewees, and the reasons we elected not to hire said interviewees.

If we are unable to fill any positions through FSHO, Monterey Concessions plans on utilizing Culintro.com, JobsOnTheMenu.com, Poached.com, and TheRestaurantZone.com, and other highly-rated restaurant-specific job posting websites.

Onsite Operation Plan (Section C.4 of RFP)

Delivery, Set up, Trash/Recycling Removal Plan

LA Bar Services employees will deliver and set up the bar area designated in each SEV one hour prior each event booked. At the end of each service all the trash and recycling produced by LA Bar Services will be collected from the SEV and transported back to LA Bar Services headquarter for the appropriate disposal.

RAP Portable Bar Clean-up Plan

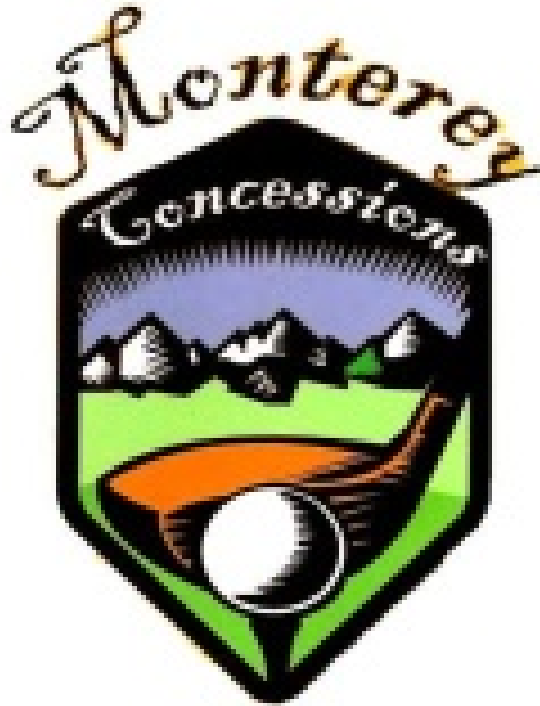
During and after each event where RAP Portable Bar is used the LA Bar Services employees will keep it clean.

Sustainability (Section C.5 of RFP)

LA Bar Services is committed to improving environmental sustainability in RAP parks. We are encouraged to use sustainable materials and packaging, such as paper and aluminum. The use of polystyrene (Styrofoam) and single use plastics are prohibited, as well the sale of individual plastic bottled water.

MONTEREY CONCESSIONS GROUP

LA BAR SERVICES



EMPLOYEE HANDBOOK

Effective Date 01.15.2019

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Welcome to MONTEREY CONCESSIONS GROUP

The following pages contain information regarding many of the policies and procedures of MONTEREY CONCESSIONS GROUP. These policies are a condition of employment. Labor relation laws require that all employees maintain a written policy that is applied non-discriminately to all employees.

If you have questions or need assistance reviewing this document, please contact: MIKE BEGAKIS at (818) 789-1919

Office hours are:

Monday through Friday: 8am to 5pm

Saturday: 10am to 2pm

Sunday: Closed

Our main phone number is (818) 789-1919.

For life threatening emergencies call 911.

For facility emergencies call (310) 420-7709.

Disclaimer

This handbook is intended only to outline the employment policies, procedures and benefits of MONTEREY CONCESSIONS GROUP. This manual is not intended to be all-inclusive and should not be considered to be an employment contract. MONTEREY CONCESSIONS GROUP reserves the right to change employment policies, procedures, benefits or this manual at any time without notice. It is the

responsibility of the employee to stay abreast of policy. MONTEREY CONCESSIONS GROUP will make every effort to notify employees of any policy changes, additions or deletions. Said changes will immediately become a part of this manual.

Introduction

MONTEREY CONCESSIONS GROUP Mission Statement

To provide quality products and services to our customers. To treat our customers and coworkers in a kind and friendly manner. To be a positive influence in the community.

Career Opportunities

It is our desire to see each and every employee achieve their highest potential. We will do our best to provide the opportunity and offer training, education and guidance whenever possible. See your immediate supervisor if you have question.

Open Door Policy

It is our objective to provide a work environment free from elements that would deter employees from performing their best work. All concerns may be expressed through our open door policy. Management at MONTEREY CONCESSIONS GROUP maintains this open door policy to discuss any issues you may have. Feel free to express yourself about work related or personal matters. We welcome your input. If you feel you have been discriminated against in any way you are encouraged to express concern through this open door policy.

Code of Conduct

Employees of MONTEREY CONCESSIONS GROUP are to conduct themselves in a responsible, professional and ethical manner. Report any unethical or dishonest behavior to your immediate supervisor.

Reported activities will be investigated by appropriate MONTEREY CONCESSIONS GROUP management team members. The management team will determine appropriate means for resolution. Employees found to be conducting themselves in an unethical manner may be subject to appropriate disciplinary action, up to and including termination.

Documented Workers

Worker Documentation

The Immigration Reform and Control Act outline requirements for worker documentation, via a Form I-9, as follows:

Every U.S. employer must have a Form I-9 in its files for each new employee, unless:

The employee was hired before November 7, 1986, and has been continuously employed by the same employer.

Form I-9 need not be completed for those individuals:

Providing domestic services in a private household that is sporadic, irregular, or intermittent;

Providing services for the employer as an independent contractor (i.e. carry on independent business, contract to do a piece of work according to their own means and methods and are subject to control only as to results for whom the employer **does not** set work hours or provide necessary tools to do the job, or whom the employer **does not** have authority to hire and fire); and

Providing services for the employer, under a contract, subcontract, or exchange entered into after November 6, 1986. (In such cases, the contractor is the employer for I-9 purposes; for example, a temporary employment agency.)

MONTEREY CONCESSIONS GROUP requires employees to submit a Form I-9. All new employees must complete Section 1 of a Form I-9 no later than close of business on his/her first day of work. The employee's signature holds him/her responsible for the accuracy of the information provided. No documentation from the employee is required to substantiate Section 1 information provided by the employee.

MONTEREY CONCESSIONS GROUP reserves the right to revise this policy without notice to comply with state and federal law.

Employment

Equal Opportunity Employment

Employees are hired based solely on MONTEREY CONCESSIONS GROUP personnel requirements and the qualifications of each individual candidate.

We will not tolerate nor condone discrimination due to age, race, color, religion, sex, national origin or disability. We will comply with the spirit and letter of all local, state and federal laws pertaining to employment. Furthermore, we will not discriminate due to age, race, color, religion, sex, national origin or disability when making decisions regarding termination of employees.

Any questions or concerns regarding any aspect of this policy should be directed to the Human Resources Department.

Eligibility for Employment

Federal law requires both new employees and re-hires to provide documentation of eligibility to work in the United States plus proper identity. A properly submitted Form I-9 is required for employment.

Familial Employment

MONTEREY CONCESSIONS GROUP does allow family members and relatives of employees to be considered for employment, provide they are qualified for the position and no other conflict of interest exist. Hiring decisions will be the exclusive responsibility of the Human Resources Department.

Moving Expense for Relocation

MONTEREY CONCESSIONS GROUP does not pay relocation expenses for new hires or employees offered positions requiring relocation.

Part-Time Employment

MONTEREY CONCESSIONS GROUP does offer part-time employment positions. Employees who work 39 hours or less per week will be considered part-time. Direct all questions regarding benefits for part-time workers to the Human Resources Department.

Minimum Wage

MONTEREY CONCESSIONS GROUP adheres strictly to minimum wage standards as outlined by the United States Government.

Criminal Convictions

Criminal convictions are taken seriously at MONTEREY CONCESSIONS GROUP.

We reserve the right to disqualify any applicant for employment that has been convicted of a criminal offense.

Furthermore, conviction of a crime may result in an automatic termination.

MONTEREY CONCESSIONS GROUP will make every effort to evaluate the nature and circumstances of the conviction. With the safety and well-being of co-workers at stake, convicted employees may be subject to appropriate disciplinary action, up to and including termination.

Violence

Threats of violence and acts of violence are strictly prohibited. Employees threatening or committing acts of violence will be subject to appropriate disciplinary action, up to and including termination. Report any such activity to your immediate supervisor or the Human Resources Department.

Weapons

Weapons are generally defined as guns, knives and other objects universally considered a weapon by the vast majority of society. A “weapon” can also be any object which would do harm to another when used as such. MONTEREY CONCESSIONS GROUP shall deem any such object a “weapon” for the purpose of enforcing of this policy.

Possession of weapons is prohibited on company property and while on duty performing company business at any location. Any employee on duty or on company premises in possession of a weapon will be subject to appropriate disciplinary action, up to and including termination. Report any weapon possession to your immediate supervisor or the Human Resources Department.

Alcohol, Drugs & Illegal Substance Abuse

Possession of alcohol, illegal drugs or other illegal substances is not permitted on company property, or while on duty in the company of MONTEREY CONCESSIONS GROUP. Furthermore, employees are not permitted to report for duty while under the influence of alcohol, illegal drugs or other illegal substances. Employees failing to

adhere strictly to this policy will be subject to disciplinary action, up to and including termination. Report any suspicious activity to your immediate supervisor or the Human Resources Department.

Sexual and Other Unlawful Harassment

It is the objective of MONTEREY CONCESSIONS GROUP to provide a working environment free from discrimination and conduct commonly referred to as sexual harassment.

The E.E.O.C. (Equal Employment Opportunity Commission) has provided a broad definition of sexual harassment. It is general in nature and may not always be clear when evaluating everyday situations.

“Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment,
2. Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual, or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.”

Sexual harassment refers to behavior inappropriate in the workplace because it is offensive, unwelcome behavior which would not occur but for the sex of the offended person. Both sexual harassment, and accusations of sexual harassment, are disrupting to the work environment.

If you or a co-worker experiences what you believe to be sexual harassment or accusations of sexual harassment, report it promptly to your immediate supervisor or the Human Resources Department. MONTEREY CONCESSIONS GROUP will investigate any employee, regardless of job position when such allegations are made. Based on available information, MONTEREY CONCESSIONS GROUP will take appropriate action and communicate on a need-to-know basis.

Appropriate disciplinary action, up to and including termination will be taken against any individual for sexual harassment charges determined to be valid.

Domestic Violence Statement

MONTEREY CONCESSIONS GROUP recognizes that domestic violence can have an adverse impact on employee job performances and may also impact co-worker’s performance.

MONTEREY CONCESSIONS GROUP will assist employees affected by domestic violence, both the victim and the abuser within reasonable guidelines. Information will remain confidential as long as the safety of others is not in risk.

Job Postings

MONTEREY CONCESSIONS GROUP does not post available hiring positions for consideration of current employees.

Seniority

MONTEREY CONCESSIONS GROUP does not consider length of continuous service when making decisions for advancement, job placement, layoffs or staff reductions.

Employment Evaluation

All employees will be under “evaluation” for the first three months of employment. Your immediate supervisor will be responsible for evaluating your performance, aptitude and compatibility with co-workers. At the end of the evaluation period, you may be invited to become a full time employee who may entitle you to additional benefits. In the event your evaluation information indicates you do not qualify, your employment will be terminated.

Personnel File

MONTEREY CONCESSIONS GROUP maintains a confidential personnel file for each employee. Files are controlled by the Human Resources Department. Employees must acquire permission to view his or her personnel file from the Human Resources Department. These files are the property of MONTEREY CONCESSIONS GROUP; no documents may be altered or removed by the employee. Every reasonable effort is made to keep the information confidential; access is limited to staff members who require access to perform their job functions. Copies will not be distributed to any third party unless mandated to do so by a court of law.

Policies & Procedures

Attendance

Punctual attendance is mandatory for efficient job performance. In cases of absence for any reason notify your immediate supervisor as well as the front office as soon as reasonably possible. Poor attendance, absence without notification or habitual tardiness will be subject to appropriate disciplinary action, up to and including termination.

Parking

MONTEREY CONCESSIONS GROUP employees are required to park in the employee parking area. All other parking is reserved for customers and visitors.

Work Schedule Requirements

With variations in work load based on demand from our customers, it is our responsibility to meet critical deadlines, sometimes with little notice. As a result, you may be required to work overtime be it pre-planned or spontaneous. Overtime is mandatory when required; it is a condition of employment.

Staff Meeting

Group meetings of several employees as well as meetings of all employees are occasionally scheduled. Every effort is made to schedule these meetings during the hours worked by the vast majority of employees. Written notification for mandatory meetings will be distributed in advance. All employees are required to attend, when requested, even if it is not during their scheduled work hours.

Bulletin Boards

Bulletin boards placed in designated areas throughout the facility display notices and announcements for employees to review. It is the responsibility of each employee to review the bulletin boards several times per week to be aware of information posted.

Suggestion Box

MONTEREY CONCESSIONS GROUP always encourages employees to submit suggestions, comments or new ideas which may benefit the company or working

conditions. If you wish to remain anonymous, every precaution will be made to preserve your privacy. Management will check the suggestion box on a regular basis for new submissions.

Time Cards

All employees are required to turn in daily time cards reflecting hours worked unless authorized to be exempt, as with supervisory and management personnel. For vacation, paid leave or holidays, time cards must be turned in accounting for these days/hours.

Lunch Break

Regardless of shift worked, all employees are required to take a lunch break. Lunch break are for 30 minutes. Schedules may vary from employee to employee based on work schedule and from one department to another. It is the responsibility of your immediate supervisor to establish your lunch break schedule.

Breaks

It is the best interest of our employees and MONTEREY CONCESSIONS GROUP to provide a break from work several times throughout the work day. Typically you will receive two refreshment breaks, one before and one after the meal break. Schedules may vary from employee to employee based on work schedule and from one department to another. It is the responsibility of your immediate supervisor to establish your break schedule.

Workplace Dress Code

MONTEREY CONCESSIONS GROUP encourages employees to dress comfortable, with consideration given to maintaining a professional appearance. Appropriate attire should be worn at all times in keeping with commonly recognized standards. If you interface with clients or are scheduled to meet with clients on an occasional basis, be prepared and dress appropriately. Be considerate of the company's image as well as your image with customers and your co-workers.

Medical Attention

MONTEREY CONCESSIONS GROUP requires employees to notify a supervisor when medical attention is required for any reason, accident or illness. Employees requiring transportation to a medical facility must be taken by trained medical personnel. Transportation and medical costs are the responsibility of the employee.

Compensation

Compensation for employment is based on performance. Rates are established by mutual agreement between the employee and MONTEREY CONCESSIONS GROUP. Raises also, are based on performance, growth and productivity. All requests for salary increases and/or promotion will be fairly considered by supervisors and the Human Resources Department. Employment is based on an as-needed basis. Employees are not guaranteed tenure or retirement benefits.

Overtime

Hours of work performed by hourly employees, over 40 hours in any seven day period, qualify for payment at a rate of 150% of the employee's regular hourly pay. All overtime must be approved in advance by your immediate supervisor to quality. All hours during a work week that are calculated in the total for overtime must be hours actually worked. Vacation, sick days, personal days to any other non-working benefit days do not count in the calculation of overtime.

Commissioned Sales

Sales personnel who are compensated based on commissions are responsible for the entire sales process. This responsibility includes all communication with the client throughout the life of the project and including collection of all invoices related to the project. Commissions may be paid as an advance, however, commissions are not earned until all phases of the project are completed and all invoices are paid in full. Commission rates are negotiated based on the terms of the sale and the accuracy of the bid versus actual task required to complete the project.

Wage and Salary Disclosure

Compensation programs are confidential between the employee and MONTEREY CONCESSIONS GROUP. Disclosure of wages or compensation to any third party or other employee is prohibited and could be grounds for termination.

Payroll Schedules

Employees are paid every two weeks. Regardless of shift schedule, the work week begins Monday and ends Sunday. Payday is every other Friday. In the event payday falls on a holiday, paychecks will be distributed before the holiday.

Paychecks

Payroll checks shall be distributed on payday as established in the Payroll Schedule section of this handbook. Federal, state and any other required taxes will be withheld from wages as will any voluntary deductions.

Payroll Deductions for Federal Tax, State Tax, FICA and Medicare

As required by law, MONTEREY CONCESSIONS GROUP withholds taxes from employee earnings, as well as social security (FICA) and Medicare. MONTEREY CONCESSIONS GROUP also participates in matching programs as required.

Working Away From the Office

Electronic media opens the door to new opportunities for working away from the office. As a general rule we discourage this practice. However, there may be certain and specific circumstances where doing so could benefit both the employee and MONTEREY CONCESSIONS GROUP.

If you wish to consider this option discuss it with your immediate supervisor. If the supervisor concurs, they will request authorization from the Human Resources Department. Monitoring procedures may be put in place during the off-site working arrangement. All arrangements for such activities are considered temporary and may be terminated without notice.

Performance & Evaluation Reviews

Annual performance and evaluation reviews will outline the competencies you need to perform your job functions successfully. Your contributions to your department and MONTEREY CONCESSIONS GROUP are also reviewed and documented. Your supervisor will discuss job requirements for your duties and identify your specific skills. Together you will establish plans for your growth and development. All performance reviews will become a permanent part of your personnel file.

Reimbursement of Expenses

Expenses to be reimbursed by MONTEREY CONCESSIONS GROUP must be approved in writing prior to expenditure. To receive reimbursement you must furnish the Accounting department with two items: receipts for all expenses (other than per diem or mileage) and a properly completed expense form (available from your immediate supervisor).

We appreciate your expenditures on behalf of MONTEREY CONCESSIONS GROUP and will make every effort to reimburse you in a most timely fashion.

If you require an advance for expenses, see your immediate supervisor.

Reporting Personal Information Changes

Employees must notify the Human Resources Department whenever there is a change in their personal information on file with MONTEREY CONCESSIONS GROUP, this includes address, phone number, income tax withholding information, emergency contacts and if applicable, any information which may impact your insurance coverages.

Gifts, Entertainment & Meals

MONTEREY CONCESSIONS GROUP employees and their families are not allowed to give or receive business gifts, favors, meals or entertainment to or from any customers or suppliers of MONTEREY CONCESSIONS GROUP, except as approved by the Human Resources Department.

If you or a co-worker is approached to give or receive such gifts you are required to request permission from the Human Resources Department.

Visitors

Due to the nature of our business, security clearances and non-disclose agreements with our clients, visitors are not allowed in production or restricted areas. All visitors who are not visiting for business purposes will be restricted to the regular lobby area. All business visitors must have authorization to enter production areas. See your immediate supervisor for authorization. Notify a supervisor immediately if you become aware of any unauthorized visitors.

Personal Property

MONTEREY CONCESSIONS GROUP is not responsible for personal property of employees in facilities, vehicles or parking areas. Any personal items brought on premises deemed inappropriate by MONTEREY CONCESSIONS GROUP, will be

removed without notice. As always, be considerate of the company's image as well as your image with customers and co-workers.

Personal Safety

At MONTEREY CONCESSIONS GROUP the safety of our employees is a top priority. We will make every effort possible to ensure the safest working environment possible. If you have suggestions or concerns discuss them with your immediate supervisor or the Human Resources Department. If you feel you are in danger performing your job duties, stop working and report the hazard to your immediate supervisor. Failure to comply with all health, safety and environment policies and procedures may result in disciplinary action, up to and including termination.

Food & Beverage

Without exception, food and beverage is strictly prohibited within immediate proximity of any computers, servers, related hardware, application storage areas or production equipment. In all other areas, employees should be mindful of potential business visitors within the work area. Meals should be eaten in the specified lunch area.

Smoking

Smoking is not allowed in MONTEREY CONCESSIONS GROUP facilities. Smoking is allowed only in designated areas outdoors. While smoking, please be considerate of others. All smoking materials must be extinguished properly and disposed of in appropriate receptacles.

Office Parties

Office parties for employees of MONTEREY CONCESSIONS GROUP may be held on company premises with permission from ownership. Alcoholic beverages are allowed at these functions, with discretion.

Solicitation

As a courtesy to other employees MONTEREY CONCESSIONS GROUP does not allow solicitation of political information, religious information or items for sale. Solicitation for sale of items involving fund raisers for school projects and the like may be considered. See your immediate supervisor for approval.

Moonlighting

With approval from Mike Begakis, MONTEREY CONCESSIONS GROUP does allow employees to “moonlight” offering services similar to those provided by MONTEREY CONCESSIONS GROUP. In no case will an employee be given permission to offer these services to any MONTEREY CONCESSIONS GROUP customers or potential customers. Failure to comply with this policy may result in disciplinary action or termination of employment.

Company Property

Confidential Information Security

As a matter of course employees of MONTEREY CONCESSIONS GROUP will have access to confidential and proprietary information. This information includes, but is not limited to, personnel information, pricing, client lists, contractual agreements, intellectual property and marketing/sales strategies. It is a condition of employment that you not disclose this information to third parties during or after employment. Disclosure of MONTEREY CONCESSIONS GROUP confidential information without express written approval is prohibited.

Facilities Security

It is the responsibility of all employees to make sure the facilities and work areas are secure. Any employee entrusted with facility keys shall make certain the facility is secure when that employee is the last to leave. See your immediate supervisor if you will be left with this responsibility. This includes, but is not limited to, turning off appropriate lights, closing and locking all doors and windows and setting the security alarm.

Report any potential security risks to your immediate supervisor.

Office Supplies, Postage & Company Accounts

MONTEREY CONCESSIONS GROUP postage, postage systems, shipping accounts and accounts with various vendors and suppliers are to be used for company business purposes only. Improper use of these items may result in appropriate disciplinary action, up to and including termination.

Company Vehicles

Use of company vehicles for personal purpose is prohibited.

Company Equipment

Company property, such as laser printers, copiers, computers and all production tools, are to be used for MONTEREY CONCESSIONS GROUP business purposes only. Use of unauthorized equipment may result in appropriate disciplinary action, up to and including termination.

Your designated work area, desks and cabinets are not to be locked with personal locks. If you need assistance securing company property see your immediate supervisor.

Phone Systems, Voice Mail and Personal Calls

Telephone systems, equipment and operators are in place to provide business services of the company. Employees are to limit the personal use of these items. Lengthy calls should be made during breaks. Long distance calls for personal use are prohibited.

Conservation and Recycling

Conserving energy and resources is a priority at MONTEREY CONCESSIONS GROUP. Employees are required to conserve power and water in all reasonable ways. Recycling containers are provided throughout the facility for collection. Containers are marked for various materials. Please be certain to separate all recyclables and put them into the appropriate containers.

Computer Related

Computers and Related Equipment

MONTEREY CONCESSIONS GROUP provides employees access to computers, printers and other equipment on an as-needed basis, to perform their job requirements. This equipment is to be used exclusively for the business activities of MONTEREY CONCESSIONS GROUP. Employees found to be using company computer equipment for personal use may be subject to appropriate disciplinary action, up to and including termination.

Employees are required to maintain their computers and related equipment in good working order. If any of your equipment needs service, repair or maintenance, notify your immediate supervisor.

Employees shall not use company systems to knowingly violate any city state or federal laws.

Computer games and personal software may not be installed on company equipment. Company equipment shall not be used to create or store personal information or projects. Company equipment shall not be used to store or display images depicting violence, sexually explicit material or are racially offensive material. Software installed on company computers must be properly licensed and installed at the direction of the computer systems supervisor.

Employees are not permitted to download any software (free or otherwise) without express permission from the computer systems supervisor.

Internet

Company computer systems, connected to the internet, are connected for business purpose only. Accessing the internet for personal use is prohibited. Employees are expressly prohibited from allowing any third party to use company provided computers or internet services.

Conducting company business on the internet must be done following all guidelines and policies for conducting business in conventional settings. Do not expect privacy on company computers. Our software and systems have the capability of tracking each visit, each email, each chat and each file transfer, by every computer on the system.

MONTEREY CONCESSIONS GROUP maintains the right to limit internet access and will comply with any reasonable requests from law enforcement to review internet activities of any employee.

While accessing the internet, employees should be fully aware of the global reach of the media. Employees are required to maintain a high level of dignity and be mindful that they represent MONTEREY CONCESSIONS GROUP to the world at large while online.

For protection of the company network and proprietary information, security measures have been installed on the systems. No employee shall, under any circumstances, attempt to disable or circumvent these security measures.

Email & Electronic Communication

MONTEREY CONCESSIONS GROUP provided email is for business purposes only. Personal use should be kept to an absolute minimum. All emails, sent or received, are company records and as such, are accessible to appropriate staff members. No anonymous emails can be sent from company systems. All employees are required to identify themselves by name and email address. Chat room participation is prohibited except for business related forums which require approval from your immediate supervisor.

Policies for Leave of Absence

Eligibility

Paid and non-paid leave of absence is a benefit of working at MONTEREY CONCESSIONS GROUP. To qualify for these leave of absence benefits the employee must be a full time employee and have completed a minimum of ninety (90) days continuous employment with MONTEREY CONCESSIONS GROUP. Full time employees are employees who have been assigned a regular 40 hours per week work shift. Employees scheduled for less than 40 hours weekly are not eligible. MONTEREY CONCESSIONS GROUP reserves the right to, without notice, revise these leave of absence policies.

If you have questions contact the Human Resources Department.

Personal Leave of Absence

MONTEREY CONCESSIONS GROUP will make every reasonable effort to consider personal leave of absence. Apply for unpaid personal leave of absence authorization from the Human Resources Department. Many factors are considered when determining eligibility for personal leave of absence and is granted or denied solely at the discretion of MONTEREY CONCESSIONS GROUP. When granted, the maximum allowable is 30 days per calendar year.

Sick Leave

Sick leave benefits are earned at a rate of one day of paid sick leave for every 2 completed calendar months worked. Eligible employees can earn up to 3 days of sick leave per year. At the end of employment with MONTEREY CONCESSIONS GROUP, employees will not be paid for unused sick leaves days.

Notify your immediate supervisor or the Human Resources Department in advance when you plan to use sick leave for scheduled medical procedures or doctors' appointments.

If you are sick and unable to attend work or if you must leave before the end of your shift because of illness, notify your immediate supervisor as early as reasonably possible.

Short-Term Disability Leave

Notify your immediate supervisor or the Human Resources Department in advance when you plan to use short term disability leave for scheduled medical procedures or pregnancy related disability. MONTEREY CONCESSIONS GROUP reserves the right

to verify any employee's inability to perform job duties through consultation of medical experts selected by MONTEREY CONCESSIONS GROUP.

MONTEREY CONCESSIONS GROUP will receive maternity leave regardless of the number of months or hours worked for the period of time during which you're disabled due to pregnancy and childbirth, up to a maximum of four months. During this period, you may collect state temporary disability payments of about two-thirds of your wages -- up to \$490 a week -- for the time during which you are physically disabled due pregnancy and childbirth (usually six to eight weeks).

MONTEREY CONCESSIONS GROUP will authorize a request for a leave of absence on account of a pregnancy-related disability. An eligible, pregnant employee has the right to take pregnancy disability leave without pay for a reasonable period of time not to exceed four months. MONTEREY CONCESSIONS GROUP will grant you this right immediately upon hire, meaning there is no length of service requirement before you are entitled to pregnancy disability leave. A woman is eligible for such leave if, in the opinion of her health care provider, her pregnancy renders her unable to work, unable to perform one or more of the essential functions of her job, or unable to perform these functions without undue risk.

When you return from pregnancy disability leave, MONTEREY CONCESSIONS GROUP will return you to your original job. There are two exceptions to this rule, however. The first exception applies when your job has ceased to exist because of a legitimate business reason unrelated to your pregnancy disability leave, such as a layoff or closure. The second exception applies if preserving the job for the employee, such as leaving it unfilled or filling it with a temporary employee, would substantially undermine the Company's ability to operate the business safely and efficiently. If either of these exceptions exists, MONTEREY CONCESSIONS GROUP will still attempt to provide you with a comparable position if one is available.

California law provides for a program of State Disability Insurance. To be eligible for benefits under this program, you must meet the following requirements.

- You must be unable to do their regular or customary work for at least eight consecutive days.
- You must be employed or actively looking for work at the time they become disabled.
- You must have lost wages because of their disability or, if unemployed, have been actively looking for work.
- You must have earned at least \$300 from which State Disability Insurance (SDI) deductions were withheld during a previous period. You must be under the care and treatment of a licensed physician/practitioner or accredited religious practitioner during the first eight days of their disability. (The beginning date of a claim can be adjusted to meet this requirement.) You must remain under care and treatment to continue receiving benefits.

- You must complete and submit a claim form within 49 days of the date they became disabled or may lose benefits.
- Your physician/practitioner must complete the medical certification of their disability. A nurse practitioner may certify to a disability within his/her scope of practice however; he/she must perform a physical examination and collaborate with a physician or surgeon. A licensed midwife, nurse-midwife, or nurse practitioner may complete the medical certification for disabilities related to normal pregnancy or childbirth. (If you are under the care of a religious practitioner, request a “Practitioner’s Certificate,” DE 2502, from an SDI office. Certification by a religious practitioner is acceptable only if the practitioner has been accredited by Employment Development Department.

MONTEREY CONCESSIONS GROUP is required by law to make SDI deductions from your check. SDI may pay up to 52 weeks of benefits with a waiting period of only seven days.

Effective July 1, 2004, California law provides for Paid Family Leave. Paid Family Leave is unemployment compensation disability insurance paid to workers who suffer a wage loss when they take time off work to care for a seriously ill family member or bond with a new child. You may receive up to six (6) weeks of benefits that may be paid over a 12-month period.

The Paid Family Leave insurance program is fully funded by employees’ contributions, similar to the State Disability Insurance program. Effective January 1, 2004 the Paid Family Leave insurance contribution rate will be approximately 60 to 70 percent of your weekly salary (from \$50 up to \$1,216 weekly).

MONTEREY CONCESSIONS GROUP is required by state law to deduct a small amount from your check to pay the premium for State Disability Insurance. SDI will pay benefits to you if you become disabled. Disability includes pregnancy.

Unpaid Family & Medical Leave

MONTEREY CONCESSIONS GROUP employees are eligible to take unpaid leave as per the terms of The Family and Medical Leave Act of 1993. Consult the Human Resources department for details and notify your immediate supervisor if you choose to take this unpaid leave of absence.

Funeral Leave

MONTEREY CONCESSIONS GROUP will provide reasonable time off for employees to attend funerals of friends and loved ones. In the event of a death in the immediate family of the employee, up to three days unpaid time off may be granted to attend to family matters and funeral arrangements. Contact the Human Resources department concerning your specific needs.

Jury Duty

Notify your immediate supervisor if you are summoned for jury duty. Time off from work will be granted as necessary in compliance with applicable law.

Military Duty

In accordance with requirements of law, MONTEREY CONCESSIONS GROUP will provide military leave of absence and reinstatement for qualifying employees.

Benefits

Overview

Benefits to employees are provided at the will of MONTEREY CONCESSIONS GROUP that reserves the right to modify or eliminate benefits without notice under conditions of law. The benefits listed herein are intended to be a general description only. Details of specific benefits are outlined in the documentation for the benefit program.

Eligibility

To qualify for benefits an employee must be considered full time and have completed a minimum of ninety (90) days continuous employment with MONTEREY CONCESSIONS GROUP. To qualify for vacation benefits a full time employee must have completed one full year continuous employment. Full time employees are employees who have been assigned a regular 40 hours per week work shift. Employees scheduled for less than 40 hours weekly are not eligible. MONTEREY CONCESSIONS GROUP reserves the right to, without notice, revise these eligibility requirements.

Group Medical Insurance

MONTEREY CONCESSIONS GROUP operates under the City of Los Angeles Living Wage Rates and pay a Full Cash Wage Rate that includes a Health Benefits.

Life Insurance Policies

MONTEREY CONCESSIONS GROUP does not offer life insurance policies to employees at this time.

401K Plan

MONTEREY CONCESSIONS GROUP does not offer a 401K plan at this time.

Retirement

MONTEREY CONCESSIONS GROUP does not offer a retirement plan at this time.

Worker's Compensation

State and federal law governs eligibility requirements. All premium costs are paid by MONTEREY CONCESSIONS GROUP. Claims are paid directly to employees. All employees are expected to return to work immediately upon release by their physician.

Employees are required to report job-related injuries immediately. Failure to comply could result in difficulty with the employee's claim.

Report to your immediate supervisor all accidents or injuries.

Vacation

MONTEREY CONCESSIONS GROUP provides paid vacation time for all eligible employees. To qualify for vacation benefits a full time employee must have completed one full year continuous employment. Employees are encouraged to take a vacation every year. Vacation time may not be carried over to the following year. Additional non-paid vacation days may be considered in order to extend vacations providing you acquire written approval from your immediate supervisor. Workloads are considered when choosing to grant or deny these requests. Paid company holidays which occur during your vacation are not counted as vacation days.

Discipline Policies

Problem Resolutions

The solution to most problems is often found through communication. We will make every reasonable effort to assist in solving problems or disputes amongst employees. We recommend the following”

For disputes between employees, first discuss the problem between the two employees and make every attempt to resolve it. If no resolution is reached, both employees together should approach a supervisor and allow the supervisor to participate in the resolution. If a resolution is not reached, it should be turned over to the Human Resources department. The Human Resources department will gather and review all information and provide a solution with the best interest of all parties. If a supervisor is involved as a party in the initial dispute, it must be turned over to the Human Resources department at the outset.

Decisions of the Human Resources department will be final.

Violation of Company Policy

Employees found to be in violation of company policy will be given official notice of the infraction. All reasonable attempts to resolve the problem will be made to constructively resolve the situation. Appropriate disciplinary action, up to and including termination, may be taken if the violation continues.

Employees who believe they have been falsely charged with an infraction can appeal the charge to the Human Resources department. All appeals must be in writing clearly defining the reason you believe the charge was false. The Human Resources department will review all available information and make a ruling. All decisions of the Human Resources department are final.

Notices of violation, appeals and final disposition documentation will become a permanent record in the employee’s personnel file.

Termination of Employment

Termination

Employees of MONTEREY CONCESSIONS GROUP are not given tenure. The employee may choose to terminate employment at any time. Employees choosing to terminate their employment with MONTEREY CONCESSIONS GROUP are required to return all company property to their immediate supervisor before leaving the premises on

their final day of employment. Upon receipt of all company owned property, the employee will receive their final paycheck including any earned vacation pay, if applicable.

MONTEREY CONCESSIONS GROUP may terminate employment at any time for any reason. If an employee is terminated for a severe violation of policy they will be escorted from the premises immediately. Any personal property, plus their final paycheck including any earned vacation pay, if applicable, will be given to the employee upon receipt of all company owned property.

The Human Resources department will provide opportunity to all employees leaving MONTEREY CONCESSIONS GROUP to have an exit interview. Request for exit interviews must be made with reasonable time for the Human Resources department to schedule the interview.

MONTEREY CONCESSIONS GROUP considers personnel files confidential. Any request for employment confirmation will be provided only with employment dates and positions held.

Severance

MONTEREY CONCESSIONS GROUP does not offer severance benefits for employees terminating employment for any reason.

Acknowledgement

I have read the policies outlined in this handbook. I understand that while this is not an employment contract I am bound to abide by the policies set herein.

I further understand that MONTEREY CONCESSIONS GROUP may modify, revise and update policy and/or this manual at any time. I am also aware that this updating may include additions or deletions.

I also certify that I have had ample time to discuss this handbook and its contents with MONTEREY CONCESSIONS GROUP representatives and I fully understand the contents.

With this knowledge I accept the policies outlined herein as a condition of employment.

Employee signature _____

Date _____

MONTEREY CONCESSIONS GROUP reserves the right to make changes to this handbook for the purpose of modifying, revising and updating company policy and this manual. Notice of changes will be posted on the bulletin boards and become a part of this manual. Violation of any company policy may result in immediate termination.

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**DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
BAR AND BEVERAGE SERVICE CONCESSION**

TERMS AND CONDITIONS ACCEPTANCE FORM

Proposing Entity: PROPROMOS MIKE BEGAKIS / MONTEREY CONCESSIONS, LA BAR SERVICES
(Complete legal name/include DBA if applicable)

Entity Address: 16821 BURBANK BLVD. ENCINO, CA 91436

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

Contact Name: P. MIKE BEGAKIS

Contact Telephone: 818-789-1919

Contact Fax: 818-789-1431

Email Address: MONTEREY CONCESSIONS@GMAIL.COM


Authorized Signature

9-14-22
Date

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

Instructions:

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

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

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, PRODRONOS MIKE BEGAKIS

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

SOLE OWNER

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

is of MONTEREY CONCESSIONS, DBA LA BAR SERVICES

(Name of firm / business entity)

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

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

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

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

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

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

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

STATE OF CALIFORNIA
COUNTY OF _____

Subscribed and sworn to before me this _____ day of

Prodronos Mike Begakis
(Signature)

(Month / Year)

(Title)

(Notary Public)

see attached

(Date)

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

Disposition of Proposals

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

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

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

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

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



Signature of person authorized to bind proposer

9-14-22

Date

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

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

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

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

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

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

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

INSTRUCTIONS:

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

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM. In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

<u>DEPT. OF RECREATION AND PARKS</u>	<u>STANLEY WOO</u>	<u>(213) 202-5670</u>
City Department/Division Awarding Contract	City Contact Person	Phone
<u>CON-F22-003 BAR AND BEVERAGE CONCESSION</u>		
City Bid or Contract Number (if applicable) and Project Title		

BIDDER/CONTRACTOR INFORMATION

<u>MONTEREY CONCESSIONS, DBA LA BAR SERVICES</u>			
Bidder/Proposer Business Name			
<u>16821 BURBANK BLVD.</u>	<u>ENCINO</u>	<u>CA</u>	<u>91436</u>
Street Address	City	State	Zip
<u>P. MIKE BEGAKIS, OWNER</u>	<u>(818) 789-1919</u>	<u>(818) 789-1431</u>	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

<u>P. MIKE BEGAKIS, OWNER</u>	<u>P. Mike Begakis</u>	<u>9-14-22</u>
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 9

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

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

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: 05 / 01 / 2002

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

UPSTAGE CATERING

B&B FOODS

Joint Venture: Date formed: ____/____/____

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

Yes No

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

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

Yes No

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

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 20 Years.

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

Yes No

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

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

Yes **No**

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

Yes **No**

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

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

Yes **No**

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

G. COMPLIANCE

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

Yes **No**

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

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

Yes **No**

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

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

Yes No

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

H. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

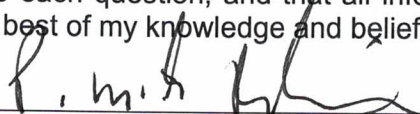
If **Yes**, explain on Attachment B the circumstances surrounding each instance.

CERTIFICATION UNDER PENALTY OF PERJURY

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

P. MIKE BEBAKIS, OWNER

Print Name, Title



Signature

9-14-22

Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page 1

2. SIMILAR BUSINESS

UPSTAGE CATERING

P. MIKE BEGAKIS

OWNER

15700 PACIFIC COAST HWY.
PACIFIC PAUSADES, CA 90272

B&B FOODS

P. MIKE BEGAKIS

OWNER

15700 PACIFIC COAST HWY.
PACIFIC PAUSADES, CA 90272

ATTACHMENT B FOR SECTIONS D THROUGH H

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

Page 1

8. CONTRACTS WITH THE CITY OF LOS ANGELES

ENTITY NAME: ENCINO BALBOA SEPULVEDA COMPLEX
 PURPOSE OF CONTRACT: GOLF FOOD & BEVERAGE CONCESSION
 TOTAL COST: \$100,000
 CONTRACT DATE: JUNE 1, 2006 TO PRESENT

ENTITY NAME: BAR SERVICES
 PURPOSE OF CONTRACT: BAR & BEVERAGE CONCESSION
 TOTAL COST: \$60,000
 CONTRACT DATE: JANUARY 1, 2004 TO PRESENT

ENTITY NAME: HANSEN DAM GOLF RESTAURANT CONCESSION
 PURPOSE OF CONTRACT: GOLF FOOD & BEVERAGE CONCESSION
 TOTAL COST: \$50,000
 CONTRACT DATE: JANUARY 1, 2018 TO PRESENT

9. CONTRACT WITH THE COUNTY OF LOS ANGELES

ENTITY NAME: WILL ROGERS - TEMESCAL
 PURPOSE OF CONTRACT: CONCESSION SERVICES
 TOTAL COST: \$20,000
 CONTRACT DATE: JUNE 1, 1991 TO PRESENT

ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 16

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

FEDERAL ENTITIES**Federal Department of Labor**

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

Federal Department of Justice

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

Federal Department of Housing and Urban Development (HUD)

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

Federal Environmental Protection Agency

- Environmental Protection Act

National Labor Relations Board

- National Labor Relations Act

Federal Equal Employment Opportunity Commission

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

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

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

California’s Department of Fair Employment and Housing

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

California Department of Consumer Affairs

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

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

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

OTHERS

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

Home > My Business Profile

- Company Details

- User Management

- Compliance Documents**

- Certification

- NAICS Codes and Licenses

- Bookmarks

- BIP Management

- Related Opportunities

- RAMP Support

Compliance Documents

The uploaded forms will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award.

Upon BCA verification, the Awarding Authority shall award the contract. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s).

Currently, all other forms pertaining to the Living Wage Ordinance and the Contractor Responsibility Ordinance shall be submitted with each bid/proposal.

View Expired Compliance Documents

Company Compliance Documents	Status	Upload/Submit By	Upload/Submit Date	Expires	Menu Options
Disclosure Ordinance**New**	Verified	Mike Begakis	2019-12-30	Indefinite	Disclaimer Remove
Equal Benefits / First Source Hiring Ordinance**New**	Verified	Mike Begakis	2016-10-18	2022-12-30	Disclaimer Remove

SECTION F
LIVING WAGE ORDINANCE
AND
SERVICE CONTRACT WORKER RETENTION ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contract Worker Retention Ordinance (SCWRO). Additional information may be found at <http://bca.lacity.org/index.cfm>.

INSTRUCTIONS:

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

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

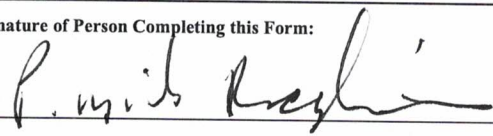
**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title CON-F22-003 BAR AND BEVERAGE SERVICE	Contract No. CON
--	----------------------------

Consultant	Address
Contact Person	Phone/Fax

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

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/SBE/EBE/DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE
"NO RESPONSES"					

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form: 
	DOLLARS	PERCENT	
TOTAL MBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form: P. MIKE BEGAKIS 9-14-22
TOTAL WBE PARTICIPATION	\$	%	
TOTAL SBE PARTICIPATION	\$	%	
TOTAL EBE PARTICIPATON	\$	%	
TOTAL DVBE PARTICIPATION	\$	%	
TOTAL OBE PARTICIPATION	\$	%	
			Title: OWNER Date:

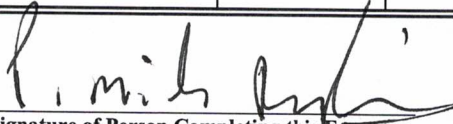
**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

Project Title CON-F22-003 BAR AND BEVERAGE SERVICE		Contract No.
Company Name MONTEREY CONCESSIONS DBA: LA BAR SERVICES	Address 16821 BURBANK BLVD. ENCINO, CA 91436	
Contact Person P. MIKE BEGAKIS	Phone 818-789-1919	

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

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

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


P. MIKE BEGAKIS
OWNER
9-14-22
 Signature of Person Completing this Form Printed Name Title Date

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number:

CON-F22-003

Awarding Authority (Department):

DEPT. OF RECREATION AND PARKS

Name of Bidder:

MONTEREY CONCESSIONS, DBA: LA BAR SERVICES

Phone:

818-789-1919

Address:

16821 BURBANK BLVD. ENCINO, CA 91436

Email:

MONTEREY CONCESSIONS@EMAIL.COM

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
1. The performance of work or service to the City or the public;
 2. The provision of goods, equipment, materials, or supplies;
 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

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

Date: 9-14-22

Signature: 

Name: P. MIKE BEGAKIS

Title: OWNER



Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 (213) 978-1960
 ethics.lacity.org

Prohibited Contributors (Bidders)

Form 55

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

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Reference Number (bid or contract number, if applicable):

CON-F22-003

Date Bid Submitted:

Description of Contract (title of RFP and services to be provided):

BAR AND BEVERAGE SERVICE

City Department Awarding the Contract:

DEPT. OF RECREATION AND PARKS

BIDDER INFORMATION

Name: MONTEREY CONCESSIONS, DBA: LA BAR SERVICES / P. MIKE BEGAKIS
 Address: 16821 BURBANK BLVD. ENCINO, CA 91436
 Email: MONTEREY CONCESSIONS@GMAIL.COM Phone: 818-789-1919

SCHEDULE SUMMARY

Please complete all three of the following:

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

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

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

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): 1

BIDDER'S CERTIFICATION

I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.

Date: 9-14-22

Signature: *P. Mike Begakis*

Name: P. MIKE BEGAKIS

Title: OWNER

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
PRODROMOS MIKE BEGAKIS

2 Business name/disregarded entity name, if different from above
MONTEREY CONCESSIONS, DBA LA BAR SERVICES

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
16821 BURBANK BLVD.

6 City, state, and ZIP code
ENCINO, CA, 91436

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

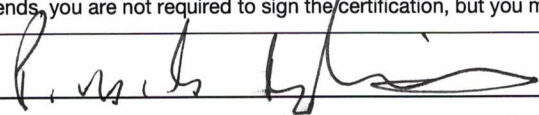
Social security number								
			-			-		
OR								
Employer identification number								
9	5	-	4	6	2	4	9	3 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ 9-14-22

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

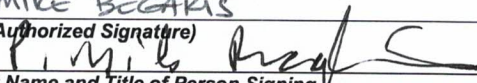
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

OPTION #1: CERTIFICATION

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

<i>Vendor Name/Financial Institution (printed)</i> P. MIKE BEGAKIS		<i>BTRC (or n/a)</i> 0000645358-0002-1
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> P. MIKE BEGAKIS		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

Bar and Beverage Service Spreadsheet

PRO FORMA "A" - FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

Monterey Concessions / LA Bar Services

5 Year Forecast

SALES	Year 1	Year 2	Year 3	Year 4	Year 5
Bar					
Beverage (non-alcohol)	\$62,004	\$65,105	\$68,360	\$71,778	\$75,367
Beverage (Alcoholic)	\$186,013	\$195,314	\$205,079	\$215,333	\$226,100
Other	\$0	\$0	\$0	\$0	\$0
TOTAL INCOME	\$248,018	\$260,418	\$273,439	\$287,111	\$301,467
COST OF GOODS					
Cost of Bar					
Beverage (non-alcohol)	\$9,301	\$9,766	\$10,254	\$10,767	\$11,305
Beverage (Alcoholic)	\$46,503	\$48,828	\$51,270	\$53,833	\$56,525
Other	\$0	\$0	\$0	\$0	\$0
Total Cost of Goods	\$55,804	\$58,594	\$61,524	\$64,600	\$67,830
Gross Profit from Sales	\$192,214	\$201,824	\$211,915	\$222,511	\$233,637
OPERATING EXPENSES					
Living Wage + Health Benefits	\$65,725	\$69,011	\$72,461	\$76,084	\$79,889
Payroll Taxes	\$6,014	\$6,314	\$6,630	\$6,962	\$7,310
Worker's comp	\$2,958	\$3,105	\$3,261	\$3,424	\$3,595
Total Labor Expenses	\$74,696	\$78,431	\$82,352	\$86,470	\$90,794
Variable Expenses					
Acctg/Legal	\$500	\$500	\$500	\$500	\$500
Cleaning & Paper Supplies	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Credit Card Expense	\$4,960	\$5,208	\$5,469	\$5,742	\$6,029
Entertainment/Music	\$0	\$0	\$0	\$0	\$0
Equipment Rental	\$0	\$0	\$0	\$0	\$0
Laundry & Linens	\$0	\$0	\$0	\$0	\$0
Marketing	\$2,480	\$2,604	\$2,734	\$2,871	\$3,015
Office Expense	\$600	\$600	\$600	\$600	\$600
Payroll Processing Fees	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
RAP - Rent	\$45,883	\$48,177	\$50,586	\$53,116	\$55,771
RAP - Utilities	\$3,720	\$3,906	\$4,102	\$4,307	\$4,522
Telephone/Data Communications	\$480	\$480	\$480	\$480	\$480
Transportation	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431
Subtotal Variable	\$63,424	\$66,376	\$69,476	\$72,731	\$76,148
Fixed Expenses					
Insurance	\$600	\$630	\$662	\$695	\$729
Licenses & Permits	\$1,200	\$1,260	\$1,323	\$1,389	\$1,459
Replacement Reserve	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216
Subtotal Fixed	\$2,800	\$2,940	\$3,087	\$3,241	\$3,403
Total Operating Exp.	\$140,920	\$147,747	\$154,915	\$162,442	\$170,345
NET INCOME	\$51,293	\$54,077	\$57,000	\$60,069	\$63,291
Debt and Tax Expense					
Debt Expense	\$0	\$0	\$0	\$0	\$0
Taxes	\$21,518	\$22,593	\$23,723	\$24,909	\$26,155
Other	\$0	\$0	\$0	\$0	\$0
Subtotal Debt and Tax Expense	\$21,518	\$22,593	\$23,723	\$24,909	\$26,155
NET PROFIT	\$29,776	\$31,484	\$33,277	\$35,160	\$37,137

PRO FORMA "A" - FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

MONTEREY CONCESSIONS - LA BAR SERVICES

Cash Flow - Years 1-5

	1	2	3	4	5
Sources of Cash					
Capital Loan	\$ -				
Private Funds	\$ 26,028	\$ 27,110	\$ 28,247	\$ 29,440	\$ 30,693
Operating Profits	\$ 29,776	\$ 31,484	\$ 33,277	\$ 35,160	\$ 37,137
Plus:					
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Payable	\$ -				
Change in Payroll Payable	\$ -				
Other	\$ -				
Other	\$ -				
Total Sources Of Cash	\$ 55,804	\$ 58,594	\$ 61,524	\$ 64,600	\$ 67,830
Uses of Cash					
Capital Investment	\$ -				
Change in Accounts Receivables	\$ -				
Change in Inventory	\$ 55,804	\$ 58,594	\$ 61,524	\$ 64,600	\$ 67,830
Repayment of Loan Principal	\$ -				
Other					
Total Uses of Cash	\$ 55,804	\$ 58,594	\$ 61,524	\$ 64,600	\$ 67,830
Net Change in Cash Flow	\$ 0	\$ (0)	\$ 0	\$ (0)	\$ (0)
Break Even Cash Flow	\$ 0	\$ (0)	\$ (0)	\$ (0)	\$ 0

Bar and Beverage Service Spreadsheet

PRO FORMA "B" - FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

Monterey Concessions / LA Bar Services

5 Year Forecast

SALES	Year 1	Year 2	Year 3	Year 4	Year 5
Bar					
Beverage (non-alcohol)	\$75,966	\$79,764	\$83,752	\$87,940	\$92,337
Beverage (Alcoholic)	\$227,897	\$239,292	\$251,256	\$263,819	\$277,010
Other	\$0	\$0	\$0	\$0	\$0
TOTAL INCOME	\$303,863	\$319,056	\$335,008	\$351,759	\$369,347
COST OF GOODS					
Cost of Bar					
Beverage (non-alcohol)	\$11,395	\$11,965	\$12,563	\$13,191	\$13,851
Beverage (Alcoholic)	\$56,974	\$59,823	\$62,814	\$65,955	\$69,253
Other	\$0	\$0	\$0	\$0	\$0
Total Cost of Goods	\$68,369	\$71,788	\$75,377	\$79,146	\$83,103
Gross Profit from Sales	\$235,493	\$247,268	\$259,632	\$272,613	\$286,244
OPERATING EXPENSES					
Living Wage + Health Benefits	\$80,524	\$84,550	\$88,777	\$93,216	\$97,877
Payroll Taxes	\$7,368	\$7,736	\$8,123	\$8,529	\$8,956
Worker's comp	\$3,624	\$3,805	\$3,995	\$4,195	\$4,404
Total Labor Expenses	\$91,515	\$96,091	\$100,895	\$105,940	\$111,237
Variable Expenses					
Acctg/Legal	\$500	\$500	\$500	\$500	\$500
Cleaning & Paper Supplies	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Credit Card Expense	\$6,077	\$6,381	\$6,700	\$7,035	\$7,387
Entertainment/Music	\$0	\$0	\$0	\$0	\$0
Equipment Rental	\$0	\$0	\$0	\$0	\$0
Laundry & Linens	\$0	\$0	\$0	\$0	\$0
Marketing	\$3,039	\$3,191	\$3,350	\$3,518	\$3,693
Office Expense	\$600	\$600	\$600	\$600	\$600
Payroll Processing Fees	\$1,300	\$1,300	\$1,300	\$1,300	\$1,300
RAP - Rent	\$56,215	\$59,025	\$61,977	\$65,075	\$68,329
RAP - Utilities	\$4,558	\$4,786	\$5,025	\$5,276	\$5,540
Telephone/Data Communications	\$480	\$480	\$480	\$480	\$480
Transportation	\$2,000	\$2,100	\$2,205	\$2,315	\$2,431
Subtotal Variable	\$76,268	\$79,863	\$83,637	\$87,600	\$91,761
Fixed Expenses					
Insurance	\$600	\$630	\$662	\$695	\$729
Licenses & Permits	\$1,200	\$1,260	\$1,323	\$1,389	\$1,459
Replacement Reserve	\$1,000	\$1,050	\$1,103	\$1,158	\$1,216
Subtotal Fixed	\$2,800	\$2,940	\$3,087	\$3,241	\$3,403
Total Operating Exp.	\$170,583	\$178,894	\$187,619	\$196,781	\$206,401
NET INCOME	\$64,910	\$68,375	\$72,012	\$75,832	\$79,842
Debt and Tax Expense					
Debt Expense	\$0	\$0	\$0	\$0	\$0
Taxes	\$26,363	\$27,681	\$29,065	\$30,518	\$32,044
Other	\$0	\$0	\$0	\$0	\$0
Subtotal Debt and Tax Expense	\$26,363	\$27,681	\$29,065	\$30,518	\$32,044
NET PROFIT	\$38,548	\$40,694	\$42,948	\$45,314	\$47,799

PRO FORMA "B" - FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

MONTEREY CONCESSIONS - LA BAR SERVICES

Cash Flow - Years 1-5

	1	2	3	4	5
Sources of Cash					
Capital Loan	\$ -				
Private Funds	\$ 29,822	\$ 31,094	\$ 32,429	\$ 33,832	\$ 35,304
Operating Profits	\$ 38,548	\$ 40,694	\$ 42,948	\$ 45,314	\$ 47,799
Plus:					
Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Payable	\$ -				
Change in Payroll Payable	\$ -				
Other	\$ -				
Other	\$ -				
Total Sources Of Cash	\$ 68,370	\$ 71,787	\$ 75,377	\$ 79,146	\$ 83,103
Uses of Cash					
Capital Investment	\$ -				
Change in Accounts Receivables	\$ -				
Change in Inventory	\$ 68,369	\$ 71,788	\$ 75,377	\$ 79,146	\$ 83,103
Repayment of Loan Principal	\$ -				
Other					
Total Uses of Cash	\$ 68,369	\$ 71,788	\$ 75,377	\$ 79,146	\$ 83,103
Net Change in Cash Flow	\$ 0	\$ (0)	\$ (0)	\$ 0	\$ (0)
Break Even Cash Flow	\$ 0	\$ 0	\$ 0	\$ 0	\$ (0)

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	MONTEREY CONCESSIONS - LA BAR SERVICES
	<i>Detail Assumptions used for developing proposed Revenues and Expenses</i>
Revenue:	
Bar Sales	
Other	
Cost of Goods	
Expenses:	<p>Assumptions:</p> <ol style="list-style-type: none"> 1) Industry Standards; 2) Historical Sales Data (LA Bar Services is one of the current operators of this contract); 3) 45 Years of bar experience; 4) Sales parameters requested by RAP <p>Label as Pro Forma "A": 50 events per year, 7 hours each, 200 guests, well liquor Label as Pro Forma "B": 50 events per year, 7 hours each, 200 guests, call liquor</p>
Concession Fee	
Bar Sales	
Other	
Payroll Costs	
Living Wage + Health Benefits	
Payroll Taxes	
Worker's comp	
Variable Costs	
Acctg/Legal	
Cleaning & Paper Supplies	
Credit Card Expense	
Entertainment/Music	
Equipment Rental	
Laundry & Linens	
Marketing	
Office Expense	
Payroll Processing Fees	
RAP - Rent	
RAP - Utilities	
Telephone/Data Communications	
Transportation	
Fixed Costs	
Insurance	
Licenses & Permits	
Replacement Reserve	
Debt Expense	
Taxes	
Other	

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
 Recreation and Parks

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

PART I - PERSONAL DATA

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

PART II - ACCIDENT/INJURY

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

PART III - WITNESSES

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

PART IV - STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V - EMPLOYEE FILING REPORT

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

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2					
1. NAME OF FACILITY			DATE OF OCCURRENCE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
2. SUBJECT OF REPORT					
3. EXACT LOCATION OF OCCURRENCE					
4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY					
5.					ESTIMATE OF DAMAGES
6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)					
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE		DEPT. NO	SERIAL NO.	APPROX. VALUE
7.					TOTAL \$0.00
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4360 LOCATION					AMOUNT
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL \$0.00
10. WHO DISCOVERED LOSS? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
11. HOW WAS ENTRANCE GAINED?					
12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
13. WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER					
14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER					
15. PERSONS INVOLVED: <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUBJECT					
NAME	ADDRESS	AGE	SEX	PHONE NUMBER	INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16. IF VEHICLE INVOLVED: YEAR MAKE		LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.		
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.					
18. REPORT SUBMITTED BY:		NAME	TITLE	DATE	

PRINT

COMMENTS

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

PRINT

Goto Page 1

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Finance Division / Concessions Unit
P.O. Box 86328
Los Angeles, CA 90086**

**MONTHLY REVENUE REPORT
Bar and Beverages Service**

COMPANY: Monterey Concessions dba LA Bar Services

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

<u>GROSS RECEIPTS</u>	<u>GROSS SALES</u>	<u>- SALES TAX</u>	<u>= NET SALES</u>	<u>X PERCENTAGE</u>	
Non-Alcoholic Beverages				20.00%	\$ -
Alcoholic Beverages				20.00%	\$ -
Other				20.00%	\$ -
MONTHLY RENTAL SUBTOTAL					\$ -

ADDITIONAL FEES

UTILITIES:	Concessionaire shall pay 1.5% of monthly gross sales for Utilities under terms of the Concession Agreement.	\$ -
LATE RENT FEE:	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of charges paid to RAP.	\$ -
ADDITIONAL FEES SUBTOTAL:		\$ -

ADJUSTMENTS*: Explain: _____

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT DUE: \$ -

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

Signature: _____ Date: _____

Required Insurance and Minimum Limits

Name: _____

Date: 6/8/2022

Agreement/Reference: For The Operation of Bar and Beverage Services Concession

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory
EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an Additional Insured Party

1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Broad Form Liquor Liability Coverage _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

Crime Insurance

Other: Provided to: Stanley Woo @ RAP; Ph: (213) 202-4323

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION			<div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Signature of Person Completing this Form</div> <div style="border-bottom: 1px solid black; margin-bottom: 10px; text-align: center;">Printed Name of Person Completing this Form</div> <div style="display: flex; justify-content: space-between; margin-bottom: 10px;"> </div> <div style="display: flex; justify-content: space-between;"> </div>
	DOLLARS	PERCENT	
TOTAL MBE AMOUNT	\$	%	
TOTAL WBE AMOUNT	\$	%	
TOTAL SBE AMOUNT	\$	%	
TOTAL EBE AMOUNT	\$	%	
TOTAL DVBE AMOUNT	\$	%	
TOTAL OBE AMOUNT	\$	%	
BASE BID AMOUNT	\$		

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

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

Consultant	Address
Contact Person	Phone/Fax

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

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

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

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

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

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

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

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

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

CONCESSION AGREEMENT
FOR THE OPERATION AND MAINTENANCE OF
BAR AND BEVERAGE SERVICES

BETWEEN

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

AND

EDWARD WALTER SUNSERI, JR
DBA SUNSERI'S

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**CONCESSION AGREEMENT FOR
OPERATION AND MAINTENANCE OF
BAR AND BEVERAGE SERVICES**

THIS Agreement (hereinafter “AGREEMENT” or “CONTRACT”) is made and entered into this _____ day of _____, 2023, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as “CITY”), acting by and through its Department of Recreation and Parks (hereinafter referred to as “RAP”), and EDWARD WALTER SUNSERI, JR, a sole proprietor doing business as *SUNSERI’S*. (hereinafter referred to as “CONCESSIONAIRE”).

WHEREAS, RAP seeks to serve the public by providing bar and beverage services, including the sale of alcoholic beverages, at RAP special event venues (hereinafter “CONCESSION”); and

WHEREAS, RAP requires renters of its special event venues who wish to include alcohol service to inquire, select, and contract directly for bar and beverage service from a list of vendors provided by RAP, such vendors have been pre-approved and qualified by RAP for the provision of bar and beverage services on a non-exclusive basis at RAP’s special event venues; and

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

WHEREAS, the CITY finds, pursuant to Charter Section 371(e)(2) and 375, that it is in its best interest to have pre-qualified contractors and that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on qualified contractors to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed pre-qualified contractors each individual engagement may be assigned on the basis of availability and the preference of renters of RAP’s special event venues;

WHEREAS, the City finds, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP under this AGREEMENT; and

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

WHEREAS, RAP advertised for proposals for the provision of bar and beverage services at RAP’s special event venues (“CONCESSION”); and

WHEREAS, RAP received and evaluated three proposals which were received on September 20, 2022; and

WHEREAS, CONCESSIONAIRE was one of the vendors selected to provide the CONCESSION in accordance with the terms and conditions of this AGREEMENT; and

WHEREAS, CONCESSIONAIRE desires to enter into this AGREEMENT to provide the CONCESSION in accordance with the terms and provisions of this AGREEMENT.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter to be kept

and performed by the respective parties, it is agreed as follows:

SECTION 1. DEFINITIONS

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

AGREEMENT:	This Concession Agreement consisting of twenty-five (25) pages and ten (10) exhibits (A-J) attached hereto
BOARD:	Board of Recreation and Park Commissioners
CITY:	City of Los Angeles, acting by and through its Department of Recreation and Parks.
CONCESSION:	Bar and Beverage Services at rented special event venues
CONCESSIONAIRE:	Edward Walter Sunseri, Jr, a sole proprietor doing business as Sunseri's
FACILITY or FACILITIES:	The RAP VENUE at which the Concession is provided by CONCESSIONAIRE.
GENERAL MANAGER:	General Manager of RAP or that person's authorized representative, acting on behalf of the CITY. All actions of the General Manager are subject to review by the BOARD.
LAAC:	Los Angeles Administrative Code
LAMC:	Los Angeles Municipal Code
PREMISES:	The area(s), within a RAP special event venue in which the Concession may be operated.
RAP:	Department of Recreation and Parks
STANDARD PROVISIONS:	Standard Provisions for City Contracts (Rev. 9.22) [v.1], attached hereto as "Exhibit A" and incorporated herein. The term "Contractor" in the Standard Provisions shall refer to CONCESSIONAIRE
VENUE(S):	RAP special event venues which allow alcoholic beverage service, located at various RAP Facilities as set forth in Exhibit B attached hereto

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this AGREEMENT, RAP hereby grants to CONCESSIONAIRE, the non-exclusive right and obligation within the VENUE operating the CONCESSION to provide bar and beverage services and offer related services as approved by the GENERAL MANAGER and as may be requested by renters of the VENUE. Designated VENUES authorized for use by the CONCESSIONAIRE is identified in Exhibit B, and shall not be used for any other purpose without the prior written consent of GENERAL MANAGER.

The CONCESSION rights herein granted shall be performed at the VENUE solely within the limits and confines of said areas designated as the PREMISES for each VENUE (SECTION 3). CONCESSIONAIRE shall have the right to provide the CONCESSION only in the event that a renter of a VENUE ("Renter" or "Renters") selects CONCESSIONAIRE to provide the CONCESSION for the Renter at the VENUE. CONCESSIONAIRE shall be solely responsible for entering into any agreement(s) with the Renter for the provision of the CONCESSION and shall ensure that the provisions of any such agreement does not conflict with the provisions of this AGREEMENT. CONCESSIONAIRE shall indemnify and hold harmless the CITY from any liability, claims or damages arising from any such agreement with Renter. CONCESSIONAIRE agrees for itself, and its successors and assigns, that it will not make use of any VENUE in any manner which might interfere with the recreational uses of the FACILITY.

Upon the selection by a Renter of CONCESSIONAIRE to provide the CONCESSION at a Venue, the CONCESSIONAIRE is granted a non-exclusive right to sell alcoholic and non-alcohol beverages to Renter and Renter's guests at such VENUE. Renters of the VENUES and their guests are not allowed to provide or serve their own alcoholic beverages, but may prepare and bring their own food, or hire catering service for food at the VENUE. RAP is not prohibited from hiring outside bar and beverage services for RAP-hosted events at any Venue.

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

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

SECTION 3. PREMISES

The PREMISES subject to this AGREEMENT is the area within each respective VENUE which the Facility Director designates for the purpose of bar and beverage services for the scheduled event. As of the date of this AGREEMENT, the VENUES subject to this Agreement are listed in Exhibit B, Venues List - Revision 9/7/2022. RAP reserves the right to revise the list to include or remove VENUES to be serviced by the CONCESSIONAIRE depending on the needs of the public and the needs of the RAP. The count on the list may vary. City shall deliver PREMISES to Concessionaire in "as is" condition.

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

SECTION 4. TERM OF AGREEMENT

The term of the AGREEMENT shall be five years with two five-year extension options exercisable at the sole discretion of RAP's General Manager, effective on _____, 2023.

Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONCESSIONAIRE because of any action taken to terminate this AGREEMENT or to decline to exercise an option to extend the term of this AGREEMENT. RAP shall have the right to reenter the PREMISES on the effective date of termination without further notice of any kind, remove any and all persons therefrom and may regain and resume possession either with or without the institution of summary or legal proceedings or otherwise, and may permit any other person, firm or corporation to enter upon the PREMISES and use the same.

SECTION 5. OPERATING RESPONSIBILITIES

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

A. Service Response and Responsibilities

Prior to any event in which CONCESSIONAIRE may be selected to provide the CONCESSION, the CONCESSIONAIRE shall:

1. Provide and maintain a reservation phone service during normal business hours for answering inquiries and taking reservations from prospective Renters. In cases where voicemail service is in use, Renter's telephone call must be returned within twenty-four (24) hours from the time the messages from a prospective Renter were received;
2. Collect reservation deposit fees from Renters after confirmation of scheduled bar service;
3. Coordinate, schedule and confirm each reserved event, and the type of bar service requested, with Renters and with RAP no less than fourteen (14) days prior to day of event;
4. Have printed brochures and/or company website detailing service plans and cost options, available at all times;
5. Include information about deposit, cancellation and/or refund policy in brochures and provide the brochures to prospective Renters, and complete any necessary service agreements with the Renters;
6. Provide for all bar service staffing, including all hiring, training, and supervision;
7. Set-up or prepare the PREMISES of the VENUE within one (1) hour before the start of the event;

During the event in which CONCESSIONAIRE is providing the CONCESSION, the CONCESSIONAIRE shall:

8. Provide an Events Manager and/or Events Coordinator onsite during hours of the event to respond to patrons' needs;
9. Provide alcoholic and non-alcoholic beverage service to patrons renting the Venue and their guests;
10. Provide all necessary supplies and equipment, including portable bar;
11. Keep the service area of the PREMISES clean and uncluttered during the event;
12. Provide for all bar service staffing, including all hiring, training, and supervision;
13. Discontinue the dispensing of alcoholic beverages to persons deemed disorderly or intoxicated;
14. Inform patrons at the beginning of the event, at two hours before the end of the event, and at ninety minutes before the end of the event that alcohol will not be served during the last hour of the event;
15. Take reasonable steps to exercise due diligence in assisting patrons deemed intoxicated by providing the necessary assistance in order to prevent injury to themselves and to others and report all incidences promptly to RAP's Facility Manager or Supervisor;
16. Be responsible for the conduct of activities during the event, and ensure compliance with the local, state and federal policies and regulations;
17. Be present during any activity at PREMISES where liquor is sold or dispensed, including champagne toast only events;
18. Ensure the PREMISES is kept clean and uncluttered;

After the event in which CONCESSIONAIRE is providing the CONCESSION, the CONCESSIONAIRE shall:

19. Remove all CONCESSIONAIRE'S products and equipment from PREMISES and VENUE within an hour after each event and ensure the event area is left in the same or better condition as it was prior to the event;
20. Dispose of all trash;

Other Responsibilities, the CONCESSIONAIRE shall:

21. Implement a Customer Satisfaction and Improvement Program to incorporate suggested improvements from patrons using a customer service survey / questionnaire; and
22. Collect the full balance of fees from Renters and patrons and promptly remit revenue payment to the RAP.

B. Cleanliness

CONCESSIONAIRE shall, at its own expense, keep the PREMISES and the surrounding area clean and sanitary at all times during times service is provided. No offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, shall be permitted to remain thereon, and CONCESSIONAIRE shall prevent any such matter or material from being or accumulating upon said PREMISES.

CONCESSIONAIRE, at its own expense, shall see that all garbage or refuse is collected as often as necessary and in no case less than once a day and disposed of in the main dumpster. CONCESSIONAIRE shall furnish all equipment and materials necessary therefore, including trash receptacles of a size, type, and number approved by RAP. RAP will incur the cost of all garbage pick-up from the main dumpster during the term of this AGREEMENT.

All recyclable bottles, cans, and cardboard shall be removed from the VENUES by the CONCESSIONAIRE daily.

C. Conduct

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

D. Disorderly Persons

CONCESSIONAIRE shall use its best efforts to permit no intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon peace officers to assist in maintaining peaceful conditions. CONCESSIONAIRE shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

E. Non-Discrimination/Equal Employment Opportunity Practices/Affirmative Action

1. CONCESSIONAIRE, in its operations at the VENUE, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation, denied the benefits of or be otherwise subjected to unjust discrimination in access to or in the use of the facilities covered by the AGREEMENT; (2) that in the construction of any improvements on, over or under the VENUE authorized to be utilized herein and the furnishing of services thereon, no person on the grounds of race, color, national origin, religion, ancestry, sex, age, physical disability, or sexual orientation shall be excluded from participation in, denied the benefits of or otherwise be subjected to unjust discrimination.

2. CONCESSIONAIRE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Exhibit A Section PSC-9 of the STANDARD PROVISIONS, CITY shall have the right to terminate the AGREEMENT and to reenter and repossess said PREMISES and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

3. In addition, CONCESSIONAIRE, during the term of the AGREEMENT, agrees not to unjustly discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical disability, or sexual orientation. All subcontracts entered into by CONCESSIONAIRE shall be approved in advance by CITY and shall contain a like provision.

F. Personnel

1. **Freedom from Tuberculosis**

For employees preparing food, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONCESSIONAIRE shall provide RAP with certificates on applicable employees indicating freedom from communicable tuberculosis.

2. **Qualified Personnel**

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

3. **Concession Manager**

CONCESSIONAIRE shall appoint, subject to written approval by RAP, a Concession Manager of CONCESSIONAIRE'S operations at the VENUE.

Such person must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and regarding operation of the CONCESSION, including the quality and prices of goods and services, and the appearance, conduct, and demeanor of CONCESSIONAIRE'S agents, servants, and employees. The Concession Manager shall be available during regular business hours and, at all times during that person's absence, a responsible subordinate shall be in charge and available.

The authority of the Concession Manager is to include, but is not limited to, the ability to: hire, fire, and schedule personnel, order merchandise and materials, oversee inventory control, and tracking, implement a marketing plan; maintain accounting records, book parties and events; oversee operations; train employees (to include such areas as a customer service); and have ultimate on-site decision-making responsibility.

The Concession Manager shall devote the greater part of his or her working time and attention to the operation of the CONCESSION and shall promote, increase and develop the CONCESSION. During the days and hours established for the

operation of the CONCESSION, the Concession Manager's personal attention shall not be directed toward the operation of any other business activity.

If, for reasons of ill health, incapacitation, or death, the Concession Manager becomes incapable of performing each and all terms and provisions of the AGREEMENT, CONCESSIONAIRE must immediately assign a new Concession Manager, subject to RAP approval. If a new manager is not assigned within three business days, RAP may, in its sole discretion, suspend the AGREEMENT and all terms and conditions contained therein.

4. Approval of Employees, Volunteers and Subcontractors

RAP shall have the right to approve or disapprove all employees, volunteers and subcontractors (including all employees and volunteers for any subcontractor) of CONCESSIONAIRE. Failure of CONCESSIONAIRE to obtain RAP's written approval of all persons operating under the authority of this AGREEMENT on PREMISES shall be a material breach of this AGREEMENT. CONCESSIONAIRE shall submit a list of all persons employed by, or volunteering or subcontracting for, CONCESSIONAIRE at PREMISES to RAP prior to commencing operations pursuant to this AGREEMENT. All changes to the approved list of employees, volunteers and subcontractors shall be submitted to RAP for written approval prior to any employee, volunteer or subcontractor commencing work at the PREMISES. CONCESSIONAIRE shall not hire as an employee or volunteer, or subcontract with, any person whom RAP would be prohibited from hiring as an employee or volunteer pursuant to California Public Resources Code Section 5164 to perform work at PREMISES. CONCESSIONAIRE must have each employee, volunteer or subcontractor (including all employees or volunteers of any subcontractor) who is located on site, fingerprinted and each shall be required to fill out a form requesting the information required by Section 5164. RAP reserves the right to conduct a Department of Justice criminal background check on any such person prior to approving their employment, volunteer service or subcontract. Failure to comply with this hiring standard shall be a material breach of this AGREEMENT and CONCESSIONAIRE shall immediately remove any employee, volunteer or subcontractor from the VENUE at RAP's instruction.

G. Menu and Pricing

1. RAP agrees that CONCESSIONAIRE'S menu items, including its price for same, shall be within CONCESSIONAIRE'S discretion; subject, however, to disapproval by RAP if the selection of items offered is inadequate, of inferior quality, or if any of said prices are excessively high or low in the sole opinion of RAP. Such determination shall not be unreasonable and shall take into account the business considerations presented by CONCESSIONAIRE. All prices shall be comparable to prices charged in similar establishments in the City. CONCESSIONAIRE shall, upon execution of AGREEMENT, provide RAP with a list of prices for all menu items. This list shall be updated and resubmitted to RAP whenever prices are changed.
2. All menu items and service, offered for sale and/or sold by CONCESSIONAIRE in said PREMISES must be related to the ordinary business of the CONCESSION.
3. CONCESSIONAIRE shall offer for sale to the public a range of alcoholic and non-alcoholic beverages as described in CONCESSIONAIRE's Proposal (Exhibit C).

4. All menu items sold or kept for sale by CONCESSIONAIRE shall be of first class, high-quality and acceptable to all industry standards and conform to all federal, state, and municipal laws, ordinances, and regulations in every respect. No imitation, adulterated, misbranded, or impure articles shall be sold or kept for sale by CONCESSIONAIRE and all edible merchandise kept on hand shall be stored and with due regard for sanitation.

In addition, no substitutes, fillers, dilutants, nor reduction in size of standard manufactured or processed food products will be permitted. All menu items kept for sale by CONCESSIONAIRE shall be subject to the approval or rejection of GENERAL MANAGER, and CONCESSIONAIRE shall remove from the PREMISES any article, which may be rejected and shall not offer it for sale without the consent of GENERAL MANAGER. GENERAL MANAGER may order the improvement of the quality of any merchandise kept or offered for sale.

5. CONCESSIONAIRE shall minimize the paper items (straw wrappers, serving cartons, etc.) distributed with CONCESSION products. CONCESSIONAIRE shall be prohibited from selling merchandise in non-recyclable bottles, and shall not dispense using glass bottles, cans, or Expanded Polystyrene (EPS) / Styrofoam containers. The sale of individual plastic bottled water is prohibited. CONCESSIONAIRE shall not sell or give away or otherwise dispose of any commodity which in the opinion of GENERAL MANAGER will cause undue litter or negatively impact the environment. CONCESSIONAIRE expressly agrees to comply with all RAP and CITY recycling programs and policies regarding plastic straws and single-use plastic.
6. CONCESSIONAIRE shall not sell lottery tickets or similar type merchandise.

H. **Diversion of Business**

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

I. **Equipment, Furnishings, and Expendables**

All equipment, furnishings, and expendables required for said CONCESSION shall be purchased by CONCESSIONAIRE at its sole expense, transported to and from the VENUE for each event, and shall remain its personal property. There is no on-site storage allowed for CONCESSIONAIRE. At select VENUES, portable bars owned by RAP, may be used by CONCESSIONAIRE during events. RAP is not responsible to repair or replace the portable bars. RAP reserves the right to remove or salvage any and all of its portable bars. CONCESSIONAIRE using RAP's portable bars are required to keep them clean during and after each event serviced.

Upon termination of the AGREEMENT and at the end of each event at which CONCESSIONAIRE is providing the CONCESSION, CONCESSIONAIRE shall remove its own personal property from the VENUES and shall be allowed one (1) day to complete such removal. If not removed within that period, said personal property shall become the property of RAP.

J. **Claims for Labor and Materials**

The CONCESSIONAIRE shall promptly pay when due all amounts payable for labor and materials furnished in the performance of the AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against RAP property (including reports,

documents, and other tangible matter produced by CONCESSIONAIRE hereunder), against CONCESSIONAIRE's rights hereunder, or against RAP, and shall pay all amounts due under the California Unemployment Insurance Code with respect to such labor.

K. Signs and Advertisements

CONCESSIONAIRE shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of RAP property without the prior written approval from RAP, who may require the removal or refurbishment of any sign previously approved. Certain signs and advertisements may also require the prior written approval of other appropriate agencies.

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

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

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

Upon expiration or termination of this AGREEMENT, CONCESSIONAIRE shall, at its own expense, remove or paint out, as RAP may direct, any and all of its signs and displays on the PREMISES and in connection therewith, shall restore said PREMISES and improvements thereto to the same condition as prior to the placement of any such signs or displays.

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

L. Utilities

CONCESSIONAIRE shall be responsible for utility charges associated with the operation of the CONCESSION at the PREMISES, computed at 1.5% of gross sales (See Section 7.B).

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

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

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

diversion strategies within the CONCESSION PREMISES.

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

M. Vending Machines

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

N. Safety

CONCESSIONAIRE shall correct safety deficiencies, and violations of safety practices, immediately after the condition becomes known or RAP notifies CONCESSIONAIRE of said condition. CONCESSIONAIRE shall cooperate fully with RAP in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, CONCESSIONAIRE shall reasonably ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, CONCESSIONAIRE shall submit a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (Exhibit D) - (see SECTION 17, "NOTICES," for mailing address). If CONCESSIONAIRE fails to correct hazardous conditions specified by RAP in a written notice, which have led, or in the opinion of RAP could lead, to injury, RAP may, in addition to all other remedies which may be available to RAP, repair, replace, rebuild, redecorate, or paint any such PREMISES to correct the specified hazardous conditions, with the cost thereof, plus fifteen percent (15%) for administrative overhead, to be paid by CONCESSIONAIRE to RAP on demand.

O. Environmental Sensitivity

CONCESSIONAIRE must operate the CONCESSION in an environmentally sensitive manner and all operations must comply with RAP policies regarding protection of the environment. CONCESSIONAIRE shall not use or allow the use on the PREMISES of environmentally unsafe products.

P. Fund Raising Activities

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

Q. Community Outreach

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

R. Amplified Sound

No amplified sound is permitted by CONCESSIONAIRE, without prior approval from RAP.

S. Security

CONCESSIONAIRE shall be responsible for security of the interior PREMISES. CONCESSIONAIRE may install equipment, approved by RAP, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by CONCESSIONAIRE.

T. Quiet Enjoyment

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

U. Receipts

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

V. Property Damage and Theft Reporting

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

SECTION 6. HOURS / DAYS OF OPERATION

CONCESSIONAIRE shall offer bar and beverage services to the public only during the hours that the CONCESSION is requested and reserved by Renters through RAP for prearranged group events at a Venue.

CONCESSIONAIRE must provide a minimum of three (3) hours of service (not exceeding the contracted rental hours of the hall).

CONCESSIONAIRE must cease alcoholic service one (1) hour prior to the end of the event.

CONCESSIONAIRE shall be allowed to enter the PREMISES one (1) hour prior to event start time to set up and will be allowed to remain at the Venue one (1) hour after the event for clean up. Additional time to enter the PREMISES and set up for the event must be arranged through RAP's Park Services Office.

SECTION 7. MONTHLY RENTAL PAYMENT

Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by GENERAL MANAGER or not, may result in additional charges; however, any such use without the prior written approval of the GENERAL MANAGER shall also constitute a material breach of this AGREEMENT and is prohibited.

A. Revenue Share

As part of the consideration for the granting of the CONCESSION through this AGREEMENT, CONCESSIONAIRE shall pay to RAP monthly revenue sharing fees as follows:

Fifteen (15%) of gross receipts produced from bar and beverage (alcoholic and non-alcoholic) sales.

B. Payment Due

Revenue Share and Utilities Fee (See Section 5.L) payments shall be due and payable (postmarked) by the fifteenth day of each calendar month based on the gross receipts received in each previous month. The payment and Monthly Revenue Report (Exhibit F) shall be addressed to:

City of Los Angeles
Department of Recreation and Parks
Attention: Concessions Division
P.O. Box 86328
Los Angeles, CA 90086

C. Gross Receipts Defined

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this CONCESSION, but not including any of the following:

1. Gratuity to employees; gratuity provided directly to employees by patrons either by cash or debit or credit card, which must be expressly identified as gratuity;
2. Cash discounts allowed or taken on sales;
3. Any sales tax, use tax, or excise tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by CONCESSIONAIRE;
4. Receipts from the sale of waste or scrap materials resulting from the CONCESSION operation;
5. Receipts from the sale of or the trade-in value of any furniture, fixtures, or equipment used in connection with the CONCESSION, and owned by CONCESSIONAIRE;
6. The value of any merchandise, supplies, or equipment exchanged or transferred from or to other business locations of CONCESSIONAIRE where such exchanges or transfers are not made for the purpose of avoiding a sale by CONCESSIONAIRE which would otherwise be made from or at the CONCESSION;
7. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;
8. Receipts from the sale at cost of uniforms, clothing, or supplies to CONCESSIONAIRE'S employees where such uniforms, clothing, or supplies are required to be worn or used by said employees;

9. Receipts from any sale where the subject of such sale, or some part thereof, is thereafter returned by the purchaser to and accepted by CONCESSIONAIRE, to the extent of any refund actually granted or adjustment actually made, either in the form of cash or credit;
10. Fair market trade-in allowance, in the event merchandise is taken in trade;
11. The amount of any cash or quantity discounts received from sellers, suppliers, or manufacturers;
12. Discounts or surcharges applied to receipts for services or merchandise, with the concurrence of both CONCESSIONAIRE and RAP, including discounts to employees, if concurred by RAP.

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

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

D. Monthly Revenue Reports

CONCESSIONAIRE shall transmit with each payment a Monthly Revenue Report (Exhibit F) for the month for which a payment is submitted.

E. Late Payment Fee

Failure of CONCESSIONAIRE to timely pay any the monthly rental payment or any other fees, changes, or payments required herein is a breach of the AGREEMENT for which RAP may terminate same or take such other legal action as it deems necessary.

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

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

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

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

SECTION 8. ADDITIONAL FEES AND CHARGES

- A. If RAP pays any sum or incurs any obligations or expense, for which CONCESSIONAIRE has agreed to pay or reimburse RAP, or if RAP is required or elects to pay any sum or to incur any obligations or expense by reason of the failure, neglect, or refusal of CONCESSIONAIRE to perform or fulfill any one or more of the conditions, covenants, or agreements contained in the AGREEMENT, or as a result of an act or omission of CONCESSIONAIRE contrary to said conditions, covenants, and agreements, CONCESSIONAIRE agrees to pay RAP the sum so paid or the expense so incurred, including all interest, costs, (including RAP'S fifteen percent (15%) administrative overhead cost), damages, and penalties. This amount shall be added to the rental payment thereafter due hereunder, and each and every part of the same shall be and become additional rental payment, recoverable by RAP in the same manner and with like remedies as if it were originally a part of the basic rental payment set forth in Section 7 hereof.
- B. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by RAP for any work done or material furnished shall be prima facie evidence against CONCESSIONAIRE that the amount of such payment was necessary and reasonable. Should RAP elect to use its own personnel in making any repairs, replacements, and/or alterations, and to charge CONCESSIONAIRE with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by CONCESSIONAIRE.
- C. Use of the PREMISES for purposes not expressly permitted herein, whether approved in writing by RAP or not, may result in additional charges; however, any such use without the prior written approval of RAP shall also constitute a material breach of AGREEMENT and is prohibited.

SECTION 9. INSURANCE

CONCESSIONAIRE shall follow insurance guidelines in the STANDARD PROVISIONS (Exhibit A); provide and maintain the Required Insurance and Minimum Limits (Exhibit G); and follow the Instructions and Information on Complying with City Insurance Requirements (Exhibit G).

SECTION 10. PROHIBITED ACTS

CONCESSIONAIRE shall not:

1. Use the PREMISES to conduct any other business operations of CONCESSIONAIRE not related to the CONCESSION.
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the FACILITY or the public areas adjacent thereto, or in the streets or sidewalks adjoining the FACILITY, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use of the PREMISES for any purpose which is not essential to the CONCESSION operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the FACILITY other than specified herein, without the prior written approval of RAP;
5. Overload any floor in the FACILITY;
6. Place any additional lock of any kind upon any window or interior or exterior door in the FACILITY, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the FACILITY, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the FACILITY, whether said keys were furnished to or otherwise procured by CONCESSIONAIRE, and in the event of the loss of any keys furnished by RAP, CONCESSIONAIRE shall pay RAP, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the FACILITY which will invalidate, suspend or increase the rate of any insurance policy required under the AGREEMENT, or carried by RAP, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Title 8, Section 339 of the California Code of Regulations, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude CONCESSIONAIRE from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its business, or from carrying on said business in all respects as is customary except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;
9. Allow any sale by auction upon the PREMISES;

10. Permit undue loitering on or about the FACILITY;
11. Use the PREMISES in any manner that will constitute waste;
12. Use or allow the PREMISES to be used for, in the opinion of RAP, any improper, immoral, or unlawful purposes.

SECTION 11. PERFORMANCE DEPOSIT

CONCESSIONAIRE shall provide RAP a sum equal to Five Thousand Dollars (\$5,000) ("Deposit") to guarantee payment of fees and as a damage deposit to be used in accordance with the default provisions of this AGREEMENT.

Form of Deposit

CONCESSIONAIRE'S Deposit shall be in the following form:

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

A. Agreement of Deposit and Indemnity

CONCESSIONAIRE unconditionally agrees that in the event of any default, RAP shall have full power and authority to use the Deposit in whole or in part to indemnify RAP. All deposits of checks must be immediately so deposited by RAP.

B. Maintenance of Deposit

Said Deposit shall be held by RAP during the entire term of the AGREEMENT.

C. Return of Deposit to CONCESSIONAIRE

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

SECTION 12. TAXES, PERMITS, AND LICENSES

- A. CONCESSIONAIRE shall obtain and maintain at its sole expense any and all approvals, permits, or licenses that may be required in connection with the operation of the CONCESSION including, but not limited to, tax permits, business licenses, health permits, animal regulation, building permits, police and fire permits, etc.
- B. CONCESSIONAIRE shall pay all taxes of whatever character that may be levied or charged upon the rights of CONCESSIONAIRE to use the PREMISES, or upon CONCESSIONAIRE'S improvements, fixtures, equipment, or other property thereon or upon CONCESSIONAIRE'S operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as "Possessory Interest" and such property interest will be subject to property taxation. CONCESSIONAIRE, as the party to whom the Possessory Interest is vested, may be

subject to the payment of the property taxes levied by the State and County upon such interest.

- C. Pursuant to Section 21.3.3 of Article 1.3 of the LAMC Commercial Tenants Occupancy Tax, CONCESSIONAIRE must pay to the City of Los Angeles for the privilege of occupancy, a tax at the rate of One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter or fractional part thereof for the first One Thousand Dollars (\$1,000.00) or less of charges (rent and utilities) attributable to said calendar quarter, plus One Dollar and Forty-Eight Cents (\$1.48) per calendar quarter for each additional One Thousand Dollars (\$1,000.00) of charges or fractional part thereof in excess of One Thousand Dollars (\$1,000.00). Said tax shall be paid quarterly to RAP, on or before the fifteenth (15th) of April, July, October, January of each calendar year, for the preceding three (3) months. Should the rate of the Occupancy Tax rise at any time during the term of the AGREEMENT, CONCESSIONAIRE shall be responsible to pay the updated, higher rate.

SECTION 13. ASSIGNMENT, SUBLEASE, BANKRUPTCY

CONCESSIONAIRE shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of RAP. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the CONCESSION rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrancer, pledgee or other lien holder, successor or purchaser. For purposes of this Section 13, a change in the majority ownership of CONCESSIONAIRE shall constitute a transfer or assignment of this AGREEMENT for which prior written consent of RAP is required.

SECTION 14. BUSINESS RECORDS

CONCESSIONAIRE shall maintain during the term of the AGREEMENT and for three years thereafter, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this agreement and for at least three years thereafter.

A. **Employee Fidelity Bonds**

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by CONCESSIONAIRE covering all its employees who handle money.

B. **Cash and Record Handling Requirements**

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

CONCESSIONAIRE shall be required to maintain a method of accounting of the CONCESSION which shall correctly and accurately reflect the gross receipts and

disbursements received or made by CONCESSIONAIRE from the operation of the CONCESSION. The method of accounting, including bank accounts, established for the CONCESSION shall be separate from the accounting systems used for any other businesses operated by CONCESSIONAIRE or for recording CONCESSIONAIRE'S personal financial affairs. Such method shall include the keeping of the following documents:

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

C. Method of Recording Gross Receipts

CONCESSIONAIRE must install a computerized point-of-sale (POS) system, including hardware and software, to record transactions and receipts. Such POS system must be capable of accepting credit and debit card payments; providing paper receipts to patrons; have a price display which is and shall remain at all times visible to the public; and have controls in place to make it equivalent to a non-resettable cash register. CONCESSIONAIRE shall not purchase or install the POS system, including hardware and software, before obtaining RAP's written approval of the specific hardware and software to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public. A receipt shall be offered to the patron for all transactions.

D. Annual Statement of Gross Receipts and Expenses

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

In addition, RAP may from time to time conduct an audit and re-audit of the books and businesses conducted by CONCESSIONAIRE and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by CONCESSIONAIRE to RAP shall be found to be less than the amount of gross sales disclosed by such audit and observation, CONCESSIONAIRE shall pay RAP within thirty (30) days after billing any additional rentals disclosed by such audit. If discrepancy exceeds

two percent and no reasonable explanation is given for such discrepancy, CONCESSIONAIRE shall also pay the cost of the audit.

SECTION 15. REGULATIONS, INSPECTION, AND DIRECTIVES

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

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

B. Conformance with Laws

CONCESSIONAIRE shall conform to:

1. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by RAP with respect to the operation of the CONCESSION;
2. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES and FACILITY;
3. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, lawfully exercising authority over CONCESSIONAIRE'S operations; and,
4. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. Permissions

Any permission required by the AGREEMENT shall be secured in writing by CONCESSIONAIRE from CITY or RAP and any errors or omissions therefrom shall not relieve CONCESSIONAIRE of its obligations to faithfully perform the conditions therein. CONCESSIONAIRE shall immediately comply with any written request or order submitted to it by CITY or RAP.

D. Right of Inspection and access to Concession

CITY, RAP, their authorized representatives, agents and employees shall have the right to enter the PREMISES at any and all reasonable times for the purpose of inspection, evaluation, and observation of CONCESSIONAIRE'S operation. RAP staff are specifically designated as CITY agents and are empowered by CITY to conduct inspections of the PREMISES, evaluate CONCESSIONAIRE and inform RAP fully as to CONCESSIONAIRE's conduct. During these inspections, they all shall have the right to photograph, film, or otherwise record conditions and events taking place upon the PREMISES. The inspections may be made by persons identified to CONCESSIONAIRE as CITY Employees, or may be made by independent contractors engaged by CITY. Inspections may be made for the

purposes set forth below, and for any other lawful purpose for which the CITY or another governmental entity with jurisdiction is authorized to perform inspections of the PREMISES:

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

E. Control of Premises

RAP shall have absolute and full access to the PREMISES and all its appurtenances during the term of the AGREEMENT and may make such changes and alterations therein, and in the VENUE and grounds surrounding same, as may be determined by RAP.

F. Business Inclusion Program

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

During the term of the AGREEMENT, CONCESSIONAIRE must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B (Exhibit I) when submitting the Monthly Revenue Report. Upon completion of the project, a summary of these records shall be prepared on the "Final Subcontracting Report" form, Schedule C (Exhibit J) and certified correct by CONCESSIONAIRE or its authorized representative. The completed Schedule C shall be furnished to RAP within fifteen (15) working days after completion of the AGREEMENT.

G. First Source Hiring Ordinance

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

1. CONCESSIONAIRE shall, prior to the execution of the contract, provide to the Designated Administrative Agency (DAA) a list of anticipated employment opportunities that CONCESSIONAIRE estimates it will need to fill in order to perform the services under the AGREEMENT. The Department of Public Works, Bureau of Contract Administration is the DAA.
2. CONCESSIONAIRE further pledges that it will, during the term of the AGREEMENT:
 - a. At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department (EWDD), which will refer individuals for interview;

- b. Interview qualified individuals referred by EWDD; and;
 - c. Prior to filling any employment opportunity, CONCESSIONAIRE shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the CONCESSIONAIRE interviewed and the reasons why referred individuals were not hired.
- 3. Any subcontract entered into by CONCESSIONAIRE relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
 - 4. CONCESSIONAIRE shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

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

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

SECTION 16. SURRENDER OF POSSESSION

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

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

Upon termination of this AGREEMENT other than by forfeiture, CONCESSIONAIRE shall quit and surrender possession of the PREMISES to RAP and shall, without cost to RAP, remove any and all works, structures, or other improvements owned by CONCESSIONAIRE and restore the PREMISES to the same or as good condition, ordinary wear and tear excepted, as it was at the time of the first occupancy, thereof by CONCESSIONAIRE under this or any prior agreement or lease. CONCESSIONAIRE will have three days to effect removal and restoration. CONCESSIONAIRE may at its option, and subject to agreement by RAP, surrender all or a portion of the works, structures, or other improvements to RAP in lieu of all or a portion of the removal or restoration required herein.

SECTION 17. NOTICES

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

Department of Recreation and Parks
Attention: Concession Unit
P.O. Box 86328
Los Angeles, CA 90086

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

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

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

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

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

Sunseri's
Attn: Michael Sereno
PO Box 83
Glendora, CA 91740

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

SECTION 18. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are to be attached to and made part of this AGREEMENT by this reference:

- A. Standard Provisions for City Contracts (Rev. 9.22) [v.1]
- B. Concession Special Event Venue List (Revision 9/7/2022)
- C. Proposal submitted by CONCESSIONAIRE
- D. Form General No. 87 "Non-Employee Accident or Illness Report"
- E. Special Occurrence and Loss Report

- F. Monthly Revenue Report
- G. Required Insurance and Minimum Limits; Instructions and Information on Complying with City Insurance Requirements
- H. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- I. Schedule B, MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile
- J. Schedule C, Final Subcontracting Report

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit G, 4) Exhibit B, 5) Exhibit C, 6) Exhibit D, 7) Exhibit F, and 8) Exhibit E.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: _____ DATE: _____
Jimmy Kim
General Manager

Sunseri's

BY: _____ DATE: _____
Edward Sunseri

Title: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

BY: _____ DATE: _____
Deputy City Attorney

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____

AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

**BAR AND BEVERAGE SERVICE CONCESSION
VENUE LIST
(Revision 9/7/2022)**

The City of Los Angeles Department of Recreation and Parks (RAP) owns and operates ten special event venues that are permitted for serving alcoholic beverages:

- Brand Park Community Center
15121 Brand Boulevard
Mission Hills, CA 91345

- Orcutt Ranch Horticultural Center
23600 Roscoe Boulevard
Wet Hills, CA 91304

- Grace E. Simons Lodge
1025 Elysian Park Drive
Los Angeles, CA 90012

- Friendship Auditorium
3201 Riverside Drive
Los Angeles, CA 90027

- Griffith Park Visitors Center Auditorium
4730 Crystal Springs Drive
Los Angeles, CA 90027

- Monticillo De Leo Politi (outdoor amphitheater area with picnic tables, "old lodge" area)
On Stadium between Scott Road & Academy Road, Los Angeles, CA 90012

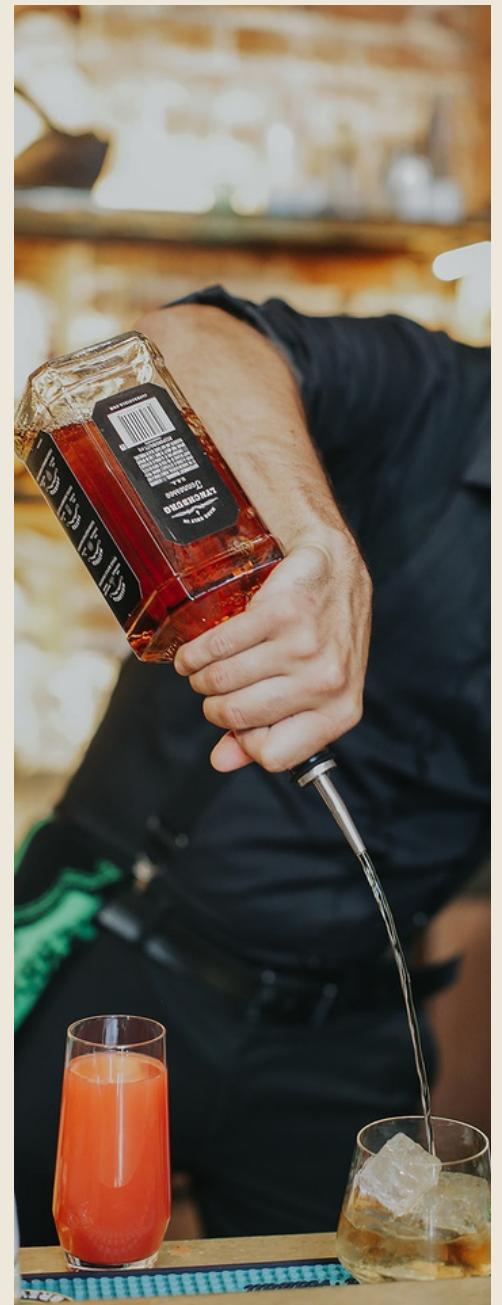
- Pershing Square
532 S Olive Street
Los Angeles, CA 90013

- Cabrillo Beach Bath House
3800 Stephen M White Dr.
San Pedro, CA 90731

- EXPO Center - Exposition Park Rose Garden
3990 Bill Robertson Lane
Los Angeles, CA 90037

- EXPO Center - Ahmanson Senior Citizen Center (Ballroom)
3990 Bill Robertson Lane
Los Angeles, CA 90037

RAP reserves the right to close or add additional venue locations.



Proposal for Operations of the Bar and Beverage Concession

Prepared for

City of Los Angeles Department of Recreation and Parks
Office of the Board of Commissioners
221 N Figueroa St, Suite 180
Los Angeles, CA 90012

Proposal Due: September 20th, 2022

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EDWARD SUNSERI, JR.

P.O. BOX 83
GLEN DORA, CA 91740
800-635-9732

ESUNSERI@GROUPECTING.COM

September 1, 2022

City of Los Angeles Dept.
of Recreation and Parks
221 N. Figueroa Street
Suite #180
Los Angeles, CA 90012

Re: Designation of Authorized Representative of Sunseri's

Dear Sir or Madam:

Sunseri's is a sole proprietorship that is owned by the undersigned individual, Edward Sunseri, Jr.

The purpose of this letter is to inform you that I have designated Michael Sereno as the duly appointed representative of Sunseri's for the purpose of handling all matters between Sunseri's and the City of Los Angeles Dept. of Recreation and Parks ("City") concerning the response by Sunseri's to the City's RFP for the operation of the bar and beverage services concession contract at the Los Angeles County Arboretum and any discussions or negotiations in connection therewith. The City is entitled to rely on this letter as permission to work directly with Michael Sereno and to accept Mr. Sereno's signature as binding upon Sunseri's with respect to all documents in connection with any RFP response made by Sunseri's to the City and any contractual documents executed in connection with an award of a contract.

Thank you,

A handwritten signature in black ink, appearing to read "Edward Sunseri, Jr.", written over a horizontal line.

Edward Sunseri, Jr.

See Notary Acknowledgment Attached

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES

On 9/18/2022 before me: Maria Hernandez, Notary Public
(insert name and title of the officer)

personally appeared Edward Sunseri, Jr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Po Box 83
Glendora, CA 91740
Office: 800-635-4783
Fax: 626-335-4783
Email: Mike@sunseris.com

September 19th, 2022

Sunseri's is pleased to submit our proposed business plan to provide bar and beverage catering service to the various locations for the City of Los Angeles.

Since 1989, Sunseri's has operated a full time and full-service alcohol catering business. We have grown and expanded to handling 1,000 events annually and have all proper Alcohol Beverage Control licenses and insurances in place. Sunseri's has enjoyed a very successful relationship with the City of Los Angeles since March 1999. We have provided exceptional service with zero complaints from clients or the City of Los Angeles staff. This standard will continue at an even higher level of service.

It is our goal to supply to clients, and to the City of Los Angeles, the best and most satisfactory bar and beverage service. Starting from exceptional customer service from beginning to the completion of their event. Our office can be reached directly through telephone, fax, email, or website. Calls are taken Monday through Friday, 9am to 5pm. Emails are always monitored and answered within 24 hours.

We offer multiple packages that meet the expectations of a variety of income levels with competitive and fair pricing. All packages are customized and tailored to each client's needs. Our staff strives to provide exceptional customer service paired with top-notch experience.

Sunseri's has been able to bounce back after the COVID-19 shutdown and maintain our relationships with past and current clients, as well as expanding marketing efforts to create new business opportunities. Our goal is and always has been to expand and change with the times. We are excited to see where our future with the City of Los Angeles will go.

ACKNOWLEDGEMENT:

Sunseri's confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

B. BUSINESS PLAN

EQUIPMENT: Sunseris provides the bar setup with bar fronts, back bars and linen. If the venue has a built-in/portable bar we will utilize the bar. We also provide cash registers specific to Los Angeles city venues. Our POS system is Clover which redeems payments through credit/debit card, apple and google pay. Sunseris will provide call ice chests, cups, napkins, straws and anything else for a fully functioning bar.

MENUS AND PRICING: Provided are all the packages we offer with products provided. We also have all our pricing with package upgrades. The cash bar pricing has our current pricing as of 9-19-2022. [Please see Exhibit 1 attached.](#)

PERMITS & LICENSING: Sunseri's has a type 48 & 58 liquor license. We also maintain an active health permit. All permits and licenses are renewed on time. [Please see Exhibit 2 attached.](#)

ADDITIONAL AMENTIES: Sunseri's is always open to customizing packages and suggestions certain specifications to accommodate clients needs and budget. We are also opened to collaborating with the client on certain themes and suggesting special drinks to go with the theme. If they want the bartender to wear themed uniform, we try and provide that as well.

SUNSERIS AGREES TO COMPLY WITH ALL CITY AND COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH DIRECTIVES, AND CALIFORNIA DEPARTMENT OF ALCOHOL BEVERAGE CONTROL REGULATIONS.

C. MANAGEMENT AND OPERATIONS PLAN

C.1 STAFFING PLAN:

- **Key Personnel:**
 - Edward Sunseri, Jr – Owner
 - Michael Sereno – General Manager
 - Nikki Gonzalez – Controller
 - Justine Hernandez – Chief of Operations
 - Brittany Martinez – Executive Assistant
 - Gabriela Montano – Administrative Assistant
 - Harold Erhard - Warehouse Manager
 - Margaux Hayford – Marketing
 - Full time Bartenders:
 - Justin Renauld
 - Kevin Nichols
 - Jose Menjivar
 - Lenny Menjivar
 - Additional 30 bartenders on call as needed for staffing
- **Staff Schedules:**
 - Office hours: Monday thru Friday, open from 9am-5pm
 - Warehouse: Open 7 days a week from 6am-2pm
 - Event hours: Dependent on event times. We arrive 2 hours prior to the start time so they can start setting up. Bartenders take about 1 hour to break down and load out.
- **Staff Uniform:** Bartenders wear a black/long sleeve button up shirt with black pants and black shoes. If the event requires, they will wear a black tie.

C.2 CUSTOMER SERVICE PLAN

- **Goals and Policies:** Our main objective is to always provide the best customer service to ensure satisfied clients who would use our services again. Our policies focus on professionalism, and we use our experience in the industry to be able to provide the best service with the most experienced staff. All bartenders are RBS certified and fully trained.
- **Customer Complaints:** Once we receive a complaint from the client, we make note of the complaints. Then we check in with the bartender to have their recollection of events. If a service paid for by the client was not provided, then we will refund accordingly. We always try to get all views on the situation and evaluate the best we can to come to a fair resolution.
- **Speed of Service Guidelines:** In the office, we always respond to customer calls or emails within a day. On events, we make sure to staff bartenders accordingly so there is a smooth setup time and minimal lines.
- **Quality Assurance Program:** Sunseri's has a system of checks and balances to make sure that all aspects of planning are taken care of. The office staff is always available and easily accessible to clients. If there is ever an issue, it is addresses with the largest sense or urgency.
- **Customer guarantees, exchange, or refund policies:** Service is always guaranteed at venues that we are contracted with. We rarely turn down an event and make sure we are staffed to take all

business inquiries. For exchanges, we can switch any payment to any type of package offered and apply payments/deposits to a different event if needed. Sunseri's does not refund deposits but can refund 50% of any payment made after the deposit, if cancelled no later than 2 weeks before the event.

- **Payment types at cash bars:** Sunseri's Clover machines accept all forms of debit/credit cards. We also accept Apple and Google pay.

C.3 EMPLOYEE TRAINING: All bartenders need to have their RBS certification. If they do not have it, they will not be able to work events. Once hired the bartenders train with an experienced/lead bartender on events. Only when they are ready, we will put them on events alone. We do not currently offer any incentives, aside from being a strong bartender to be able to be put on larger events with the possibility of making more tips. Sunseri's has started advertising on social media in hopes of hiring new bartenders. We also reaching out to staffing agencies for larger events to make sure we can staff all events.

C.4 ONSITE OPERATION PLAN: For deliveries/events we have company vehicles and rentals for transporting product. Trash removal is done by Sunseris. We provide our own trash cans, if we are allowed to dispose on-site, we will, but we can also take it back to our warehouse and dispose off-site.

Clean up is done by the bartenders. Our intention is to leave the venue in the condition we arrived, or better. Portable bars are handled with care, if there is an issue the venue will let us know and we can relay that to the bartender.

C.5 SUSTAINABILITY: Sunseri's will not use Styrofoam and single use plastics at any City of Los Angeles venue. We won't sell individual plastic bottles of water on our cash bars or use them on our hosted bars. We always provide a 10-gallon self-serve water station on all packages.

2.1 OWNERSHIP DESCRIPTION

2.1.1 ADDRESSES:

- Physical: 10617 Garvey Ave, El Monte, CA 91733
- Mailing: Po Box 83, Glendora, CA 91740

2.1.2 LENGTH IN BUSINESS

- 33 years, 6 months

2.1.3 TYPE OF BUSINESS

- Sole Proprietor

2.1.4 SIZE OF COMPANY

- Full Time: 5
- Part Time: 1, in office
- Bartenders: 4 full time bartenders, additional 30 staffed bartenders
- Warehouse: 11

2.1.5 NAME OF PERSONS RESPONSIBLE

- Edward Sunseri, Jr – Owner
- Michael Sereno – General Manager
- Nikki Gonzalez – Controller
- Justine Hernandez – Chief of Operations
- Brittany Martinez – Executive Assistant
- Gabriela Montano – Administrative Assistant
- Harold Erhard - Warehouse Manager
- Margaux Hayford – Marketing
- Full time Bartenders:
 - Justin Renaud
 - Kevin Nichols
 - Jose Menjivar
 - Lenny Menjivar
 - Additional 30 bartenders on call as needed for staffing

2.1.6 PENDING MERGERS

- No pending mergers.

2.1.7 OWNERSHIP INFORMATION FOR ALL PROPOSED SUBCONTRACTORS

- No Subcontractors.

2.2 DESCRIPTION OF PROPOSING ENTITY'S EXPERIENCE IN AND KNOWLEDGE OF BAR AND BEVERAGE SERVICE OPERATIONS

2.2.1 CURRENT AND PAST BAR AND BEVERAGE EXPERIENCE

- Sunseri's currently services over 1,000 events annually at various venues throughout Southern California. We have been a preferred vendors for the City of Los Angeles since 1999 to the present. On average, we service at least 2 City of Los Angeles venue weekly. Through 2015 to 2019 we have paid \$405,752.00 in commissions to RAP. Sunseri's is also a preferred vendor for over 25 venues throughout Southern California.

2.2.2 PROPOSER'S YEARS OF ABOVE EXPERIENCE

- Sunseri's has been in the beverage catering business for over 33 years.

2.2.3 EXTENT OF ANY RELATED EXPERIENCE

- Sunseri's has held the City of Los Angeles contract since 1999. During that time, we have not received any complaints and have maintained a great relationship with the City of Los Angeles. Sunseri's has been able to create relationships with City of Los Angeles staff and has always been communicative in providing event confirmations for every booked event at RAP venues.

2.2.4 ADDITIONAL INFORMATION THAT DEMONSTRATES YOUR QUALIFICATIONS

- Sunseri's prides ourselves in providing great customer service in the office and onsite at events. Our clients can reach us directly by phone and email. We return all calls and emails within 24 hours. Our staff makes sure everything the client relays to us in the office, is taken care of by our trained bartenders. All our bartenders are RBS certified and in compliance with ABC guidelines.

We currently remodeled our website and have a marketing plan in place to acquire more clients and improve sales. Our goal is to always strive for excellence and to use our years of experience in the bar and beverage industry to make sure our clients are 100% satisfied.

2.3 CONTRACTS HISTORY

2.3.1 LIST OF ALL CONTRACTS COMMENCED AND TERMINATED (RECENT 12 MONTHS)

- No contracts commenced or terminated.

2.3.2 LIST OF CONTRACTS WHICH TERMINATED DURING 2019, 2020 AND 2021

- No contracts were terminated during those years.

2.4 CURRENT OPERATIONS

2.4.1 EMPLOYEE HIRING, TRAINING AND PROMOTION POLICIES

- Once employees are interviewed and hired, we have them complete an application and provide all necessary documentation. Bartenders are paired with our most experienced lead bartender to work an event and learn our set-up, drink mixing, inventory process, and breakdown procedures before going out to an event themselves. Lead bartenders then report back to Nikki and Justine to go over what need improvement. The bartenders are motivated to do well so that they can be staffed on larger and more types of events. Sunseri's schedule bartenders according to skill ability and who is best suited for each event. We currently do not offer any promotions for bartenders.

2.4.2 METHODS AND CONTROLS FOR ACCOUNTING

- Sunseri's uses standard accounting principles with our custom inventory system that we have created to control quality and cost. Our inventory is logged and priced out before an event. We also factor into client cost our labor, product consumption, licensing, and insurance. Once the event is completed the bartender(s) keep track of all products that are used. The warehouse will also inventory the products once the vehicle is unpacked. All inventory is priced out by accounting and profit is determined and logged. Accounting keeps weekly and monthly reports with revenue and all expenses per event.

2.5 REFERENCES

2.5.1 BUSINESS REFERENCES:

1. **Terry McIlhargey – President at City Fare Catering**
 - a. **Email:** terry@cityfarecatering.com
 - b. **Phone:** 213-746-2224
 - c. **Address:** 749 Venice Blvd, Los Angeles, CA 90015
 - d. **Scope of Business:** Food catering who books bar service for their clients directly through us. We do at least 1 event per week with this client and have been working with them for over 10 years.
2. **Swathi Moova - Venue Manager at Catalina Room**
 - a. **Email:** swathimovva@la.macenters.org
 - b. **Phone:** 818-219-3385
 - c. **Address:** 128 S Catalina Ave, Redondo Beach, CA 90277
 - d. **Scope of Business:** Venue Manager at Catalina Room in Redondo Beach. We are the only preferred bar vendor at this location. We do 1-2 events on a weekly basis and have had a working relationship for over 5 years.
3. **Nicole Olivas – Owner of The Fresh Gourmet (Los Angeles Arboretum)**
 - a. **Email:** thepeacockcafe@gmail.com
 - b. **Phone:** 626-446-2248
 - c. **Address:** 301 N. Baldwin Ave, Arcadia, CA 91007

- d. **Scope of Business:** Sunseri's works in connection with The Fresh Gourmet, food caterers to the Peacock Café at The Los Angeles Arboretum. We are the only bar vendor at The Arboretum and book events directly with client and through Nicole. We have had a working relationship for over 10 years.

4. Christina Sion – Vice President of Events at Cal Science Center

- a. **Email:** csion@cscmail.org
- b. **Phone:** 213-744-7493
- c. **Address:** 700 Exposition Park Dr, Los Angeles, CA 90037
- d. **Scope of Business:** Sunseri's has been a preferred vendor at California Science Center for over 5 years. Chris is our main contact in planning events at Cal Science.

5. Rita Elias – Event Coordinator at Chaffey College Chino Community Center (CCCCC)

- a. **Email:** rita.elias@chaffey.edu
- b. **Phone:** 909-652-8200
- c. **Address:** 5890 College Park Ave, Chino, CA 91710
- d. **Scope of Business:** Rita has been our main contact at CCCCC for over 10 years. She coordinates booking with the clients. We service, on average, 1 event per week at CCCCC.

2.5.2 FINANCIAL REFERENCES

1. Bank Of America

- a. **Email:** No Direct Email
- b. **Phone:** 800-421-2110
- c. **Address:** P.O Box 15019, Wilmington, DE 19886
- d. **Scope of Business:** Sunseri's has a credit card with Bank of America and has always remained in good standing.

2. Diane Delfin - Citizens Business Bank

- a. **Email:** ddelfin@cbbank.com
- b. **Phone:** 626-286-3166 (OPX 1209)
- c. **Address:** 850 E. Las Tunas Dr, San Gabriel, CA 91776
- d. **Scope of Business:** Sunseri's maintains two business checking accounts with Citizens.

3. Chris Overton – Building Owner of Sunseri's location

- a. **Email:** waborats@yahoo.com
- b. **Phone:** 626-484-0305
- c. **Address:** 244 Grand Oaks Dr, Glendora, CA 91741
- d. **Scope of Business:** Landlord of 10617 E. Garvey Ave in El Monte. Sunseri's has been tenants for over 10 years.

2.6 FINANCIAL CAPACITY

2.6.1 GOOD STANDING

- Currently in good standing. We are not being audited and are compliant with all ABC and business practice requirements. None of our licenses have been revoked.

2.6.2 AMOUNT OF INVESTMENT REQUIRED

- No investment or start-up costs are required to provide services proposed.

2.6.3 AMOUNT OF INVESTMENT TO BEGIN OPERATIONS AS PROPOSED

- **PERFORMANCE DEPOSIT:** amount is \$5,000
- **INVENTORY:** We use inventory on hand and do not require purchasing that would require an investment.
- **EQUIPMENT:** We have all equipment needed to provide services. Cash registers need have already been purchased since we have been doing business at City of Los Angeles venues.
- **OPERATING SUPPLIES:** We use all supplies on hand and do not require purchasing that would require an investment.
- ***No other additional investments will be needed or is required.***

2.6.4 SOURCE(S) OF FUNDING

- Any funded needed will be funded by cash reserves.

2.7 FINANCIAL DOCUMENTATION

2.7.1 CASH RESERVES FUNDING OPERATION

- Bank statements from Sunseri's for past 12 months – [Please see Exhibits 3 & 4 attached](#)
- Current credit report of Michel Sereno and Edward Sunseris, Jr – [Please see Exhibit 5 & 6 attached.](#)

2.7.2 LOANS USED TO FUND OPERATION

- No loans will be used to fund this operation.

2.7.3 ADDITIONAL SOURCES FOR FUNDING

- No additional sources of funding are to be used to fund this operation.

Compliance Documents

AFFIDAVIT TO ACCOMPANY PROPOSALS

I/We, Michael Sereno

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

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

is of Sunseri's
(Name of firm / business entity)

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

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

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

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

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

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

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

[Signature]
(Signature)

General Manager
(Title)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Subscribed and sworn to before me this _____ day of

(Month / Year)

(Date)

(Notary Public)

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

CALIFORNIA JURAT

GOVERNMENT CODE § 8202

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

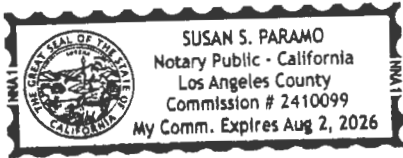
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16 day of Sept., 2022, by
Date Month Year

(1) Michael James Sereno

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Susan S. Paramo
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit to Accompany proposal

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Disposition of Proposals

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

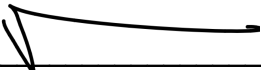
In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to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

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

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

MS

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



Signature of person authorized to bind proposer

09-16-2022
Date

**CITY OF LOS ANGELES
RESPONSIBILITY QUESTIONNAIRE**

RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.
In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.

The signatory of this Questionnaire guarantees the truth and accuracy of all statements and answers to the questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer (a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

A. CONTACT INFORMATION

CITY DEPARTMENT INFORMATION

Department of Recreation and Parks	Stanley Woo	213-202-5670
City Department/Division Awarding Contract	City Contact Person	Phone
<hr/>		
Bar & Beverage Services Concession		
City Bid or Contract Number (if applicable) and Project Title		

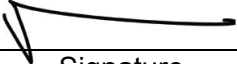
BIDDER/CONTRACTOR INFORMATION

Sunseri's			
Bidder/Proposer Business Name			
<hr/>			
P.O. BOX 83	Glendora	Ca	91740
Street Address	City	State	Zip
<hr/>			
Michael Sereno, General Manager	800-635-9732	626-335-4783	
Contact Person, Title	Phone	Fax	

TYPE OF SUBMISSION:

The Questionnaire being submitted is:

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

Michael Sereno, General Manager		09-16-2022
Print Name, Title	Signature	Date

TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS: 7

B. BUSINESS ORGANIZATION/STRUCTURE

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

Corporation: Date incorporated: ____/____/____ State of incorporation: _____

List the corporation's current officers.

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Check the box only if your firm is a publicly traded corporation.

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

Limited Liability Company: Date of formation: ____/____/____ State of formation: _____

List members who own 5% or more of the company. Use Attachment A if more space is needed.

Partnership: Date formed: ____/____/____ State of formation: _____

List all partners in your firm. Use Attachment A if more space is needed.

Sole Proprietorship: Date started: 03 / 01 / 1989

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

Edward Sunseri, Jr _____

Michael Sereno _____

Joint Venture: Date formed: ____/____/____

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

C. OWNERSHIP AND NAME CHANGES

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

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

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

D. FINANCIAL RESOURCES AND RESPONSIBILITY

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

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

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

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

E. PERFORMANCE HISTORY

7. How many years has your firm been in business? 33 Years.

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

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

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

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

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

Yes No

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

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

Yes No

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

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

Yes No

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

F. DISPUTES

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

(a) Payment to subcontractors?

Yes **No**

(b) Work performance on a contract?

Yes **No**

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

Yes **No**

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

Yes **No**

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

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

Yes **No**

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

G. COMPLIANCE

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

Yes **No**

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

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

Yes **No**

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

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

Yes No

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

H. BUSINESS INTEGRITY

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

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

Yes No

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

Yes No

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

Yes No

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

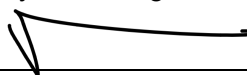
Yes No

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

CERTIFICATION UNDER PENALTY OF PERJURY

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

Michael Sereno, General Manager
Print Name, Title


Signature

09-16-2022
Date

ATTACHMENT A FOR SECTIONS A THROUGH C

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

Page 4, question 8

We have held a contract with the City of Los Angeles:

(A) ENTITY NAME: Sunseri's

(B) PURPOSE OF CONTRACT: Month to month Bar & Beverage Services Concession

(C) TOTAL COST: Pre-pandemic 2019 gross receipts were \$407,167. Commission paid to city for 2019 was \$81,433.

(D) STARTING DATE: February 18, 2011

(E) ENDING DATE: Month to month basis

ADDITIONAL INFORMATION FROM SUNSERIS IS AVAILABLE UPON REQUEST

City of Los Angeles

Department of Public Works
 Bureau of Contract Administration
 Office of Contract Compliance
 1149 S. Broadway, Suite 300, Los Angeles, CA 90015
 Phone: (213) 847-2625 E-mail: bca.eeoe@lacity.org

EQUAL BENEFITS ORDINANCE COMPLIANCE AFFIDAVIT

Prime contractors must certify compliance with Los Angeles Administrative Code (LACC) Section 10.8.2.1 et seq. prior to the execution of a City agreement subject to the Equal Benefits Ordinance (EBO).

SECTION 1. CONTACT INFORMATION

RAMP Id: 203794 EIN/TIN: 953511506
 Company Name: Sunseri's
 Company Address: P.O. Box 83
 City: Glendora State: CA Zip: 91740
 Contact Person: Mike Sereno Phone: 626-335-4963 E-mail: mike@sunseris.com
 Approximate Number of Employees in the United States: 20
 Approximate Number of Employees in the City of Los Angeles: 20

SECTION 2. EBO REQUIREMENTS

The EBO requires City Contractors who provide benefits to employees with spouses to provide the same benefits to employees with domestic partners. Domestic Partner means any two adults, of the same or different sex, who have registered as domestic partners with a governmental entity pursuant to state or local law authorizing this registration, or with an internal registry maintained by the employer of at least one of the domestic partners.

Unless otherwise exempt, the contractor is subject to and shall comply with the EBO as follows:

1. The Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the City Contract; and
2. The Contractor's operations 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 the property is connected to a Contract with the City and
3. 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.

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."

SECTION 3. COMPLIANCE OPTIONS

I have read and understand the provisions of the Equal Benefits Ordinance and have determined that this company will comply as indicated below:

- I have no employees.
- I provide no benefits.
- I provide benefits to employees only. Employees are prohibited from enrolling their spouse or domestic partner.
- I provide equal benefits as required by the City of Los Angeles EBO.
- I provide employees with a "Cash Equivalent." Note: The "Cash Equivalent" is the amount of money equivalent to what your company pays for spousal benefits that are unavailable for domestic partners, or vice versa.
- All or some employees are covered by a collective bargaining agreement (CBA) or union trust fund. Consequently, I will provide Equal Benefits to all non-union represented employees, subject to the EBO, and will propose to the affected unions that they incorporate the requirements of the EBO into their CBA upon amendment, extension, or other modification of the CBA.
- Health benefits currently provided do not comply with the EBO. However, I will make the necessary changes to provide Equal Benefits upon my next Open Enrollment period which begins on (Date)
- Our current company policies, i.e., family leave, bereavement leave, etc., do not comply with the provisions of the EBO. However, I will make the necessary modifications within three (3) months from the date of this affidavit.

FIRST SOURCE HIRING ORDINANCE COMPLIANCE AFFIDAVIT

Contractors (including loan or grant recipients) participating on a City contract that is subject to the First Source Hiring Ordinance (FSHO) are required to certify their compliance prior to contract execution. As part of their obligations under the FSHO, Contractors must provide the Awarding Department a list of anticipated employment opportunities that they and their subcontractors expect to fill in order to perform the services under the contract. The FSHO-1 form (available at <http://bca.lacity.org>) should be utilized to inform the Awarding Authority of any such opportunities. If no opportunities are anticipated, contractors do not need to submit the FSHO-1 form prior to contract award, but must report any subsequent employment opportunities on the FSHO-3 form (available at <http://bca.lacity.org>) as described below. During the term of the contract, the contractor and their subcontractors shall:

1. At least seven business days prior to making an announcement of a specific employment opportunity, provide notification of that employment opportunity by submitting the FSHO-3 form to the Economic and Workforce Development Department;
2. Interview qualified individuals referred by the City's referral resources; and
3. Prior to filling any employment opportunity, inform the Office of Contract Compliance of the names of the referral resources used, the names of the individuals referred, and the names of the referred individuals who were interviewed. If the referred individuals were not hired, the contractor should also provide the reasons they were not hired.

DECLARATION UNDER PENALTY OF PERJURY

I understand that I am required to permit the City of Los Angeles access to and upon request, must provide certified copies of all company records pertaining to benefits, policies and practices for the purpose of investigation or to ascertain compliance. Furthermore, I understand that failure to comply may be deemed a material breach of any City contract by the Awarding Authority. The Awarding Authority may cancel, terminate or suspend in whole or in part, the contract; monies due or to become due under a contract may be retained by the City until compliance is achieved. The City may also pursue any and all other remedies at law or in equity for any breach. The City may use the failure to comply as evidence against the Contractor in actions taken pursuant to the provisions of the LAAC Section 10.40, et seq., Contractor Responsibility Ordinance.

TERMS OF ACCEPTANCE AND SIGNATURE:

I, Mike Sereno, the requestor for this "EBO/FSHO Affidavit", warrant the truthfulness of the information provided in the document.

Electronic Signature:*

Mike

First name

Sereno

Last name

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the above Terms of Acceptance.

Execution of document by E-signature. By clicking on the check box it indicates an electronic signature. This is considered the legal equivalent of a manual or "wet" signature. Once signed electronically, this document is considered original and legally binding.

Bar and Beverage Service

View Summary Sheet with only responses | [Print](#)

BIP Outreach Summary

NAICS Work Areas		Minimum Requirements		Number of Certified and Other Firms Contacted Per Work Area										
Code	Description	Required	Made	MBE	WBE	SBE	EBE	DVBE	OBE	DBE	SLB	LBE	LGBT	LTE
424810	Beer and Ale Merchant Wholesalers	1	1	0	0	0	0	0	1	0	0	0	0	0
424820	Wine and Distilled Alcoholic Beverage Merchant Wholesalers	1	2	1	1	0	0	0	1	1	0	0	0	0
541211	Offices of Certified Public Accountants	22	22	13	10	3	4	0	4	7	1	5	0	0
812331	Linen Supply	5	5	3	3	0	0	0	1	3	0	1	0	0
541214	Payroll Services	17	22	13	10	3	4	0	4	7	1	5	0	0

In addition to performing the required outreach, a bidder/ proposer must also complete their on-line Summary Sheet. A bidder's/ proposer's failure to utilize the RAMP's Summary Sheet function will result in their bid/ proposal being deemed non-responsive.

BIP Supporting Documents

Uploaded	File Name	Notes
No documents uploaded.		

Bids Submitted by Sub-Contractors

No Sub-Contractors bid has been submitted.

Prime Contractor Summary

--

Company Summary			
Vendor ID:	203794	Tax ID:	953511506
Name:	Sunseri's	BTRC:	
Address:	P.O. Box 83 Glendora, CA 91740 United States	Certs:	OBE
Phone	800-635-9732		
Fax			

Company Staff				
Name	E-mail	Phone	Fax	Title
Mike Sereno	mike@sunseris.com			

BIP Outreach Submission Checklist

- You must perform your BIP outreach by **9/6/2022, 12:00 AM**, at which point you will no longer be able to contact subs and have it count towards your BIP.
- This Summary Sheet must be completed by **9/21/2022, 04:30 PM**, at which point you will no longer be able to edit this form and it will be considered final.
- Where possible, outreach to DBEs, DVBEs, EBEs, LBEs, MBEs, SBEs(LA), SLBs, and WBEs in each of the required areas of work
- You may want to outreach and list LBEs to take advantage of the Local Bid Preference
- List ALL potential subcontractors/suppliers with whom the Bidder has had contact regarding this project and/or ALL those who have submitted sub-bids
- Make sure all subcontractors/suppliers listed on the Bidder's Summary Sheet have the following complete information:
 - ALL of the responses and/or bids received (to include the exact work to be performed/materials purchased for the included bid-listed amount), and that the subbid is unaltered by the Prime
 - That all "verbal" subbids are substantiated with hard quotes;
 - Summary Sheet: the exact name of the subcontractor/supplier who submitted the bid;
 - Summary Sheet: does the dollar amount of the subbid match the subbid amount and the bid-listed amount (if applicable);
 - That a brief reason is given for selection/non-selection of a subcontractor/supplier;
 - That the subcontractor (or Prime)/supplier is selected for every work area;
 - That the "incomplete" subbids were clearly defined as to why they were considered incomplete;
- This Summary Sheet was created on 9/1/2022, 02:06 PM by Mike Sereno and last saved on 9/1/2022, 02:19 PM by Mike Sereno

BIP Summary Sheet

Subcontractors	Contacted	Responded	Response/Bid	Notes/ Reasons for selection/non-selection
424810: Beer and Ale Merchant Wholesalers				
52. Power Tool and Supply, Inc. 3307921487 OBE [o]	9/1/2022		No Response	

424820: Wine and Distilled Alcoholic Beverage Merchant Wholesalers					
50.	Heritage Link Brands, LLC 8883609463 MBE WBE DBE [o]	9/1/2022		No Response	
51.	Super Glou, LLC 9176931818 OBE [o]	9/1/2022		No Response	
541211: Offices of Certified Public Accountants					
28.	Zuehls, Legaspi & Company 213-972-4033 WBE [o]	9/1/2022		No Response	
29.	Simpson and Simpson, CPAs 2137366664 LBE(LA) OBE [o]	9/1/2022		No Response	
30.	Collins & Company CPA 8773239768 MBE WBE [o]	9/1/2022		No Response	
31.	Paradigm Payroll Services LLC 3107928696 MBE WBE DBE LBE(Harbor) [o]	9/1/2022		No Response	
32.	Ziba Soroudi, CPA 310-458-9850 WBE LBE(Harbor) [o]	9/1/2022		No Response	
33.	NUNEZ & ASSOCIATES, INC. 714-525-8500 MBE WBE SBE(LA) EBE DBE VSBE(Harbor) SBE(Proprietary) LBE(Harbor) [o]	9/1/2022		No Response	
34.	Executive Financial Enterprises, Inc. 3239665300 WBE [o]	9/1/2022		No Response	
35.	Salinas Consulting, LLC 8186353291 MBE [o]	9/1/2022		No Response	
	Joseph Management Inc				

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36.	7142257705 MBE WBE DBE LBE(LA) [o]	9/1/2022		No Response	
37.	PharmPro Network Inc. 8184486847 EBE OBE LBE(Harbor) [o]	9/1/2022		No Response	
38.	Southland HR Services, LLC 5626323294 MBE SBE(LA) EBE VSBE(Harbor) SBE(Proprietary) LBE(Harbor) [o]	9/1/2022		No Response	
39.	American CyberSystems, Inc. (dba ACS Group) 7704935588 MBE [o]	9/1/2022		No Response	
40.	GYM ASSOCIATES 3104880276 MBE WBE [o]	9/1/2022		No Response	
41.	Qiu Accountancy Corporation 626-460-8000 MBE DBE LBE(LA) LBE(Harbor) [o]	9/1/2022		No Response	
42.	Turner, Warren, Hwang & Conrad 818-954-9700 LBE(LA) SBE(Proprietary) OBE [o]	9/1/2022		No Response	
43.	Genesis Global Recruiting 3236303694 WBE [o]	9/1/2022		No Response	
44.	Sotomayor & Associates 6263974900 MBE DBE [o]	9/1/2022		No Response	
45.	Vasquez & Company LLP 2138731700 MBE LBE(LA) LBE(Harbor) [o]	9/1/2022		No Response	
46.	RTJ CPA, P.C. 2132226120 MBE DBE [o]	9/1/2022		No Response	
	BCA Watson Rice – Western Region,				

47.	LLP 3107924640 SBE(LA) EBE SLB VSBE(Harbor) SBE(Proprietary) OBE LBE(Harbor) [o]	9/1/2022		No Response	
48.	DirectedLINK, LLC 213-984-4441 MBE DBE SBE(Proprietary) [o]	9/1/2022		No Response	
49.	Aviva Spectrum 4246250241 WBE LBE(Harbor) [o]	9/1/2022		No Response	
812331: Linen Supply					
1.	moorecars, llc 8442654642 MBE WBE DBE SBE(Proprietary) [o]	9/1/2022		No Response	
2.	LA Towel & Linen Service 3106735060 LBE(LA) OBE [o]	9/1/2022		No Response	
3.	A UNIFORM COMPANY 6262053860 MBE WBE DBE [o]	9/1/2022		No Response	
4.	Specialty Film & Packaging 9496972973 WBE [o]	9/1/2022		No Response	
5.	NMS Management, Inc 6194250440 MBE DBE [o]	9/1/2022		No Response	
541214: Payroll Services					
6.	Zuehls, Legaspi & Company 213-972-4033 WBE [o]	9/1/2022		No Response	
7.	Simpson and Simpson, CPAs 2137366664 LBE(LA) OBE [o]	9/1/2022		No Response	

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8.	Collins & Company CPA 8773239768 MBE WBE [o]	9/1/2022		No Response	
9.	Paradigm Payroll Services LLC 3107928696 MBE WBE DBE LBE(Harbor) [o]	9/1/2022		No Response	
10.	Ziba Soroudi, CPA 310-458-9850 WBE LBE(Harbor) [o]	9/1/2022		No Response	
11.	NUNEZ & ASSOCIATES, INC. 714-525-8500 MBE WBE SBE(LA) EBE DBE VSBE(Harbor) SBE(Proprietary) LBE(Harbor) [o]	9/1/2022		No Response	
12.	Executive Financial Enterprises, Inc. 3239665300 WBE [o]	9/1/2022		No Response	
13.	Salinas Consulting, LLC 8186353291 MBE [o]	9/1/2022		No Response	
14.	Joseph Management Inc 7142257705 MBE WBE DBE LBE(LA) [o]	9/1/2022		No Response	
15.	PharmPro Network Inc. 8184486847 EBE OBE LBE(Harbor) [o]	9/1/2022		No Response	
16.	Southland HR Services, LLC 5626323294 MBE SBE(LA) EBE VSBE(Harbor) SBE(Proprietary) LBE(Harbor) [o]	9/1/2022		No Response	
17.	American CyberSystems, Inc. (dba ACS Group) 7704935588 MBE [o]	9/1/2022		No Response	
18.	GYM ASSOCIATES 3104880276 MBE WBE [o]	9/1/2022		No Response	

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20.	Turner, Warren, Hwang & Conrad 818-954-9700 LBE(LA) SBE(Proprietary) OBE [o]	9/1/2022		No Response	
21.	Genesis Global Recruiting 3236303694 WBE [o]	9/1/2022		No Response	
22.	Sotomayor & Associates 6263974900 MBE DBE [o]	9/1/2022		No Response	
23.	Vasquez & Company LLP 2138731700 MBE LBE(LA) LBE(Harbor) [o]	9/1/2022		No Response	
24.	RTJ CPA, P.C. 2132226120 MBE DBE [o]	9/1/2022		No Response	
25.	BCA Watson Rice – Western Region, LLP 3107924640 SBE(LA) EBE SLB VSBE(Harbor) SBE(Proprietary) OBE LBE(Harbor) [o]	9/1/2022		No Response	
26.	DirectedLINK, LLC 213-984-4441 MBE DBE SBE(Proprietary) [o]	9/1/2022		No Response	
27.	Aviva Spectrum 4246250241 WBE LBE(Harbor) [o]	9/1/2022		No Response	
Prime Contractors		Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection
72251: Restaurants and Other Eating Places					
722410: Drinking Places (Alcoholic Beverages)					
722320: Caterers					

722330: Mobile Food Services				
Extended List	Contacted	Responded	Bid/Response	Notes/ Reasons for selection/non-selection
Other Work Areas				

LEGEND

- Listed sub has been selected by the prime to work on this opportunity.
- [o] Outreach was sent by the prime to the sub. Click the link for details. Contact will count towards your outreach goals.
- [s] Sub self-submitted their quote to the prime. Contact will count towards your outreach goals.
- [p] Prime manually added the sub to the sheet. Contact will not count towards your outreach goals.
- Company already listed under a previous work area.

CERTIFICATIONS

- DBE: Disadvantaged Business Enterprise
- DBE(LAWA): Disadvantaged Business Enterprise LAWA
- DVBE: Disabled Veteran Business Enterprise
- EBE: Emerging Business Enterprise
- LBE: Local Business Enterprise
- MBE: Minority-Owned Business Enterprise
- SBE: Small Business Enterprise (Los Angeles)
- LGBTBE: LGBT Business Enterprise
- SLB: Small Local Business
- WBE: Women-Owned Business Enterprise
- LTE: Local Transitional Employer

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


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

Project Title	City of Los Angeles Department of Recs and Park Bar & Beverage Concessions
----------------------	--

Proposer Sunseri's	Address P.O. Box 83, Glendora, Ca 91740
Contact Person Michael Sereno	Phone/Fax 800-635-9732

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT
Heritage Link Brands, LLC 8605 Santa Monica Blvd 888-360-9463	Wine and Alcohol Wholesalers	MBE WBE DBE	424820	\$0.00
Simpson & Simpson 3600 Wilshire Blvd 213-736-6664	CPAs	OBE	541211	\$0.00
LA Towel & Linen Service 818 S La Brea Ave 310-673-5060	Linen Supply	OBE	812331	\$0.00
Paradigm Payroll Services LLC 21250 Hawthorne Blvd #700 310-792-8696	CPAs	MBE WBE DBE	541211	\$0.00
				\$0.00

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$ \$0	0 %
TOTAL WBE AMOUNT	\$ \$0	0 %
TOTAL SBE AMOUNT	\$ \$0	0 %
TOTAL EBE AMOUNT	\$ \$0	0 %
TOTAL DVBE AMOUNT	\$ \$0	0 %
TOTAL OBE AMOUNT	\$ \$0	0 %
BASE BID AMOUNT	\$ \$0	



Signature of Person Completing this Form

Michael Sereno

Printed Name of Person Completing this Form

General Manager 09-16-2022

Title Date

MUST BE SUBMITTED WITH PROPOSAL



City Ethics Commission
200 N Spring Street
City Hall — 24th Floor
Los Angeles, CA 90012
Mail Stop 129
(213) 978-1960

Bidder Certification CEC Form 50

This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.

Original filing Amended filing (original signed on _____; last amendment signed on _____)

Bid/Contract/BAVN Number: CON-F22-003	Awarding Authority (Department): Recreation and Parks
---	---

Name of Bidder: Sunseri's - Michael Sereno	Phone: 800-635-9732
--	-------------------------------

Address: P.O. Box 83, Glendora, CA 91741
--

Email: mike@sunseris.com

CERTIFICATION

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

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.


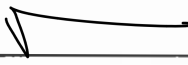
I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: 09-16-2022

Signature:

Name: Michael Sunseris

Title: General Manager

	Ethics Commission 200 N Spring Street City Hall — 24th Floor Los Angeles, CA 90012 (213) 978-1960 ethics.lacity.org	<h2 style="margin: 0;">Prohibited Contributors (Bidders)</h2> <h3 style="margin: 0;">Form 55</h3>
<i>This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.</i>		
<input checked="" type="checkbox"/> Original filing <input type="checkbox"/> Amended filing (original signed on _____; last amendment signed on _____)		
Reference Number (bid or contract number, if applicable): CONF-F22-003	Date Bid Submitted: 09-20-2022	
Description of Contract (title of RFP and services to be provided): Bar and Beverage Concession		
City Department Awarding the Contract: Recreation and Parks		
BIDDER INFORMATION Name: <u>Sunseri's</u> Address: <u>P.O. Box 83, Glendora, Ca 91740</u> Email: <u>mike@sunseris.com</u> Phone: <u>800-635-9732</u>		
SCHEDULE SUMMARY <i>Please complete all three of the following:</i>		
1. SCHEDULE A — Bidder's Principals (check one) <input checked="" type="checkbox"/> The bidder is the individual listed above and has no other principals (Schedule A is not required). <input type="checkbox"/> The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.		
2. SCHEDULE B — Subcontractors and Their Principals (check one) <input checked="" type="checkbox"/> The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required). <input type="checkbox"/> The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.		
3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page): _____		
BIDDER'S CERTIFICATION <i>I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.</i>		
Date: <u>09-16-2022</u>	Signature: 	
	Name: <u>Michael Sereno</u>	
	Title: <u>General Manager</u>	

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sunseri's

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. BOX 83

6 City, state, and ZIP code
GLENDORA, CA 91740

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

9	5	-	3	5	1	1	5	0	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶  Date ▶ **09-16-2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

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

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

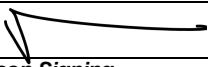
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting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

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

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

OPTION #1: CERTIFICATION

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

<i>Vendor Name/Financial Institution (printed)</i> Sunseri's		<i>BTRC (or n/a)</i> n/a
<i>By (Authorized Signature)</i> 		
<i>Print Name and Title of Person Signing</i> Michael Sereno, General Manager		
<i>Date Executed</i> 9-26-22	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval (Signature)</i>	<i>(Print Name)</i>

FINANCIAL OFFER FORM

Monthly Concession Fee Commitment

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

YEAR ONE:

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Non-alcoholic beverage sales	Fifteen percent (15%)	Fifteen (15 %)
Alcoholic beverage sales	Fifteen percent (15%)	Fifteen (15 %)
Other (define) N/A	Fifteen percent (15%)	Zero (0 %)

COMPLETE ONLY IF PROPOSING ESCALATION OF THE PGR

Indicate the year(s): _____ (Answer years 2-5 or year 2*)

*Copy this form if you wish to propose different percentages for years 3-5.

CATEGORY	MINIMUM ACCEPTABLE PERCENTAGE	PERCENTAGE OF GROSS RECEIPTS OFFERED BY PROPOSER (spell out percentage)
Non-alcoholic beverage sales	Fifteen percent (15%)	(%)
Alcoholic beverage sales	Fifteen percent (15%)	N/A (%)
Other (define) _____	Fifteen percent (15%)	(%)

Prepared By:



(Authorized Signature)

Michael Sereno

(Print Name)

Sunseri's

(Company Name)

General Manager

(Title)

Date: 09-16-2022

**DEPARTMENT OF RECREATION AND PARKS
REQUEST FOR PROPOSAL
BAR AND BEVERAGE SERVICE CONCESSION**

TERMS AND CONDITIONS ACCEPTANCE FORM

Proposing Entity: Sunseri's
 (Complete legal name/include DBA if applicable)

Entity Address: P.O. Box 83, Glendora, CA 91740

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

Contact Name: Michael Sereno

Contact Telephone: 800-635-9732

Contact Fax: 626-335-4783

Email Address: mike@sunseris.com



 Authorized Signature

09-16-2022

 Date

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

Instructions:

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

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

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer: **SUNSERI'S**

Year 1 Forecast

SALES	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total	
Bar														
Soft Drink/Water/other non-alcohol	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10	INCLUDED IN G10	INCLUDED IN H10	INCLUDED IN I10	INCLUDED IN J10	INCLUDED IN K10	INCLUDED IN L10	INCLUDED IN M10	-	
Beer/Wine	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10	INCLUDED IN G10	INCLUDED IN H10	INCLUDED IN I10	INCLUDED IN J10	INCLUDED IN K10	INCLUDED IN L10	INCLUDED IN M10	-	
Hard Liquor	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10	INCLUDED IN G10	INCLUDED IN H10	INCLUDED IN I10	INCLUDED IN J10	INCLUDED IN K10	INCLUDED IN L10	INCLUDED IN M10	-	
Total Bar	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$301,875.00	
Service Enhancements (Decorated Bar, Costumes, Etc.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Sales (Define)														
TOTAL INCOME	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$25,156.25	\$301,875.00	
COST OF GOODS													Total Annual Income	\$301,875.00
Cost of Bar														
Soft Drink/Water/other non-alcohol	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	11,000.00	
Beer/Wine	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	\$3,083.33	22,000.00	
Hard Liquor	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	\$1,833.33	22,000.00	
Total Cost of Bar	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	70,000.00	
Total Cost of Service Enhancements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Cost of Other Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Cost of Goods	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	\$5,833.33	70,000.00	
Gross Profit from Sales	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$19,322.92	\$231,875.00	
OPERATING EXPENSES														
Wage Expense	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$6,289.06	\$75,468.75	
FICA	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	\$1,924.45	23,093.44	
CA EDD	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	\$855.31	10,263.75	
Worker's comp	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	\$2,515.63	30,187.50	
Insurance and Benefits	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	\$1,257.81	15,093.75	
Total Labor Expenses	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$12,842.27	\$154,107.19	
Variable Expenses														
Acctg/Legal	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	\$503.13	6,037.50	
Cleaning & Paper Supplies	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	1,000.00	
Credit Card Expense	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	\$754.69	9,056.25	
Entertainment/Music	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	
Equipment Rental	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	2,500.00	
Floral, Expendables	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	
Laundry & Linens	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	1,125.00	
Office Expense	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	1,600.00	
Telephone/Data Communications	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	300.00	
Trash Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-	
Utilities	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	2,200.00	
Marketing	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	1,000.00	
Other (Rent)	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	11,000.00	
Subtotal Variable	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$2,984.90	\$35,818.75	
Fixed Expenses														
Insurance	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	2,500.00	
Licenses & Permits	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	5,000.00	
Replacement Reserve	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	3,000.00	
Subtotal Fixed	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$10,500.00	
Total Operating Exp.	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$16,702.16	\$200,425.94	
NET INCOME	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$2,620.76	\$31,449.06	
Annual Total Net Income												\$31,449.06		

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	SUNSERI'S
<i>Detail Assumptions used for developing proposed Revenues and Expenses</i>	
Revenue:	
Bar Sales	prices: \$12 cocktail, \$9 beer/wine. Revenue for non-alcoholic beverages, sale price starts at \$2.50/person on hosted or \$2 per drink cash sales. 15% service charge on all hosted and cash packages. Cash bar package \$495, included setup & 1 bartender.
Other	All supplies, licensing & insurance charges are included in bar sales revenue.
Cost of Goods	
Expenses:	
Concession Fee	
Bar Sales	15% minus tax and tips
Other	Utility fee is 1.5% monthly and occupancy tax at .148% quarterly
Payroll Costs	
Wages	The cost are based on actual cost incurred to have bartenders, servers as well as admin support. The goal is to exceed 30% profit per party
Payroll Taxes	Approximately 12% of total payroll
Health Insurance & Benefits	This is provided for full time employees working more than 40 hours a week throughout the year. The cost per employee ranges from \$3-7 per hour depending on status of family
Workers' Compensation Insurance	WC is at a low of 2.8% to a high of 9% of payroll.
Variable Costs	
Accounting	2% of sales generated
Advertising, Marketing & Promotion	Less than 1% of total sales generated
Dues & Subscriptions	not applicable
Environmental Costs	not applicable
Equipment Replacement - Small	Included portable bars, tables, linen, ice chests and other hardware required to service an event. This is less than 1% of sales.
Equipment Replacement - Large	not applicable
Legal	Legal is on an as need basis. Past experience ehas not required much legal service.
Office Expenses	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Payroll Processing Fees	Part of Admin cost
Professional Services	not applicable
Repair & Maint. - FF&E	not applicable
Repair & Maint. - Building	not applicable
Supplies	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Start up Expenses - Yr 1	Not needed. We have all supplies to start working
Telephone/Data Communications	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Travel & Entertainment	not applicable
Utilities	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Other	not applicable
Fixed Costs	
Depreciation	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Insurance & Liability	Percentage of total cost is in relation to sales. This will be less than 5% of total sales. (COMMERCIAL GENERAL, AUTO, UMBRELLA & LIQUOR LIABILTY)
Service Contracts	not applicable
Licenses	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Other	not applicable
Debt Expense	1% of total sales
Taxes	TBD
Other	***SUNSERIS DOES NOT SERVICE 7 HOUR PARTIES DUE THE FACT THAT IS IS IRRESPONSIBLE TO SEVER THAT LONG. WE TRY TO KEEP 4-5 HOURS OF SERVICE. BUT, PRICE IN FILE IS BASED ON 7 HOURS AS REQUESTED.

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	SUNSERI'S				
<i>Cash Flow - Years 1-5</i>	1	2	3	4	5
Sources of Cash					
Capital Loan	\$ -	\$ -	\$ -	\$ -	\$ -
Private Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Profits	\$ 31,449	\$ 32,078	\$ 32,720	\$ 33,374	\$ 34,041
Plus:					
Depreciation	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Change in Accounts Payable	\$ -				
Change in Payroll Payable	\$ -				
Other	\$ -				
Other	\$ -				
Total Sources Of Cash	\$ 31,949	\$ 32,578	\$ 33,220	\$ 33,874	\$ 34,541
Uses of Cash					
Capital Investment	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Receivables	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Inventory	\$ -	\$ -	\$ -	\$ -	\$ -
Repayment of Loan Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Other					
Total Uses of Cash	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Cash Flow	\$ 31,949	\$ 32,578	\$ 33,220	\$ 33,874	\$ 34,541
Break Even Cash Flow	\$ 31,949	\$ 64,527	\$ 97,747	\$ 131,621	\$ 166,162

Food and Beverage Spreadsheet

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer: **SUNSERI'S**

Year 1 Forecast

SALES	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1 Total
Bar													
Soft Drink/Water/other non-alcohol	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10	INCLUDED IN G10	INCLUDED IN H10	INCLUDED IN I10	INCLUDED IN J10	INCLUDED IN K10	INCLUDED IN L10	INCLUDED IN M10	-
Beer/Wine	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10	INCLUDED IN G10	INCLUDED IN H10	INCLUDED IN I10	INCLUDED IN J10	INCLUDED IN K10	INCLUDED IN L10	INCLUDED IN M10	-
Hard Liquor	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10	INCLUDED IN G10	INCLUDED IN H10	INCLUDED IN I10	INCLUDED IN J10	INCLUDED IN K10	INCLUDED IN L10	INCLUDED IN M10	-
Total Bar	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$338,675.00
Service Enhancements (Decorated Bar, Costumes, Etc.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Sales (Define)													
TOTAL INCOME	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$28,222.92	\$338,675.00
COST OF GOODS													Total Annual Income \$338,675.00
Cost of Bar													
Soft Drink/Water/other non-alcohol	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$15,000.00
Beer/Wine	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$35,000.00
Hard Liquor	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$ 2,333.33	\$28,000.00
Total Cost of Bar	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	7,083.33	\$85,000.00
Total Cost of Service Enhancements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost of Other Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost of Goods	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$7,083.33	\$85,000.00
Gross Profit from Sales	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$21,139.58	\$253,675.00
OPERATING EXPENSES													
Wage Expense	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$ 7,055.73	\$84,668.75
FICA	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$ 2,159.05	\$25,908.64
CA EDD	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$ 959.58	\$11,514.95
Worker's comp	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$ 2,822.29	\$33,867.50
Insurance and Benefits	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$ 1,411.15	\$16,933.75
Total Labor Expenses	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$14,407.80	\$172,893.59
Variable Expenses													
Acctg/Legal	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$564.46	\$6,773.50
Cleaning & Paper Supplies	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$1,000.00
Credit Card Expense	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$846.69	\$10,160.25
Entertainment/Music	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Rental	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$2,500.00
Floral, Expendables	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Laundry & Linens	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$93.75	\$1,125.00
Office Expense	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$133.33	\$1,600.00
Telephone/Data Communications	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$300.00
Trash Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$183.33	\$2,200.00
Marketing	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$83.33	\$1,000.00
Other (Define)	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$916.67	\$11,000.00
Subtotal Variable	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$3,138.23	\$37,658.75
Fixed Expenses													
Insurance	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$208.33	\$2,500.00
Licenses & Permits	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$416.67	\$5,000.00
Replacement Reserve	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$250.00	\$3,000.00
Subtotal Fixed	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$875.00	\$10,500.00
Total Operating Exp.	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$18,421.03	\$221,052.34
NET INCOME	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$2,718.56	\$32,622.66
													Annual Total Net Income \$32,622.66

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**Bar and Beverage Service
Spreadsheet**

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:

SUNSERI'S

5 Year Forecast

SALES

	Year 1	Year 2	Year 3	Year 4	Year 5
Bar					
Soft Drink/Water/other non-alcohol	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10
Beer/Wine	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10
Hard Liquor	INCLUDED IN B10	INCLUDED IN C10	INCLUDED IN D10	INCLUDED IN E10	INCLUDED IN F10
Total Bar	\$338,675.00	\$345,448.50	\$352,357.47	\$359,404.62	\$366,592.71
Service Enhancements (Decorated Bar, Costumes, Etc.)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Sales (Define)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INCOME	\$338,675.00	\$345,448.50	\$352,357.47	\$359,404.62	\$366,592.71

COST OF GOODS

Cost of Bar					
Soft Drink/Water/other non-alcohol	\$15,000.00	\$15,300.00	\$15,606.00	\$15,918.12	\$16,236.48
Beer/Wine	\$42,000.00	\$42,840.00	\$43,696.80	\$44,570.74	\$45,462.15
Hard Liquor	\$28,000.00	\$28,560.00	\$29,131.20	\$29,713.82	\$30,308.10
Total Cost of Bar	\$85,000.00	\$86,700.00	\$88,434.00	\$90,202.68	\$92,006.73
Total Cost of Service Enhancements	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost of Other Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Cost of Goods	\$85,000.00	\$86,700.00	\$88,434.00	\$90,202.68	\$92,006.73

Gross Profit from Sales	\$253,675.00	\$258,748.50	\$263,923.47	\$269,201.94	\$274,585.98
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OPERATING EXPENSES

Wage Expense	\$ 84,668.75	\$86,362.13	\$88,089.37	\$89,851.15	\$91,648.18
FICA	\$25,908.64	\$26,426.81	\$26,955.35	\$27,494.45	\$28,044.34
CA EDD	\$11,514.95	\$11,745.25	\$11,980.15	\$12,219.76	\$12,464.15
Worker's comp	\$33,867.50	\$34,544.85	\$35,235.75	\$35,940.46	\$36,659.27
Insurance and Benefits	\$16,933.75	\$17,272.43	\$17,617.87	\$17,970.23	\$18,329.64
Total Labor Expenses	\$172,893.59	\$176,351.46	\$179,878.49	\$183,476.06	\$187,145.58

Variable Expenses

Acctg/Legal	\$6,773.50	\$6,908.97	\$7,047.15	\$7,188.09	\$7,331.85
Cleaning & Paper Supplies	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21	\$1,082.43
Credit Card Expense	\$10,160.25	\$10,363.46	\$10,570.72	\$10,782.14	\$10,997.78
Entertainment/Music	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment Rental	\$2,500.00	\$2,550.00	\$2,601.00	\$2,653.02	\$2,706.08
Floral, Expendables	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Laundry & Linens	\$1,125.00	\$1,147.50	\$1,170.45	\$1,193.86	\$1,217.74
Office Expense	\$1,600.00	\$1,632.00	\$1,664.64	\$1,697.93	\$1,731.89
Telephone/Data Communications	\$300.00	\$306.00	\$312.12	\$318.36	\$324.73
Trash Removal	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Utilities	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66	\$2,381.35
Marketing	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21	\$1,082.43
Other (Rent)	\$11,000.00	\$11,220.00	\$11,444.40	\$11,673.29	\$11,906.75
Subtotal Variable	\$37,658.75	\$38,411.93	\$39,180.16	\$39,963.77	\$40,763.04

Fixed Expenses

Insurance	\$2,500.00	\$2,550.00	\$2,601.00	\$2,653.02	\$2,706.08
Licenses & Permits	\$5,000.00	\$5,100.00	\$5,202.00	\$5,306.04	\$5,412.16
Replacement Reserve	\$3,000.00	\$3,060.00	\$3,121.20	\$3,183.62	\$3,247.30
Subtotal Fixed	\$10,500.00	\$10,710.00	\$10,924.20	\$11,142.68	\$11,365.54

Total Operating Exp.	\$221,052.34	\$225,473.38	\$229,982.85	\$234,582.51	\$239,274.16
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NET INCOME	\$32,622.66	\$33,275.12	\$33,940.62	\$34,619.43	\$35,311.82
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Debt and Tax Expense

Debt Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Taxes	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal Debt and Tax Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

NET PROFIT	\$32,622.66	\$33,275.12	\$33,940.62	\$34,619.43	\$35,311.82
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PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	SUNSERI'S
<i>Detail Assumptions used for developing proposed Revenues and Expenses</i>	
Revenue:	
Bar Sales	Revenues for alcohol to consist of sales for liquor, beer, and wine. The price per person starts at \$13 per person soft bar to the highest \$23 per person gold. We charge \$225 per bartender. Cash prices: \$12 cocktail, \$9 beer/wine. Revenue for non-alcoholic beverages, sale price starts at \$2.50/person on hosted or \$2 per drink cash sales. 15% service charge on all hosted and cash packages. Cash bar package \$495, included setup & 1 bartender.
Other	All supplies, licensing & insurance charges are included in bar sales revenue.
Cost of Goods	
Expenses:	
Concession Fee	
Bar Sales	15% minus tax and tips
Other	Utility fee is 1.5% monthly and occupancy tax at .148% quarterly
Payroll Costs	
Wages	The cost are based on actual cost incurred to have bartenders, servers as well as admin support. The goal is to exceed 30% profit per party
Payroll Taxes	Approximately 12% of total payroll
Health Insurance & Benefits	This is provided for full time employees working more than 40 hours a week throughout the year. The cost per employee ranges from \$3-7 per hour depending on status of family
Workers' Compensation Insurance	WC is at a low of 2.8% to a high of 9% of payroll.
Variable Costs	
Accounting	2% of sales generated
Advertising, Marketing & Promotion	Less than 1% of total sales generated
Dues & Subscriptions	not applicable
Environmental Costs	not applicable
Equipment Replacement - Small	Included portable bars, tables, linen, ice chests and other hardware required to service an event. This is less than 1% of sales.
Equipment Replacement - Large	not applicable
Legal	Legal is on an as need basis. Past experience ehas not required much legal service.
Office Expenses	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Payroll Processing Fees	Part of Admin cost
Professional Services	not applicable
Repair & Maint. - FF&E	not applicable
Repair & Maint. - Building	not applicable
Supplies	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Start up Expenses - Yr 1	Not needed. We have all supplies to start working
Telephone/Data Communications	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Travel & Entertainment	not applicable
Utilities	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Other	not applicable
Fixed Costs	
Depreciation	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Insurance & Liability	Percentage of total cost is in relation to sales. This will be less than 5% of total sales. (COMMERCIAL GENERAL, AUTO, UMBRELLA & LIQUOR LIABILTY)
Service Contracts	not applicable
Licenses	Percentage of total cost is in relation to sales. This will be less than 1% of total sales.
Other	not applicable
Debt Expense	1% of total sales
Taxes	TBD
Other	***SUNSERIS DOES NOT SERVICE 7 HOUR PARTIES DUE THE FACT THAT IS IS IRRESPONSIBLE TO SEVER THAT LONG. WE TRY TO KEEP 4-5 HOURS OF SERVICE. BUT, PRICE IN FILE IS BASED ON 7 HOURS AS REQUESTED.

PRO FORMA FINANCIAL STATEMENTS SUBMITTAL FORMS

Proposer:	SUNSERI'S				
<i>Cash Flow - Years 1-5</i>	1	2	3	4	5
Sources of Cash					
Capital Loan	\$ -	\$ -	\$ -	\$ -	\$ -
Private Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Profits	\$ 32,623	\$ 33,275	\$ 33,941	\$ 34,619	\$ 35,312
Plus:					
Depreciation	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Change in Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Payroll Payable	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -
Total Sources Of Cash	\$ 33,123	\$ 33,775	\$ 34,441	\$ 35,119	\$ 35,812
Uses of Cash					
Capital Investment	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Receivables	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Inventory	\$ -	\$ -	\$ -	\$ -	\$ -
Repayment of Loan Principal	\$ -	\$ -	\$ -	\$ -	\$ -
Other					
Total Uses of Cash	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Cash Flow	\$ 33,123	\$ 33,775	\$ 34,441	\$ 35,119	\$ 35,812
Break Even Cash Flow	\$ 33,123	\$ 66,898	\$ 101,338	\$ 136,458	\$ 172,270

Exhibits 1 - 6

Exhibit 1

Packages, Pricing and
Cash Bar Menu

Hosted Bar SERVICES

#1 HOSTED SOFT BAR

Beer Service

*Bottled Domestic (Choice of Two)
Bottled Imported / Craft / Microbrew (Choice of One)*

Wine Service

*Chardonnay, Cabernet Sauvignon, Pinot Noir,
and Pinot Grigio*

Soft Drink Service

*Coke, Diet Coke, 7-UP, and Perrier
(Some Limitations Apply Depending on Stock)*

#3 HOSTED GOLD BAR

Beer Service

*Domestic/Imported/Craft/Microbrew
(Choice of Three)*

Wine Service

*Chardonnay, Cabernet Sauvignon, Pinot Noir,
and Pinot Grigio*

Soft Drink Service

Coke, Diet Coke, 7-UP, Perrier, and Red Bull

Liquor Service

*Grey Goose & Tito's Vodka, Tanqueray Gin,
Chivas Regal Scotch, Crown Royal, Jack
Daniels, Bacardi Rum, Malibu Rum, Captain
Morgan Rum, Patron Silver, Ollitas Tequila,
Hennessy Cognac, Jameson Irish Whisky,
Paddy's Irish Whiskey, Kahlua, Midori, Apple,
Triple Sec, Amaretto, Peach Schnapps, Long
Island Iced Tea*

(Some Limitations Apply Depending on Stock)

CASH BAR

Flat Rate Set-up Fee:

*One bartender, physical bar, products, 6 hours of
service time, liquor liability insurance and licensing*

Upgrades:

*Additional bartender, hosted sodas, champagne toast,
keg(s) of beer, hosted tab, and more.*

**GUESTS PAY FOR ALL DRINKS WITH THE
CASH BAR PACKAGE. UPGRADES AVAILABLE.**

#2 HOSTED CALL BAR

Beer Service

*Bottled Domestic (Choice of Two)
Bottled Imported/Craft/Microbrew (Choice of One)*

Wine Service

*Chardonnay, Cabernet Sauvignon, Pinot Noir,
and Pinot Grigio*

Soft Drink Service

Coke, Diet Coke, 7-UP, and Perrier

Liquor Service

*Tito's & Smirnoff Vodka, Gordon's Gin, 7 Crown, Jack
Daniels, Bacardi Rum, Malibu Rum, Coconut Rum,
Spiced Rum, Jose Cuervo Gold Tequila, Montezuma
Gold Tequila, Glen Garry Scotch, Brandy, Kahlua,
Midori, Apple, Triple Sec, Amaretto, Peach Schnapps,
Long Island Iced Tea, Coffee Liqueur*

(Some Limitations Apply Depending on Stock)

All Hosted Bar Services Include the Following:

*Four (4) Hours of Service, Portable Bar(s), Bar
Linen, Napkins, Straws, Clear Hard Plastic
Glassware in Two Sizes, Ice.*

*All operational equipment for your bar package
type and a full range of mixes and garnishes.*

**ABC Licensed & Liquor Liability
Insurance are also included.**

**GUESTS DO NOT PAY FOR DRINKS
WITH HOSTED PACKAGES**

Hosted Bar

LA PRICING

PER PERSON

BAR NO.	BAR STYLE	50 - 74 ADULTS	75 - 99 ADULTS	100 - 149 ADULTS	150 - 249 ADULTS	250 + ADULTS
#1	Soft Bar	\$17	\$16	\$15	\$14	\$13
#2	Call Bar	\$20	\$19	\$18	\$17	\$16
#3	Gold Bar	\$23	\$22	\$21	\$20	\$19

ALL BARS INCLUDE FOUR (4) HOURS OF SERVING TIME.

ADDITIONAL HOURS BILLED PER HOUR

BARTENDER: \$225 EACH

GUESTS UNDER 21: \$2.50 EACH

ADD-ONS:

BEER UPGRADE : \$3 PER ADULT GUEST (UP TO 3 CHOICES OF ANY)

SIGNATURE DRINKS TO A SOFT BAR: \$2 PER ADULT

CHAMPAGNE & CIDER TOAST : \$2 PER GUEST (CHAMPAGNE GLASS NOT INCLUDED)

TABLE WINE UPGRADE: \$3 PER ADULT (SAME WINE AS PROVIDED IN PACKAGE)

GRATUITY: IF TIP GLASS IS ALLOWED, THEN NO ADDITIONAL CHARGES.

IF NO TIP GLASS ALLOWED, THEN GRATUITY ADDED TO INVOICE.

CASH BAR SERVICE

\$495.00 SETUP FEE - INCLUDES ONE BARTENDER & 6 HOURS OF SERVICE

ADDITIONAL BARTENDERS: \$225.00 EACH

CASH BAR AFTER 6 HOURS: \$90.00 PER HOUR

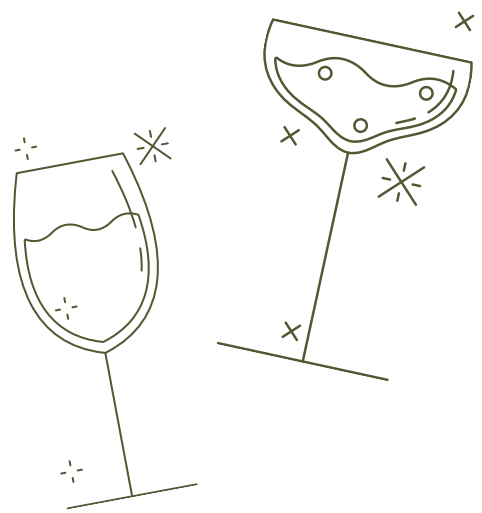
HOSTED SODAS: \$1.95 PER PERSON

DRINK TICKETS: \$9 PER TICKET

**PLUS SALES TAX &
20% SERVICE FEE**

Drink

PRICES



COCKTAILS
12 oz.

\$12.00

WINE

\$9.00

BEER

\$9.00

SODA

\$2.00

ID REQUIRED

WE ACCEPT ALL FORMS OF PAYMENT:
Cash, Credit, Apple Pay, Google Pay

Exhibit 2

Permits and Licenses

Type 48 & 58, City of LA Registration
Certificate, Health Permit

STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE

CATERER PERMIT

VALID FROM

Feb 01, 2022

SERENO, MICHAEL JAMES
PO BOX 83
GLEN DORA, CA 91740-0083

EXPIRES

Jan 31, 2023

TYPE NUMBER DUP

58 432519 1

AREA CODE

1918 02

BUSINESS ADDRESS
(IF DIFFERENT)

DBA: SUNSERIS
10617 GARVEY AVE
EL MONTE, CA 91733

RENEWAL

CONDITIONS

7

OWNERS: SERENO, MICHAEL JAMES
SUNSERI, EDWARD WALTER JR



IMPORTANT INFORMATION

EFFECTIVE PERIOD: This license is effective only for the operating period shown above. A new license will be sent 4 to 6 weeks after the expiration date on your license if payment is timely. Your license status will remain in good standing for 60 days after the expiration date if the renewal payment was received timely. To check the status of your license, visit <http://www.abc.ca.gov/datport/LQSMENU.html>.

RENEWAL NOTICES: Renewal notices are sent to premises address unless a specific mailing address is requested. If a notice is not received 30 days before expiration date shown above, contact the nearest ABC office. To assure receipt of notices, advise your local ABC office of any change in address.

RENEWAL DATES: It is the licensee's responsibility to pay the required renewal fee by the expiration date shown above.

A Penalty is charged for late renewal and the license can be automatically revoked for failure to pay.

RENEWAL PAYMENTS: Renewal payments can be made in person by visiting your local office or sent by mail to ABC Headquarters, 3927 Lennane Drive, Suite 100, Sacramento, CA 95834. If you do not have your renewal notice, your license number and the reason for payment (ex. "renewal") must be clearly indicated on the check. You can contact your local ABC office for your renewal fee amount.

SEASONAL LICENSES: It is the licensee's responsibility to pay the required renewal fee prior to the next operating period.

POSTING: Cover this license with glass or other transparent material and post it on premises in a conspicuous place.

CONDITIONS: A copy of all applicable conditions must be kept on premises.

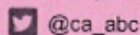
LICENSEE NAME: Only 10 names will be printed on each license. If there are more names associated with the license, they will be indicated by "AND XX OTHERS". All names are on file and available upon request from your local ABC office.

DBA: If you change your business name please notify your local ABC office.

If you have any questions regarding this license, contact your local ABC office. You can find the contact information for each district office at <http://www.abc.ca.gov/distmap.html>.

NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.

<http://www.abc.ca.gov>



@ca_abc



CaliforniaABC

Page 57
STATE OF CALIFORNIA
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
ALCOHOLIC BEVERAGE LICENSE

ON-SALE GENERAL PUBLIC PREMISES

VALID FROM

Feb 01, 2022

SERENO, MICHAEL JAMES
PO BOX 83
GLEN DORA, CA 91740-0083

EXPIRES

Jan 31, 2023

TYPE NUMBER DUP

48 432519

AREA CODE

1918 02

BUSINESS ADDRESS (IF DIFFERENT) DBA: SUNSERIS
10617 GARVEY AVE
EL MONTE, CA 91733

RENEWAL

CONDITIONS

OWNERS: SERENO, MICHAEL JAMES
SUNSERI, EDWARD WALTER JR

7



IMPORTANT INFORMATION

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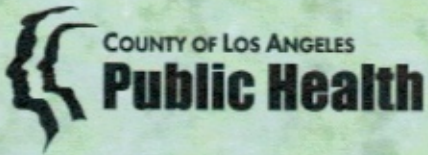
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NOTE: CONTACT YOUR LOCAL ABC OFFICE IF YOUR LICENSED PREMISES WILL BE TEMPORARILY CLOSED FOR MORE THAN 15 DAYS OR WILL BE PERMANENTLY CLOSED.

<http://www.abc.ca.gov>

 @ca_abc  CaliforniaABC

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES



PUBLIC HEALTH PERMIT
FY 2022/2023
Valid Until 6/30/2023



PR Number: PR0033401
Program ID: SUNSERIS
Description: FOOD WAREHOUSE (1-4,999) SQ. FT.

Facility Owner - Mail Address

SERENO, MICHAEL JAMES
PO BOX 83
GLEN DORA, CA 91740

Facility Location

SUNSERIS
10617 GARVEY AVE
SOUTH EL MONTE, CA 91733

652




10617 GARVEY AVE
EL MONTE CA 91733-2203



*****3-DIGIT 917 107
EDWARD SUNSERI 33799
PO BOX 83
GLEN DORA CA 91740-0083

THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE				
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED BUSINESS TAX				
ACCOUNT NO.	FUND/CLASS	DESCRIPTION	ISSUED: 11/28/2015	STATUS
0000969309-0002-5	LGR2	GR2-Ord 183419	1/1/2015	ACTIVE

<p>ISSUED TO</p> <p>EDWARD SUNSERI PO BOX 83 GLEN DORA CA 91740-0083</p> <p>10617 GARVEY AVE EL MONTE CA 91733-2203</p>		<p>ISSUED FOR TAX COMPLIANCE PURPOSES ONLY NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION</p> <p>ISSUED BY: <i>Antoinette D. Christou</i> DIRECTOR OF FINANCE</p>
---	---	---

No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner.

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - Office of Finance, P.O. Box 53200, Los Angeles CA 90053-0200
FORM 2000 (Rev. 11/15) IMPORTANT - READ REVERSE SIDE

Dear Business Owner:

RE: Issuance of New Business Tax Registration Certificate (BTRC)

This notification is provided to advise you of the implementation of City of Los Angeles Ordinance #183419 which, in part, consolidates certain business classifications to simplify tax compliance. The ordinance consolidates Los Angeles Municipal Code Section 21.42 into Section 21.41 and consolidates Sections 21.44 and 21.45 into Section 21.43.

If your business activity was previously classified under Section 21.41 or Section 21.42, the above BTRC reflects the new consolidated classification LGR1. If your business activity was previously classified under Sections 21.43, 21.44 or 21.45, the above BTRC reflects the new consolidated classification LGR2. For more information, please visit our website at finance.lacity.org.

Sincerely,

Office of Finance

Form Gen. 87 (R. 4/09)

City of Los Angeles

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

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting
 Recreation and Parks

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

PART I - PERSONAL DATA

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

PART II - ACCIDENT/INJURY

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

PART III - WITNESSES

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

PART IV - STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V - EMPLOYEE FILING REPORT

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

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2					
1. NAME OF FACILITY			DATE OF OCCURRENCE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
2. SUBJECT OF REPORT					
3. EXACT LOCATION OF OCCURRENCE					
4. DESCRIBE WHAT HAPPENED. ESTIMATE PROPERTY DAMAGE, IF ANY					
5.					ESTIMATE OF DAMAGES
6. LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)					
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE		DEPT. NO	SERIAL NO.	APPROX. VALUE
7.					TOTAL \$0.00
8. IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT. CALL CHIEF FINANCIAL OFFICER AT (213) 202-4360 LOCATION					AMOUNT
9. TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)					TOTAL \$0.00
10. WHO DISCOVERED LOSS? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
11. HOW WAS ENTRANCE GAINED?					
12. WHO SECURED BLDG. PRIOR TO OCCURENCE? NAME		TITLE	DATE	TIME:	A.M. <input type="checkbox"/> P.M. <input type="checkbox"/>
13. WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER					
14. HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER					
15. PERSONS INVOLVED: <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUBJECT					
NAME	ADDRESS		AGE	SEX	PHONE NUMBER
					INDICATE <input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
					<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16. IF VEHICLE INVOLVED: YEAR MAKE		LICENSE NO.	OWNERS NAME, ADDRESS AND INSURANCE CO.		
17. GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY.					
18. REPORT SUBMITTED BY:		NAME	TITLE	DATE	

PRINT

PAGE 2

COMMENTS

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

PRINT

Goto Page 1

**CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
Finance Division / Concessions Unit
P.O. Box 86328
Los Angeles, CA 90086**

**MONTHLY REVENUE REPORT
Bar and Beverages Service**

COMPANY: Sunseri's

PERIOD COVERED: From: _____ To: _____
Month/Day/Year Month/Day/Year

<u>GROSS RECEIPTS</u>	<u>GROSS SALES</u>	<u>- SALES TAX</u>	<u>= NET SALES</u>	<u>X PERCENTAGE</u>	<u>\$</u>
Non-Alcoholic Beverages	_____	_____	_____	15.00%	\$ -
Alcoholic Beverages	_____	_____	_____	15.00%	\$ -
Other	_____	_____	_____	15.00%	\$ -
MONTHLY RENTAL SUBTOTAL					\$ -

ADDITIONAL FEES

UTILITIES:	Concessionaire shall pay 1.5% of monthly gross sales for Utilities under terms of the Concession Agreement.	\$ -
LATE RENT FEE:	Payments are due by the first day of each calendar month for the month due. Payments shall be considered past due if postmarked after the 15th day of the month in which payment is due.	\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceding three months at \$1.48 per \$1,000 or fraction thereof of charges paid to RAP.	\$ -
ADDITIONAL FEES SUBTOTAL:		\$ -

ADJUSTMENTS*: Explain: _____

\$ -

*NOTE: All amortizations (allowance for rent reduction for any expenditure) must have prior approval in writing by the Department of Recreation and Parks. Copies of approval letters, invoices, and proof of payment must be submitted with the Remittance Advice for any and all months amortization is realized.

TOTAL AMOUNT DUE: **\$ -**

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

Signature: _____ Date: _____

Required Insurance and Minimum Limits

Name: _____

Date: 6/8/2022

Agreement/Reference: For The Operation of Bar and Beverage Services Concession

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability City of Los Angeles must be named as an Additional Insured Party

1,000,000

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

Broad Form Liquor Liability Coverage _____

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

1,000,000

___ **Professional Liability** (Errors and Omissions)

Discovery Period _____

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

___ **Crime Insurance**

Other: Provided to: Stanley Woo @ RAP; Ph: (213) 202-4323

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Project Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

Signature of Person Completing this Form

Printed Name of Person Completing this Form

_____ _____
Title Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
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Consultant	Address
Contact Person	Phone/Fax

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

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

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

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

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

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

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

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

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION

**BAR AND BEVERAGE SERVICE CONCESSION
VENUE LIST
(Revision 9/7/2022)**

The City of Los Angeles Department of Recreation and Parks (RAP) owns and operates ten special event venues that are permitted for serving alcoholic beverages:

- Brand Park Community Center
15121 Brand Boulevard
Mission Hills, CA 91345
- Orcutt Ranch Horticultural Center
23600 Roscoe Boulevard
Wet Hills, CA 91304
- Grace E. Simons Lodge
1025 Elysian Park Drive
Los Angeles, CA 90012
- Friendship Auditorium
3201 Riverside Drive
Los Angeles, CA 90027
- Griffith Park Visitors Center Auditorium
4730 Crystal Springs Drive
Los Angeles, CA 90027
- Monticillo De Leo Politi (outdoor amphitheater area with picnic tables, "old lodge" area)
On Stadium between Scott Road & Academy Road, Los Angeles, CA 90012
- Pershing Square
532 S Olive Street
Los Angeles, CA 90013
- Cabrillo Beach Bath House
3800 Stephen M White Dr.
San Pedro, CA 90731
- EXPO Center - Exposition Park Rose Garden
3990 Bill Robertson Lane
Los Angeles, CA 90037
- EXPO Center - Ahmanson Senior Citizen Center (Ballroom)
3990 Bill Robertson Lane
Los Angeles, CA 90037

RAP reserves the right to close or add additional venue locations.